



FINANCE COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, June 09, 2026

1:15 PM

FINANCE

1. Motion to **approve** Vehicle Tracking Vendor via a Sourcewell Cooperative Agreement Contract to Samsara. The term of the contract is for a three year term with an option to extend for 2 additional one years terms.
2. Motion to adopt an Election Results Resolution declaring the results of the May 19, 2026, election regarding the reimposition of a special one percent sales and use tax (SPLOST 9).
3. Motion to adopt a Validation Resolution authorizing the commencement of validation proceedings for general obligation bonds (SPLOST 9).
4. Motion to approve the minutes of the May 26, 2026 Finance Committee Meeting.



Finance Committee

Meeting Date: 6/9/2026

Approve Vehicle Tracking Vendor Contract – Samsara – Cooperative Agreement

Department: Utilities, Risk Management, Fleet Management

Presenter: Wes Byne - Utilities; Judy Blackstone - Risk Management; LaQuona Porter - Fleet Management

Caption: Approve Vehicle Tracking Vendor via a Sourcewell Cooperative Agreement Contract to Samsara. The term of the contract is for a three year term with an option to extend for 2 additional one years terms.

Background: Augusta’s current Vehicle GPS Tracking contract is coming to an end and a multi-department evaluation of Vehicle GPS tracking was conducted to identify the best solution for Augusta moving forward. The goal of this effort was to identify and evaluate a range of solutions for GPS tracking of Augusta vehicles and also small equipment that is considered a capital asset due to cost. This evaluation included staff from Risk Management, Fleet, Utilities, and Procurement departments as well as the Sherriff’s Office. The team received detailed vendor presentations from four vendors, evaluated each of the offered solutions based on performance, technical solutions, integrations with Augusta’s existing software, and cost of the provided services. Based on this evaluation the interdepartmental group has decided that Samsara offers the solution that will best serve Augusta moving forward.

This solution offers a modern solution for GPS tracking of Augusta vehicles and small assets including web-based tracking and system management dashboard, native mobile applications for both management and drivers, and offers a much more robust service than what is currently used. This solution also includes the ability to include dash cameras as part of the vehicle tracking solution which will lead to an improved and more robust safety program for Augusta. The initial deployment will include the GPS tracking solution only; discussions continue with the General Counsel regarding the best way forward to implement camera use in Augusta vehicles and the requisite policy updates and approvals that will be required to move forward with cameras. We include approval of the contract pricing to lock in the cost of the cameras now for when we are prepared to move forward with this.

This solution was procured through the use Cooperative Contracting, using a Sourcewell contract that have been previously selected through a competitive RFP

process conducted by the cooperative contracting agency, documentation for v is available. Additionally in order to identify the vendor from those that have contracts with Sourcewell, we did conduct a strong, inter-department selection process that evaluated the four vendors on a variety of factors including technical solutions, pricing, and strength of the offering.

Analysis:

The identified solution is a leap forward in awareness of Augusta assets and employee safety as compared to our previous solution. The cost of the solution for the GPS tracking only is also less than that of our existing solution despite the increase in capabilities. The per-device monthly cost of the solution for the various offerings is:

Vehicle Tracking	Vehicle Tracking w/ Camera	Powered Asset Tracker	Battery-Powered Asset Tracker
\$15.60	\$46.80	\$8.84	\$8.55

The Powered and Battery Powered asset trackers are for non-vehicle equipment including lawnmowers, generators, and other valuable small assets. For comparison, the cost of our current solution for GPS tracking of vehicles only is \$15.92 monthly, per device. All costs are software services only, there is no charge for the hardware or the installation of the hardware.

Financial Impact:

Tracking for 686 Augusta vehicles is \$128,491.20 annually. Tracking for 275 additional Sherrif's vehicles is \$51,480.00. Tracking for 243 non-vehicle small assets is \$24,931.80

Alternatives:

None

Recommendation:

Approve contract with Samsara for vehicle tracking solution.

Funds are available in the 611015211 / 5316210 following accounts:

REVIEWED AND APPROVED BY:

N/A

Samsara Terms of Service
Last Updated: October 2025

Welcome to Samsara. Please read these Terms of Service carefully because they govern your use of our products and services. The Customer, together with Samsara Inc., are referred to as the **"Parties"**.

1. Definitions.

- 1.1. **"Account"** means the accounts Customer creates to access the Hosted Software and Apps.
- 1.2. **"Affiliate"** means any other entity that, directly or indirectly through one or more intermediaries, is controlled by, or is under common control with, the Customer.
- 1.3. **"Apps"** means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store and used to provide the Products.
- 1.4. **"Authorized User"** means Customer's employees, Affiliates, and/or contractors whom Customer authorizes to use the licensed Samsara Software strictly on its behalf.
- 1.5. **"Customer"** or **"you"** means the company or legal entity for which you are accepting these Terms and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into by it and for so long as it remains a Customer Affiliate).
- 1.6. **"Customer Data"** means Customer-specific data captured by Customer's use of any installed Hardware, data or code submitted by, or on behalf of Customer (including from or through Non-Samsara Products) into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Services.
- 1.7. **"Documentation"** means any Product training, technical services, or documentation made available to Customer through the Samsara website, including at <https://kb.samsara.com/>, or otherwise made available to Customer by Samsara.
- 1.8. **"Equipment"** means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.
- 1.9. **"Firmware"** means software embedded in or otherwise running on the Samsara Hardware.
- 1.10. **"Hardware"** means the hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides.
- 1.11. **"Hardware Warranty and RMA Policy"** means the Hardware Warranty and RMA Policy set forth at <https://www.samsara.com/support/hardware-warranty>.
- 1.12. **"Hosted Software"** means Samsara's cloud-hosted software platform, including the interface accessed online.
- 1.13. **"Hosted Software SLA"** means the Hosted Software Service Level Agreement set forth at <https://www.samsara.com/legal/hosted-software-sla>.
- 1.14. **"License Expiration Date"** means (a) the later of (i) the original license termination date set forth in the applicable Order Form you entered into for the original purchase of Products or under which

Products were originally made available to you ("Initial Term"), and (ii) the end of the then-active Renewal Term (as defined below); or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

- 1.15. **"License Start Date"** means (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to Customer under the applicable Order Form, such Samsara Software license activation date is day the Samsara Hardware ships); or (ii) notwithstanding the foregoing, if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer's access to the Hosted Software for the renewal license term. For Purchase Orders issued by a Samsara reseller, the definition of License Start Date in this Section supersedes anything to the contrary in the reseller agreement between such reseller and Samsara and the applicable Purchase Order.
- 1.16. **"Malicious Code"** means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.
- 1.17. **"Non-Samsara Products"** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, Equipment, hardware, or software functionality that is provided by Customer or a third party and that interoperates, integrates, and/or exchanges data with the Products.
- 1.18. **"Order Form"** means the applicable Quote or Purchase Order setting forth the purchase or procurement of Samsara Products and/or licenses thereto. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by these Terms as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under an Order Form shall only apply to Customer entity named in such Order Form for the purchase made under such Order Form and shall not apply to any other Order Form, including any initial or renewal Order Form entered into by such Customer entity or its Affiliate.
- 1.19. **"Pre-Launch Offerings"** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the alpha, beta, experimental, research, in development, prototyping, and/or testing phase.
- 1.20. **"Products"** means Hardware and Services. For the avoidance of doubt, Products do not include any Non-Samsara Products.
- 1.21. **"Professional Services"** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.
- 1.22. **"Purchase Order"** means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

- 1.23. **“Quote”** means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.
- 1.24. **“Refund”** means an amount refunded to the Customer (or in Samsara’s sole discretion to any third party who paid Samsara for Customer’s procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to these Terms equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.
- 1.25. **“Renewal Term”** means any renewal license term of the applicable Products after the Initial Term. If Customer’s license term is renewed a period of time after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, these Terms shall apply to such use.
- 1.26. **“Samsara Software”** means the Apps, Firmware, and Hosted Software, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides, and Support Services.
- 1.27. **“Samsara Software Systems”** means the Samsara Software and any networks, systems, products, hardware, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.
- 1.28. **“Services”** means the Samsara Software, Usage Data, and Professional Services.
- 1.29. **“Support Services”** means the customer support services described at www.samsara.com/support, and Documentation, but excluding any Professional Services.
- 1.30. **“Terms”** means these Terms of Service, together with any amendments or addenda that modify these Terms of Service.
- 1.31. **“Usage Data”** means any anonymized, de-identified, and/or aggregated data and/or publicly available information relating to Customer’s use of the Products.
2. Agreement to Terms. By clicking a box indicating your acceptance of these Terms, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. If you have entered into a separate contract with Samsara with respect to your purchase of Products or under which Products are made available to you, these Terms shall apply, provided that to the extent there is a conflict between such separate contract with Samsara and these Terms, such separate contract with Samsara shall prevail. References to “you” and “your” in these Terms refer to that company or other legal entity, our Customer. You may not use the Products if you are our competitor, as determined in our sole discretion, except with our prior written consent.
3. Changes to Terms or Services. Samsara may modify the Terms at any time, in our sole discretion. If Samsara does so, Samsara will inform you by posting the modified Terms to the Services or our website or through other communications with you, our Customer. It is important that you review the Terms whenever

Samsara modifies them because if you continue to use the Products after Samsara has posted or otherwise informed you of the modified Terms, you are indicating to Samsara that you agree to be bound by the modified Terms. If you do not agree to be bound by the modified Terms, then you must provide written objection within thirty (30) days of Samsara's modification notice and may continue to use the Products under the unmodified Terms for the remaining term set forth in the applicable Order Form.

4. License. Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or these Terms. The Support Services and the Hosted Software SLA are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the applicable Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy section of the Hardware Warranty and RMA Policy. Samsara reserves the right to audit Customer's usage of Samsara Software and to remove Customer's access to Samsara Software beyond the licensed scope ("Licensed Scope") (for example, the licensed feature scope or licensed user count, as applicable) at any time. If Customer would like to use Samsara Software beyond the Licensed Scope, Customer is required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that Customer is using Samsara Software beyond the Licensed Scope, Samsara reserves the right to charge Customer for the applicable Samsara Software licenses that include such Licensed Scope at the then-current list price, and Customer agrees to immediately pay such amounts. Further, during the applicable license term under an Order Form, Customer agrees that it cannot downgrade a Samsara Software license plan to a lower Samsara Software license plan (for example, downgrading from an "Enterprise" license to a "Premier" license).
5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Products or any individual element within the Product, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Product; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Products, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Products for any competitive purpose; (ix) perform benchmark testing on the Products; (x) use the Products to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; (xiii) use the Products in a way that violates Samsara's Acceptable Use policy set forth in Section 21.2, (xiv) use the Products in an unsupported country, or (xv) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to indemnify, defend, and hold harmless Samsara from and against all claims, actions, demands, and legal proceedings, and all liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses in connection with a violation of this Section 5 and

any investigation related thereto. Samsara reserves the right to limit or restrict Product access in unsupported countries. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment, including but not limited to installation in accordance with any Equipment warranty. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section of the Hardware Warranty and RMA Policy.

7. Product Updates.

7.1. General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware to newer models. Samsara may change or discontinue all or any part of the Products, including changing, discontinuing, or removing features included in a Samsara Software license, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and the associated Samsara Software license that you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, either Party may terminate the applicable Order Form with respect to the applicable Products, and if so terminated you may request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2. Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer for evaluation purposes. Should Customer opt to use a Pre-Launch Offering: Customer agrees to: (i) enter into any additional terms required by Samsara for the applicable Pre-Launch Offerings; (ii) assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offerings; and (iii) except to the extent legally prohibited from taking on indemnification obligations, without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to the Pre-Launch Offering. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Samsara reserves the right to modify, terminate, or discontinue the Pre-Launch Offerings at any time in its sole discretion, for any reason, with or without notice, and without liability to Customer, and has no obligation to make any Pre-Launch Offerings generally available to Samsara customers. If Samsara decides in its sole discretion to make a Pre-Launch Offering generally available to Samsara customers as a new Product or part of an existing Product, Samsara may discontinue making such offering available to Customer as a Pre-Launch Offering at that point in time. Customer acknowledges and agrees that any continued usage after such discontinuation date will require that the Customer purchase or have already purchased the applicable Product under an Order Form and pay any additional amounts owed for such purchase. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.

7.3. Feedback. Customer agrees to use commercially reasonable efforts to provide feedback regarding the Products to Samsara. Customer acknowledges and agrees that any comments, suggestions, ideas, other information, and/or other feedback related to the Products provided to Samsara, whether directly through the Products or through other means (e.g., surveys, emails, testing, and/or other communications) (collectively, “**Feedback**”) may be used by Samsara for research and development purposes. Such Feedback shall not be treated as “Customer Data” unless it is uploaded or processed within the Products. Customer further agrees that Samsara shall have all rights, title, and interest in and to all Feedback provided by Customer or a third party acting on behalf of Customer to Samsara. Customer hereby irrevocably transfers and assigns to Samsara all right, title, and interest it may have in such Feedback, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery.

8.1 Payment. Customer’s payment and billing terms are set forth in the Order Form. Unless otherwise set forth in the applicable Order Form, (i) fees are payable by wire transfer; (ii) all transfers are subject to a processing fee up to 3%, subject to applicable law, unless the wire transfer is initiated by Samsara via ACH, in which case the processing fee will be waived; (iii) late payments are subject to a 1.5% per month late fee; and (iv) if license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted. Further, unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer’s payments to credit rating, credit reporting, or similar agencies. If Customer makes a payment without specifying to which invoice it applies, Samsara reserves the right to apply such payment to any outstanding Customer invoice(s). Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”), however designated or incurred under these Terms. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara’s sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit.

8.2 Shipment and Delivery. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back. Customer is solely responsible for confirming that each “Ship To” delivery address set forth in an Order Form is accurate, is in a country for which Samsara supports direct sales, and that any individual accepting delivery at that address is authorized to do so on Customer’s behalf. Samsara shall have no obligation to ship Products to any unsupported countries. Samsara may ship Hardware under an Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. If Hardware under an Order Form is shipped in multiple shipments, the Samsara Software license term associated with Hardware shipped after the initial shipment will be set to expire on the same date as the Samsara Software license term associated with Hardware shipped in the initial shipment. The total cost of the Samsara Software licenses associated with such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full Samsara Software license term under such Order Form. Certain payment amounts set forth in an Order Form assume that all Hardware under such Order Form is shipped at the same time and are subject to potential reduction by Samsara based on the actual schedule of Hardware shipment.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the licensed Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the licensed Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any

Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the licensed Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1. Ownership and Usage. Customer Data is accessible via the licensed Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating, supporting, improving, and providing the Products. The foregoing right to use Customer Data shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Customer may export Customer Data at any time during the term of these Terms through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If the applicable Samsara Software license terminates or expires and Customer does not renew, the applicable Customer Data may be immediately deleted.

10.2. Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data and Feedback in accordance with these Terms (ii) no Customer Data or Feedback infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3. Data Protection Addendum. The "**Data Protection Addendum**" at <https://www.samsara.com/data-protection-addendum> sets forth the Parties' agreement with respect to the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of these Terms and supersedes any prior agreements regarding Customer Personal Data. The terms "**Processing**", "**Personal Data**", and "**Customer Personal Data**" used in this Section are all defined in the Data Protection Addendum.

11. Confidentiality.

11.1. Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing and payment terms thereof, Pre-Launch Offerings, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that

Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2. **Confidentiality Obligations.** The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any Affiliates, employees, agents or third party service providers of receiving Party in performing under these Terms under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws provided that, unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1. **Services.** Samsara and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. Customer acknowledges that the Services are protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Services to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under these Terms. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2. **Firmware.** The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns section of the Hardware Warranty and RMA Policy, Customer owns the physical title to the Hardware that Customer has purchased or has otherwise acquired in relation to an Order Form. Samsara and its licensors exclusively own all intellectual property rights in the Hardware. Samsara further retains ownership of the Firmware, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. **Connectivity Data Usage.** A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the licensed Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the

function of hours of service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "Non-Samsara Product Integrations"). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) except to the extent legally prohibited from taking on indemnification obligations, without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer's use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.
15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.
16. Term. The term of these Terms begins upon the date on which you accept these Terms, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earliest, and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.
- 16.1. Renewal. Unless you notify Samsara in writing of your intent to cancel auto-renewal of the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you at least thirty (30) days prior to the License Expiration Date, at any time up to ninety (90) days after the License Expiration Date, Samsara may in its discretion renew your license term for the applicable or substantially equivalent Products, effective on the License Expiration Date, for a period of up to the greatest of the following: (i) one year, (ii) the same period as the immediately preceding license term, or (iii) a period to align license expiration dates with another of your active orders) (each such period, a Renewal Term). Subject to Samsara's renewal rights set forth in the foregoing sentence, you and Samsara may mutually agree to enter into a new Order Form to renew your license term upon the License Expiration Date, which new Order Form may include additional or different Products or license terms to the extent mutually agreed. If Samsara auto-renews your license term without Customer's execution of a new Order Form as described in the first sentence of this paragraph, your payment method will remain the same as indicated on the applicable original Order Form (e.g., monthly if you were allowed monthly payments, or yearly if you were allowed annual payments or upfront payment). If your license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows you to continue using the applicable Products during such interim period, these Terms shall apply to such use, and Samsara reserves the right (i) to charge you for such use at the renewal license pricing (and Customer agrees to immediately pay such amounts) and (ii) to have the License Start Date for the renewal license start the day after expiration of the immediately preceding license term. Please email renewals@samsara.com for any questions regarding automatic renewal.

16.2. Termination. Samsara may terminate these Terms, any Order Form, and your access to and use of the Samsara Software at its sole discretion, at any time upon notice to you. However, if Samsara so terminates for its convenience and not as otherwise set forth in these Terms or the applicable Order Form or due to your breach thereof, then Samsara will provide you with a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form, including any renewal Order Forms, cannot be terminated prior to the applicable License Expiration Date.

16.3. Termination for Non-Appropriation of Funds. As a public sector entity, Customer undergoes a fiscal budgeting appropriations process. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the applicable Order Form for Customer's then-subsequent fiscal year, Customer agrees to use good faith efforts to (i) secure additional funds and/or reappropriate funds sufficient to satisfy the amounts set forth in the Order Form, or (ii) if subsection (i) is not possible, and subject to Samsara's prior written approval, modify and/or reduce Customer's purchase under the applicable Order Form such as to maximize the use of available funds. If none of the foregoing remedies are available, Customer may terminate such Order Form with prior written notice, provided that Customer furnishes to Samsara official documentation sufficient in Samsara's reasonable discretion to document such non-appropriation of funds and Customer's good faith efforts to pursue the alternative remedies set forth in the previous sentence, executed by Customer's duly authorized representative. Such applicable termination will be effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: a termination fee equal to the license fees associated with a sixty (60)-day period for all Products under such Order Form at the date of such termination; all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.4. Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1. Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of its Hardware Warranty and RMA Policy.

17.2. Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Limitation of Liability.
- 18.1. No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.
- 18.2. Cap. EXCEPT FOR (i) ANY CUSTOMER INDEMNIFICATION OBLIGATION SET FORTH IN THESE TERMS, (ii) CUSTOMER'S BREACH OF SECTION 5 (LICENSE RESTRICTIONS), (iii) A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, AND (iv) CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).
- 18.3. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.
19. Dispute Resolution.
- 19.1. Arbitration. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to these Terms or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled in one of the following venues at Samsara's election: (i) confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("**JAMS Rules**") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes; or (ii) the state or federal courts located in or nearest to the county in which the Customer has its principal place of business. If Samsara elects to arbitrate a dispute, the Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.
- 19.2. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to these Terms or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. You expressly waive your right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or other adjudicator will not consolidate more than one person or entity's claims.
20. Governing Law. These Terms and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Subject

to the agreement to arbitrate set forth herein, exclusive jurisdiction and venue for actions arising from or related to these Terms or Customer's use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business and both Parties consent to the jurisdiction of such courts with respect to any such actions.

21. General Terms.

21.1. Entire Agreement. These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Products and the subject matter hereof, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Products and the subject matter hereof. The Customer acknowledges and agrees that, in entering into these Terms, it has not relied on, nor has it been induced to enter into these Terms by, any representation, warranty, statement, or assurance made or given by or on behalf of Samsara, other than those expressly set forth in these Terms. To the maximum extent permitted by applicable law, Customer further acknowledges and agrees that the only remedies available for breach of any such express warranties or representations are those expressly provided for within these Terms. For clarity, the Parties agree that any of Customer's click-through, hyperlinked, or similar boilerplate or standard terms and conditions, including those associated with Customer payment portals or onboarding of Samsara as a Customer vendor, are void and have no effect, notwithstanding anything to the contrary in such terms and conditions. If there is a conflict between the terms of an Order Form and these Terms, then the terms of the Order Form controls over these Terms; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in these Terms or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. Any Purchase Order is solely for Customer's convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to Customer following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement these Terms or the applicable Quote. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Samsara may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure solely to the benefit of the Parties, their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity or Party Affiliate, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Customer shall have no right to bring any claims under these Terms against any Samsara Affiliate, employee, director, officer, shareholder, or reseller, referral, insurance, or other channel partner. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

- 21.2. Acceptable Use. Customer may not, and may not allow any third-party including its Authorized Users to, (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose (e.g., unauthorized tracking or recording e.g., after the transfer or sale of Equipment) or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, stalking, or otherwise improper conduct towards any individual or entity, including but not limited to Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com or submit an anonymous concern via <https://samsara-external.allvoices.co/>.
- 21.3. Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.
- 21.4. Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.
- 21.5. Financed Purchases and Other Payment Arrangements. If you are financing the Products through a financing entity ("Lender"), or paying for the Products through a Customer Affiliate or other third party, the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under these Terms. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach these Terms or the terms of the Financing Agreement. Any Refunds issued by Samsara under these Terms for Product purchases financed under a Financing Agreement may in Samsara's sole discretion be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under these Terms and

such Order Form. Except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to indemnify, defend, and hold harmless Samsara against any liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses related to such Payment Arrangements.

21.6. Contact Information. If you have any questions about these Terms or the Products, please contact Samsara at info@samsara.com.

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

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

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

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

**Article 1:
General Terms**

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

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

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

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in material compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and all hardware solutions are subject to Supplier's Hardware Warranty and RMA Policy set forth at <https://www.samsara.com/legal/hardware-warranty>.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event will Supplier be liable to Sourcewell for incidental, special, punitive, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services.

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

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

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- e) **Publicity.** Any publicity regarding the subject matter of this Agreement must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for a party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.
- 23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance per the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including

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

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

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must, upon request, furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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

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

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

Article 3: Supplier Obligations to Participating Entities

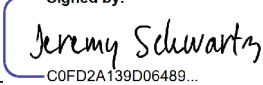
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

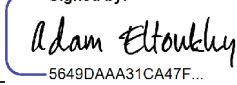
dispute resolution, governing law and venue, non-appropriation, insurance, and other material terms as mutually agreed.

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

Sourcewell

Signed by:

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

Samsara Inc.

Signed by:

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

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

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

Submission Details

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

Specifications

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

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

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

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

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Samsara is the global leader in Industrial IoT. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown exponentially. Today we serve over 30,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing.</p> <p>Samsara is a public company (NYSE: "IOT") led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud-managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about</p> <p>Samsara's core competencies include ELD, vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. We continue to invest heavily in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. Samsara prides itself in exceeding customer expectations.</p> <p>In terms of revenue, 42% comes from Vehicle Telematics, 46% comes from Video-based safety, and 12% comes from Apps & Driver Workflows, Equipment, Sites.</p>	Item 1.
12	What are your company's expectations in the event of an award?	<p>Samsara has a long-standing business relationship with Sourcewell. Should Sourcewell choose to continue this partnership, we will keep our current resources allocated to Sourcewell and keep on giving them the tools to succeed. Samsara has enabled Public Sector Sales Teams to take the easiest path to purchase through the current contract. Our partnership has allowed for operations to continue successfully during COVID-19, and our Samsara RFP Team has streamlined the procurement process and brought new business to both entities.</p> <p>For concrete examples of customer success, please refer to case studies contained in the Appendix of our response document.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>For the fiscal years ended February 3, 2024 and January 28, 2023, our revenue was \$937.4 million and \$652.5 million, respectively, representing year-over-year growth of 44% or year-over-year adjusted revenue growth of 41%.</p> <p>As a publicly-traded company, we publish our 10K reports on our website, here: https://investors.samsara.com/financials/sec-filings/default.aspx</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Since its creation in 2015, Samsara has remained the leader of IoT and telematics in North America, for the United States, Canada, and Mexico. Furthermore, Samsara's solution is fully compliant with all US States and the Canadian ELD Technical Standard, streamlining entirely cross-border operations.</p> <p>In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395.</p> <p>In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South).</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	See response above.	*

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

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>In the recent past, Samsara has been awarded the following:</p> <ul style="list-style-type: none"> 2024 Best Place to Work – Glassdoor 2023 Artificial Intelligence Excellence Award 2023 Company of the Year – Frost & Sullivan's 2023 Great Place to Work Certified 2022 Sustainability Award - Business Intelligence Group 2022 Campus Forward Award - Ripplmatch 2021 Emerging IT Vendors - CRN 2021 AI 50 - Forbes 2021 The Americas' Fastest Growing Companies - Financial Times 2021 America's Best Startup Employers - Forbes 2021 IoT 50 - CRN 2021 AI Excellence Awards - Business Intelligence Group 2021 IoT Analytics Solution of the Year - IoT Breakthrough Awards 2020 Best in Business Awards - Inc. 2020 FreightTech 25 - FreightWaves 2020 Fast 500 - Deloitte 2020 Top SaaS CEOs - Software Report 2020 World Changing Ideas - Fast Company 2020 Cloud 100 - Forbes 2020 Top Startups - LinkedIn 2020 International Business Awards - Stevie Awards 2019 Cloud 100 - Forbes 2019 Top Startups – LinkedIn 	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Item 1.</div>
21	What percentage of your sales are to the governmental sector in the past three years?	Approx. 8%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
22	What percentage of your sales are to the education sector in the past three years?	Approx. 3%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<ul style="list-style-type: none"> 1.) Utah DGS #PD3906 - <ul style="list-style-type: none"> 2023 - \$164,998.90 2024 - \$78,819.85 2. State of Kansas Fleet Management Solutions 53134 <ul style="list-style-type: none"> 2024 - \$246,253.36 3.) Minnesota Department of Administration 224308 <ul style="list-style-type: none"> 2023 - \$47,105.40 2024 - \$307,010.55 4.) New York State IT Umbrella Contract PM69845 <ul style="list-style-type: none"> 2023 - \$128,959.63 2024 - \$126,247.20 5.) New Jersey Participating Addendum M4014 <ul style="list-style-type: none"> 2023- \$26,879.40 2024 - \$281,878.89 6.) State of Tennessee SWC 195 Telematics Hardware, Services, and Accessories (71019) <ul style="list-style-type: none"> 2022- \$121,66.14 2023 - \$1,638,307.21 2024 - \$747,972.64 7.) Iowa Participating Addendum 23244 <ul style="list-style-type: none"> 2023 - \$172,079.70 2024 - \$746,868.46 	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Samsara GSA contract (GS-35F-327GA)</p> <ul style="list-style-type: none"> 2021- \$558,355 2022- \$19,449.99 2023 - \$956,054 2024- \$1,802,099.69 	*

Table 2B: References/Testimonials

Item 1.

Line Item 25. 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	Bill Zollo - Manager, DOTI Fleet Management Division	706-495-8617 william.zollo@denvergov.org	*
City of Sacramento	Alison Kerstetter - Fleet Manager	717-514-5989 akerstetter@cityofsacramento.org	*
City of Tallahassee	Frank Evans - Business Process Solutions Manager	850-891-1063 frank.evans@talgov.com	*

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

Describe your company’s capability to meet the needs of 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 *	
26	Sales force.	Samsara currently has over 1,800 employees worldwide entirely dedicated to Sales. This includes Account Development Representatives, Account Executives, Sales Engineers, etc.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Samsara has over 200 partners, referring to those who are qualified to resell our products, across all business units (fleet, industrial, connected sites, etc.). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. Carahsoft) fall under the 'IT systems distributor' industry. We do not have a geographical hub for our partners, we have one in just about every state, distributed evenly across the US.	*
28	Service force.	Samsara currently has over 1,100 employees worldwide dedicated to non-Sales duties. This includes engineers (firmware, hardware, software), customer support, operations teams, and leadership.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be all sent by Samsara directly. We use FedEx services to ship, and can ship overnight to both the US and Canada when inventory is available. Inventory is maintained in the US. Whether customers order through Samsara directly or through a reseller, Samsara remains the sole entity to ship hardware directly from our warehouse.	*

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

Table 4: Marketing Plan (100 Points)

Item 1.

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>With over 3,000 employees worldwide, Samsara uses all sorts of channels to spread information. We offer a team of internal evangelists touring events in North America and beyond, spreading the benefits our customers see in conferences, on social media, in blog posts, LinkedIn, press releases, and so forth. Additionally, we leverage targeted email campaigns and webinars to reach potential clients and provide in-depth insights into our solutions.</p> <p>Our customer database is rapidly growing and with over 30,000 fleets worldwide, we have been seeing a snowball effect of referrals from all sides. Our Marketing and Product Marketing teams have been deeply focusing on localizing content to speak to each audience and address concerns related to specific industries, etc. An example of this has been a heavy investment in the past year reaching out to Québec audiences in Canada, by way of localizing our website and solutions to French Canadian.</p> <p>We invite you to browse our website, as well as check out our LinkedIn page for all latest news. We also target specific industries core to our business, such as K-12, Higher Education Fleet Management, and Government, as described here: https://www.samsara.com/industries/k-12 - https://www.samsara.com/industries/higher-education and https://www.samsara.com/industries/state-local-government</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Samsara carefully monitors performance on our domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we are optimizing our solutions every step of the way. One of our strategies is to target ads to engage with prospects through the websites, associations and industry groups as trusted advisors to government and education customers.</p> <p>We have been invested heavily in SEO, monitoring engagement on LinkedIn, Meta, X, and Instagram, by using targeted ads to engage with prospects. Emails metrics include delivery success rates, unsubscribing rates, open rates, and click rates. Finally, website analytics remain at the core of the data that we rely on to identify trends and the areas which we can improve further.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We are happy to continue using our mutually beneficial co-marketing plan, and to keep the two approaches currently in place:</p> <p>If we are speaking with a client already on the Sourcewell membership list, we will be certain to promote our contract with them;</p> <p>If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We will keep on sharing the materials you provide us to highlight the benefits of purchasing through the cooperative.</p> <p>We will continue to educate our sales force on the benefits of Sourcewell and how the contract can add value for all parties throughout the purchasing process.</p> <p>We also train our internal sales force on the availability of Sourcewell to our government and education customers.</p> <p>Finally, in our standard sales process, the Samsara teams are trained to ask customers how they prefer to purchase technology, to fit their personal preference.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our online webstore is our main e-procurement system, which governmental and educational customers have successfully used to streamline their purchasing processes. This webstore can also be used to order replacement hardware, accessories, cables, and add-ons. Sourcewell clients will have access to this webstore.</p>

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

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

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

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

Related to our Company

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

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

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

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

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

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

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

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

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

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

Item 1.

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

<p>46</p>	<p>Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.</p>	<p>Samsara is GDPR compliant and is ISO 27001, 27017, 27018 and 27701. Additionally, we have re-certified our SOC 2 Type II. North American customer data is stored in AWS data centers in the United States (AWS US-West 2 region in Oregon). EU customer data is stored in AWS data centers in Ireland.</p> <p>Data at rest in Samsara's production network is encrypted using AWS's AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. Samsara has implemented appropriate safeguards to protect the creation, storage, retrieval, and destruction of secrets such as encryption keys and service account.</p> <p>Samsara is built on a secure multi-tenant cloud architecture with logical data separation using a hypervisor. Customer data is logically separated across distributed databases with required authentication checks for every application-layer and data-layer access made to any tenant's data. Data at rest in Samsara's production network is encrypted using AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. All data transmitted between Samsara clients and the Samsara service use strong encryption protocols. We use TLS 1.2 over public networks to protect data in transit.</p> <p>Finally, our SOC2 report includes details related to our security programs and the policies and procedures associated with them. This document is available with a signed SOC2 specific NDA, and can subsequently be requested here: https://security.samsara.com/?gad_source=1&gclid=Cj0KCQjw4Oe4BhCcARIsADQ0cslMw6lfiS5WfucqXtaUQvVsei-7t_MSIVVPZDIAdsqzyJrJayWBbukaAiHLEALw_wcB</p> <p>For a full overview of our security policies, please see: https://www.samsara.com/company/privacy and https://www.samsara.com/legal/data-protection-addendum</p>	<p>Item 1.</p>
<p>47</p>	<p>Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.</p>	<p>Samsara provides capabilities that align with V2G technology and smart city applications through its advanced solutions for fleet electrification and management. While not explicitly offering V2G, Samsara's telematics platform facilitates smart city initiatives by integrating electric vehicles into urban infrastructure:</p> <ol style="list-style-type: none"> 1: Real-Time Monitoring and Reporting: Samsara offers real-time state-of-charge monitoring for EVs, allowing fleet managers to make informed operational decisions. This feature mitigates range anxiety by providing alerts when battery levels fall, ensuring vehicles are managed efficiently. 2: Data for Infrastructure Planning: Using Samsara's historical charging data, cities like Boston have been able to plan and optimize the placement of EV charging stations, essential for expanding the electric vehicle infrastructure. 3: Integration and API Benefits: Samsara's open API capabilities enable integration with other smart city systems. This feature is useful for incorporating vehicle data into broader city planning and management platforms, promoting efficient energy management and usage. 4: Sustainability and Cost Savings: By leveraging data insights for fuel efficiency and electrification opportunities, Samsara aids cities in reducing their carbon footprint and operational costs, which are key aspects of smart city ecosystems. Through these capabilities, Samsara facilitates the incorporation of EVs into city fleets, promotes efficient energy use, and supports the infrastructure necessary for smart, sustainable cities. 	<p>*</p>
<p>48</p>	<p>Describe any capabilities around safety and accident management your proposed solutions offer.</p>	<p>Accident Management</p> <p>Hours of Service (HoS) data is captured by the vehicle gateway and is continuously uploaded to the cloud where is immediately visible in the Samsara Dashboard. If a gateway is unable to upload data due to lack of network coverage, the unit continues to store all HoS, location, and vehicle data locally. This means that a driver will always be able to show a DOT officer a fully compliant and up to date log, even without a cellular connection. Once connection is reestablished, all data is immediately uploaded to the Dashboard. Compliance teams then access all of this HoS data using the Samsara Dashboard. The Dashboard provides centralized visibility of HoS logs and fleet activity. It allows visibility into real-time location, duty status, HOS logs, and driving hours remaining for any driver in the fleet.</p> <p>Samsara will capture telematic data for a crash via the vehicle gateway (gps, speed, data</p>	

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

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

Harsh Events

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

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

Coaching

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

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

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

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

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

Driver Scoring

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

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

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

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

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

Speeding behaviours: $(\text{Time spent speeding} \times \text{weight}) / (\text{total time driving} / 100)$

AI Following Distance, AI Distracted Driving: $(\text{Number of events} \times \text{weight}) / \text{total time driving}$

All Other Behaviours: $(\text{Number of events} \times \text{weight}) / (\text{total miles driven} / 1000)$

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

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

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

Table 5B: Value-Added Attributes

Item 1.

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

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

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

61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard.</p> <p>All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees.</p>	<p>Item 1.</p> <p>*</p>
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Samsara offers line-item discounts on a case-by-case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities.</p> <p>Please refer to the pricing provided as part of our response, which contains all applicable SKUs offered to Sourcwell, including detailed pricing data and discounts. Additionally, please see Samsara's latest warranty policy: https://www.samsara.com/support/hardware-warranty</p>	<p>*</p>
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Samsara is offering a 2% discount to MSRP pricing for Sourcwell entities wishing to leverage their existing Sourcwell relationship to purchase Samsara. Please see full details in the attached price sheet.</p>	<p>*</p>
64	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager directly during the purchasing process.</p>	<p>*</p>

<p>65</p>	<p>Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.</p>	<p>Samsara has an open integration ecosystem based on our public API. We make it easy for software providers to connect to the Samsara cloud for system of record data on physical operations in the context of a mutual customer.</p> <p>Learn more on the developer site: https://developers.samsara.com/docs</p> <p>Samsara is an industry leader with an ecosystem of more than 200 connected apps and integrations.</p> <p>Learn more on App Marketplace: https://www.samsara.com/resources/marketplace/</p> <p>The App Marketplace program is managed by the Samsara Product: Platform team. We are constantly adding developer tools and features to make it easier for partners to build with Samsara and for our customers to take advantage of data sharing between platforms for a more integrated tech stack. Integrations must be fully vetted to be listed on App Marketplace, including: technical documentation on how the integration works including the API endpoints used, frequency that data is retrieved/posted, data access scopes required, enablement steps and support resources. Every integration must be proven out in a production environment before being listed publicly.</p> <p>More than 8,000 Samsara customers use integrations. Among the 200+ integrations on App Marketplace, the most popular are used by more than 1,000 fleets.</p> <p>To see what 3rd party developers see about App Marketplace: https://docs.google.com/presentation/d/1WjQ58ldDd2-v9_VJW1p8C7CQNCACWKHvTEoc7TGh8FQ/edit</p> <p>While some of these partners listed may have their own fees for certain integrations, Samsara never charges extra for an existing pre-built integration.</p> <p>Should a customer wish to build a new integration from the ground up, an individual quote will be supplied for each such request. Cost will be determined on a case-by-case basis. This could also be a custom success or support program that a customer might request above and beyond our typical implementation and customer success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy each request.</p> <p>As for installations, over 95% of Samsara customers choose to self-install, as our hardware are plug-and-play and typically take about 15 minutes to install (vehicle gateway only), up to 30mins (vehicle gateway + dash cam). Should a customer prefer to call in a third party to install our hardware, we will happily supply them with a list of certified installers upon request.</p>	<p>Item 1.</p> <p>*</p>
<p>66</p>	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Applicable taxes Shipping & Handling Installation (if a customer does not wish to self-install)</p>	<p>*</p>

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

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event of an award.	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Item 1.</div> *
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Table 7: Pricing Offered

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

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

Item 1.

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

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
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76	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Samsara complies with this requirement. We have pre-built integrations with most leading FMIS systems to include vehicle location information and maintenance data among other data points. In the event that a pre-built integration does not exist today, we will work with the FMIS system to get this completed as quickly as possible and based on your guidance.</p> <p>Samsara is currently able to sync our Vehicle Gateway and Asset Gateway data such as trip history, engine runtimes, fault code analysis and odometer data. Additionally, we can also trigger work orders to be created when faulty DVIRs are submitted, with service requests being directly sent to technicians.</p>	<p>Item 1.</p> <p>*</p>
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Samsara has a large internal quality organization that looks after hardware, firmware, and software quality. In addition to this, we leverage our manufacturing partners' quality/reliability teams to provide additional test capacity. These teams are in place to deal with any issues and questions that arise during manufacturing.</p> <p>Samsara works to maintain current quality standards while focusing on an industry leading rate of innovation. Samsara's SaaS platform system leverages AWS infrastructure, which is ISO 27001 certified. We undergo SOC2 type II audit. Our software development teams have a QAP in place. The purpose of the program is to account for Accountability for the Samsara product lifecycle and platform. The product quality program spans Design, PM, Engineering, and QE.</p> <p>Each Product Group has an assigned advising QE. This QE adviser provides consultation, review, and/or sign-off on test planning.</p> <p>Products have hands-on, direct QA testing support (ie drive testing on ELD or firmware testing).</p> <p>In addition, Samsara hardware is proprietary, engineered in-house, and intended for industrial applications, including manufacturing, oil and gas, trucking / distribution, etc. Our hardware is designed in-house using industrial grade materials -- such as polycarbonate plastics, steel, aluminum and industrial rated electrical components. Each of hardware product datasheet's detailed in our proposal show the individual certifications that our hardware has achieved.</p>	<p>*</p>

Item 1.

Our hardware is designed to withstand (when applicable):
IP69k ingress protection (intended for industrial wash applications)
Rugged vibration testing (ISO16750, random vibration testing of 32hrs/axis up to 1000hz)
Extensive thermal cycling (-40C to 85C)
Drop testing
Among other tests as part of a comprehensive reliability test suite

Our reliability test suite is intended to stress our products and accelerate aging to simulate real life wear and tear of our products. We design our products to survive throughout the service life. The random failures that do occur, while unexpected, are analyzed internally and the information is used to improve the robustness of our products. We set a high bar for ourselves to deliver the most reliable customer experience and regularly sample our reliability to the competition, the market and adjacent markets to ensure that we meet stringent quality standards. We provide intelligent device health reporting that will allow you to immediately tell if a device is having issues before a vehicle ever goes offline, preventing the loss of critical footage or diagnostics information. If a device issue is identified, Samsara is the only solution on the market to provide actionable recommendations to remedy the device, directly from the Dashboard.

Overall Samsara are in a very strong position to manage quality as we create both the software and hardware elements of our solution providing us with end to end visibility and complete control over the entire interoperability.

78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<div style="float: right; border: 1px solid black; padding: 2px;">Item 1.</div> <p>Samsara's ecosystem of products and the Samsara Dashboard are all designed in house. This includes our two applications, available on both iOS and Android devices, our Fleet Management App and our Driver app.</p> <p>The Driver App is an all-in-one app that lets administrators give drivers the right information at the right time, so they can meet demanding schedules with great precision.</p> <p>Administrators can tailor the driver's experience directly from the dashboard or push information from other systems via open APIs. An easy-to-use interface means less paperwork, improved compliance, and greater productivity across your entire fleet.</p> <p>The Samsara Driver App works on any iOS or Android device. The Driver App is included with your Samsara Vehicle Gateway license.</p> <p>The Samsara Fleet Mobile App is built for fleet managers on the move. Whether you are in the office or in the field, the Samsara Fleet Mobile App helps you stay on top of operations with in-app alerts that notify you of events that need attention.</p> <p>Improve safety at the moment with the ability to review safety events, download HD dash camera footage, and share videos in the field. In addition to safety event data, the app provides real-time visibility into vehicle location so you can pinpoint drivers who need assistance and navigate to their location in one click.</p> <p>To help streamline driver and technician workflows, the app also provides diagnostic, HOS, and sensor data. Live ETAs can also be directly shared with customers with a single tap.</p> <p>Fleet Mobile App features are included with relevant licenses i.e. Safety features are included with Video-Based Safety licenses.</p> <p>https://kb.samsara.com/hc/en-us/articles/360040058532-Samsara-Fleet-App-Features</p>
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79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Samsara's GPS/Telematics offering is the core of our business and the first product we brought to market. Samsara is 100% focused on creating safer, more efficient and more sustainable operations of vehicle fleets through GPS/Telematics, video based safety and our mobile/online apps designed to digitize and automate all related processes. Based on our strength and focus in this specialized market we have been ranked as one of the fastest growing companies in America for several years. Because we are completely focused on GPS/Telematics and Safety we are able to release over 200 new features annually based on what our customers are asking for and as a result have been growing at nearly 100% annually with the average customer expanding their relationship with us by 25% every year.</p> <p>We have nearly 1,000 public sector fleets and over 30,000 total fleets using Samsara for Telematics, GPS and video based safety today. In total we have over 2,000,000 vehicles being monitored collecting over 4.6 Trillion data points, facilitating over 33 Billion API calls, collecting over 85 Billion minutes of video footage and detecting over 2.4 Billion safety events annually.</p>	<div style="border: 1px solid black; padding: 2px; width: fit-content;">Item 1.</div>
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80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	<div style="border: 1px solid black; padding: 2px; float: right; margin-bottom: 10px;">Item 1.</div> <p>Samsara has two forms of Asset Tracking, Powered and Unpowered. Powered asset gateways include the Powered Asset Gateway and Powered Asset Gateway +. The Powered Asset Gateway Plus is ideal for monitoring specialty and refrigerated trailers, off-highway vehicles, heavy equipment, and high-value mobile assets. The Asset Gateway is ideal for monitoring dry-van and flatbed trailers and powered equipment. Both powered asset trackers provide real-time GPS tracking as well as reporting on telematics, utilization, dormancy, etc. Our Unpowered Asset Gateway is a battery-powered Asset Tracking Device for periodic check-in as well as wake-on-motion updates. Samsara's newest product in this space - the Asset Tag- uses bluetooth technology to small, mission critical assets in near real-time. These products are seamlessly integrated into the same dashboard as vehicle trackers and allow for alerts and alarms around movement.</p> <p>The Asset Gateway + & Asset Gateway have GPS and cellular hardware internal to the device, allowing for the tracking of assets.</p> <p>Product Information:</p> <p>Asset Gateway +: https://www.samsara.com/products/models/ag26/ Powered Asset Gateway: https://www.samsara.com/products/models/powerd-asset-gateway/ Unpowered Asset Gateway: https://www.samsara.com/products/models/unpowered-asset-gateway/ Asset Tag: https://www.samsara.com/products/models/asset-tag</p>
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81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<div style="border: 1px solid black; padding: 2px; float: right; margin-bottom: 10px;">Item 1.</div> <p>Samsara provides customizable geofences (https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address) that can be adjusted directly in the cloud dashboard.</p> <p>By default, each new address will have a geofence boundary with a 250 meter radius from the address. Alternatively, you may use the drawing tools to adjust the geofence perimeter or shape to be a box, circle, or multi-point polygon.</p> <p>NOTE: With Samsara, the detailed polygon that you draw for the address will be used for all geofence detections, including automatic detection of route stop arrival and route stop departure. Some other vendors in the market default back to a radius for route-stop events, regardless of a detailed geofence drawing.</p> <p>Once defined, you may also select an Address Type for each geofence, including: Normal Geofence: Assigns a boundary around the address for a region of interest. You can use the geofence for route tracking as start and stop indicators when entering or exiting the geofence. Yard: Unassigned trips contained within this geofence will be automatically annotated for ELD compliance. These automatic annotations should only be used for ELD exempt personnel, such as mechanics, fuelers, or washers. ELD subject drivers should always sign in to the Samsara Driver App and log their appropriate duty status. Risk Zone: Used to highlight dangerous locations where thefts or similar incidents often happen. Risk Zones appear as red geofences in the Fleet Overview</p> <p>It is also possible to use geofences to auto-dismiss safety events within the geofence.</p>
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82	Motor pool and fleet sharing solutions services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Because our hardware is plug-and-play, the motor pool and fleet sharing solutions services can be easily integrated and managed through our cloud-based platform. By using our Driver App, employees can submit digital documents, barcodes, signatures and scans through our Custom Forms or Driver Documents functions.</p> <p>As for understanding which driver drives what vehicle in real-time, Samsara made this is easy through a multitude of driver login options: driver login is linked to their assigned routes within the dashboard. Once a driver begins driving, their assigned route, status, and timing automatically begins, or if using Samsara dual-facing dash cams, drivers will be assigned as soon as a vehicle is started. We also offer an NFC ID card reader.</p>	<p>Item 1.</p>
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Samsara offers both the CM33 (forward-facing) and the CM34 (dual-facing) dash cams, as well as the HD Camera Connector. Please see below for a broad overview of our flagship products, also presented in our response document.</p> <p>Samsara's CM33 Front-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM33 is purpose-built to reduce high-risk behaviors, lower safety-related costs, and provide deep visibility into fleet operations.</p> <p>The CM33 analyzes the road in real-time, providing advanced visibility into the cause of accidents. Using artificial intelligence on the edge, the CM33 can instantly detect events such as tailgating and rolling through a stop sign.</p> <p>The CM33's cellular capabilities eliminate the need for manually retrieving memory cards from vehicles or downloading footage from a DVR. Operators can instantly access recent and historical captures from any web browser.</p> <p>The CM34 Dual-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM34 is purpose-built to reduce high-risk behaviors, like distracted driving and tailgating, lower safety-related costs, and provide deep visibility into</p>	<p>*</p>

Item 1.

fleet operations.

The CM34 captures smooth, high-definition video of the road and driver simultaneously, enabling operators to clearly see events of interest. With high-end resolution, 30 frame per second capture, and in-cab Infrared LED for unlit nighttime video, the CM34 provides exceptional performance in a scalable camera system.

The CM34 analyzes driver behavior and road conditions in real time, providing unprecedented visibility into leading causes of preventable accidents. Using artificial intelligence on the edge, the CM34 can instantly detect events, such as distracted driving and rolling through a stop sign.

The HD Camera connector allows fleets to connect up to 4 high-definition third-party cameras for side, rear, or interior visibility. Fleet and safety managers can bring cloud connectivity to existing cameras and harness the power of 360 degree visibility.

With advances in imaging technology, encoding, and wireless data networks, Samsara dash cams bring tremendous quality and features at a fraction of the cost of traditional enterprise-class systems. With no complex wiring or configuration, it's also easy to use. Samsara dash cams install in about ten minutes, and the Samsara Cloud dashboard enables users to access footage without training or IT expertise.

<p>84</p>	<p>Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>In August 2019, Samsara achieved a net-zero carbon footprint. Samsara helps its customers achieve their goals for waste reduction, greenhouse gas (GHG) reduction, and renewable energy sources as outlined in Samsara's 2022 Environmental, Social, and Governance Report. https://www.samsara.com/pdf/docs/ESG-Report.pdf</p> <p>Additionally, the Fuel & Energy report displays information about the fuel efficiency, estimated carbon emissions and usage of drivers or vehicles in the fleet.</p> <p>Please see: https://kb.samsara.com/hc/en-us/articles/360042282731-Fuel-Energy-Report</p> <p>Finally, Samsara is a market leader in EV support and is an integral business investment area. We have been investing heavily in the last 2 years on EV model coverage and functionality for fleets that are looking to transition or have already transitioned to EVs.</p> <p>Samsara offers a EV suitability report to help fleets identify potential vehicles that are best candidates to electrify/replace based on user configurable parameters. https://kb.samsara.com/hc/en-us/articles/360062066832-EV-Suitability-Report</p> <p>We work closely with our customers to identify new EV models they are purchasing and invest in R&D to solve the challenge of reading out EV diagnostics such as Odometer, state of charge, state of health, energy consumed and more.</p> <p>Samsara's hardware is designed to be compatible with all vehicle types. The capabilities specific to EVs and Hybrids include electric vehicle management, including a fleet electrification report, real-time charging status & alerts, EV route planning, fuel & energy reporting, an EV charging report, battery health, EV utilization history, & more. For more information, please visit: https://www.samsara.com/products/telematics/electric-vehicles</p>	<p>Item 1.</p>
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Exceptions to Terms, Conditions, or Specifications Form

Item 1.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Samsara - Sourcewell RFP Submission 2024.xlsx - Monday October 28, 2024 22:47:16
 - [Financial Strength and Stability](#) - Samsara - FY24 - 10K Filing.pdf - Monday October 28, 2024 22:44:46
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Blank Order Form.pdf - Tuesday October 29, 2024 12:20:06
 - [Requested Exceptions](#) - RFP_102924_Master_Agreement_Fleet Management Technologies (Samsara 2024.10.28).docx - Monday October 28, 2024 22:43:28
 - [Upload Additional Document](#) - Samsara for Sourcewell - October 2024 .pdf - Monday October 28, 2024 22:56:20

Addenda, Terms and Conditions

Item 1.

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal. Item 1.

Yes No

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

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

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



Finance Committee Meeting

Meeting Date: June 9, 2026

Election Results Resolution for SPLOST 9

Department:	Finance / Law Department
Presenter:	Mattie Sue Stevens, Deputy Administrator / James T. Plunkett, Interim General Counsel
Caption:	Motion to adopt an Election Results Resolution declaring the results of the May 19, 2026, election regarding the reimposition of a special one percent sales and use tax (SPLOST 9).
Background:	During the May 19, 2026, election, a majority of voters voted in favor of the reimposition of a special one percent sales and use tax (SPLOST 9) and the issuance of general obligation bonds. The results were certified by the Richmond County Board of Elections on May 22, 2026.
Analysis:	Elections law requires the Augusta Commission to adopt a resolution declaring the results of the SPLOST election.
Financial Impact:	None at this time.
Alternatives:	N/A
Recommendation:	Adopt an Election Results Resolution declaring the results of the May 19, 2026, election regarding the reimposition of a special one percent sales and use tax (SPLOST 9).
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

A RESOLUTION OF THE AUGUSTA-RICHMOND COUNTY COMMISSION DECLARING THE RESULTS OF AN ELECTION HELD ON MAY 19, 2026 TO DETERMINE THE REIMPOSITION OR NON-REIMPOSITION OF A SPECIAL ONE PERCENT SALES AND USE TAX; AND FOR OTHER RELATED PURPOSES.

WHEREAS, Augusta-Richmond County Commission (the “Commission”), which is charged with the duties of levying taxes, contracting debts, and managing the affairs of Augusta, Georgia (the “Consolidated Government”), and the Richmond County Board of Elections (the “Superintendent of Elections”), which is the Superintendent of Elections of Richmond County, called an election that was held on May 19, 2026 for the purpose of submitting to the qualified voters of Richmond County the question of whether or not a special one percent sales and use tax should be reimposed; and

WHEREAS, the ballots used in the election provided that if reimposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the County in the principal amount of \$80,900,000 (the “General Obligation Debt”); and

WHEREAS, the returns of the election were duly brought up by the Managers of such election, as required by law, and were presented to the Superintendent of Elections on its own behalf and on behalf of the Commission for consolidation and for the declaration of the result of the election; and

WHEREAS, the returns of the election were received from all of the poll officers and thereupon the Superintendent of Elections canvassed, computed, and consolidated the returns of the election and concurrent with the adoption of this resolution delivered a certified copy of the consolidated return of the election to the Commission, and the result of the election was as follows:

Total Voted Ballots Cast	37,937
Total Blank Votes Cast	863
Total Ballots Cast	38,800
Total number of votes cast FOR the reimposition of a special one percent sales and use tax	22,223
Total number of votes cast AGAINST the reimposition of a special one percent sales and use tax	15,714

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission, and it is hereby resolved by authority of the same, that the election resulted in favor of the reimposition of a special one percent sales and use tax, by an affirmative vote of a majority of the qualified voters of Richmond County voting in the election held for such purpose, that the reimposition of the special one percent sales and use tax and the issuance of the General

Obligation Debt have been authorized as required by law, and that the results of the election are hereby declared to be as set forth above.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that a duly certified copy of the consolidated election return of the Superintendent of Elections be attached to this resolution as Exhibit "A" and made a part hereof.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 16th day of June 2026.

(SEAL)

AUGUSTA, GEORGIA

By: _____
Mayor

Attest:

Clerk of Commission

EXHIBIT "A"
CONSOLIDATED ELECTION RETURN

[Attached]



BOARD OF ELECTIONS

W. TRAVIS DOSS, JR.
Executive Director

KATINA JOYNER
Deputy Director

LYNN BAILEY
Chair
SHERRY T. BARNES
EUGENE D. BEVERLY
ISAAC J. McADAMS
BETTY C. REECE

This is to certify that the attached document is a true and correct copy of the Resolution declaring the results of an election held on the May 19, 2026 to determine the reimposition or non-reimposition of a special one percent sales and use tax in Augusta-Richmond County, Georgia

This 22nd, day of May, 2026

W. Travis Doss, Jr., Executive Director
for Richmond County Board of Elections,
Election Superintendent

A RESOLUTION OF THE RICHMOND COUNTY BOARD OF ELECTIONS DECLARING THE RESULTS OF AN ELECTION HELD ON MAY 19, 2026 TO DETERMINE THE REIMPOSITION OR NON-REIMPOSITION OF A SPECIAL ONE PERCENT SALES AND USE TAX; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Augusta-Richmond County Commission (the "Commission"), which is charged with the duties of levying taxes, contracting debts, and managing the affairs of Augusta, Georgia (the "Consolidated Government"), and the Richmond County Board of Elections (the "Superintendent of Elections"), which is the Superintendent of Elections of Richmond County, called an election that was held on May 19, 2026 for the purpose of submitting to the qualified voters of Richmond County the question of whether or not a special one percent sales and use tax should be reimposed; and

WHEREAS, the ballots used in the election provided that if reimposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the Consolidated Government in the principal amount of \$80,900,000 (the "General Obligation Debt"); and

WHEREAS, the returns of the election were duly brought up by the Managers of such election, as required by law, and were presented to the Superintendent of Elections on its own behalf and on behalf of the Commission for consolidation and for the declaration of the result of the election; and

WHEREAS, the returns of the election were received from all of the poll officers and thereupon the Superintendent of Elections canvassed, computed, and consolidated the returns of the election, and the result of the election was as follows:

Total Voted Ballots Cast	38,800 37,937
Total Blank Votes Cast	863
Total Ballots Cast	38,800
Total number of votes cast FOR the reimposition of a special one percent sales and use tax	22,223
Total number of votes cast AGAINST the reimposition of a special one percent sales and use tax	15,714

NOW, THEREFORE, BE IT RESOLVED by the Richmond County Board of Elections, and it is hereby resolved by authority of the same, that the election resulted in favor of the reimposition of a special one percent sales and use tax, by an affirmative vote of a majority of the qualified voters of Richmond County voting in the election held for such purpose, that the reimposition of the special one percent sales and use tax and the issuance of the General Obligation Debt have been authorized as required by law, and that the results of the election are hereby declared to be as set forth above.

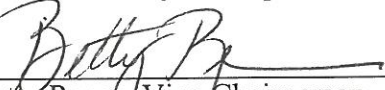
BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that the election returns of the several Managers on file with the Superintendent of Elections are incorporated herein by this reference.


BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that a duly certified copy of this resolution be furnished to the Commission so that it may declare the results of the election as provided by law.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 22nd day of May 2026.


RICHMOND COUNTY BOARD OF ELECTIONS

By: 
Lynn Bailey, Chairperson


Betty Reece, Vice Chairperson


Sherry T. Barnes, Secretary


Eugene Beverly, Member


Isaac McAdams, Member

STATE OF GEORGIA
RICHMOND COUNTY

SECRETARY'S CERTIFICATE

I, **SHERRY T. BARNES**, Secretary of the Richmond County Board of Elections, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Richmond County Board of Elections at an open public meeting duly called and lawfully assembled at 3:05 p.m., on the 22nd day of May 2026, in connection with declaring the results of an election pertaining to the reimposition or non-reimposition of a special one percent sales and use tax, the original of such resolution being duly recorded in the Minute Book of the Richmond County Board of Elections, which Minute Book is in my custody and control at the Board of Elections Office located at 535 Telfair Street, Room 500, Augusta, Georgia.

I do hereby further certify that the following members of the Richmond County Board of Elections were present at such meeting:

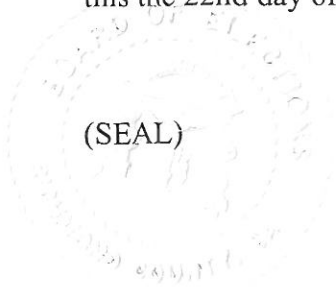
- Lynn Bailey
- Betty Reece
- Sherry T. Barnes
- Marcia Brown
- Eugene Beverly
- Isaac McAdams

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye 5 Nay 0.

WITNESS my hand and the official seal of the Richmond County Board of Elections, this the 22nd day of May 2026.



(SEAL)

Sherry T Barnes
Secretary



BOARD OF ELECTIONS

W. TRAVIS DOSS, JR.
Executive Director

KATINA JOYNER
Deputy Director

LYNN BAILEY
Chair
SHERRY T. BARNES
EUGENE D. BEVERLY
ISAAC J. McADAMS
BETTY C. REECE

This is to certify that the attached document is a true and correct copy of the Official Certified Results of the May 19, 2026 Special Election for the reimposition or non-reimposition of a special one percent sales and use tax in Augusta-Richmond County, Georgia

This 22nd, day of May, 2026

A handwritten signature in blue ink, which appears to read "W. Travis Doss, Jr.", is written over a horizontal line.

W. Travis Doss, Jr., Executive Director
for Richmond County Board of Elections,
Election Superintendent

CONSOLIDATED MUNICIPAL/COUNTY CERTIFICATION OF RETURNS FOR

Item 2.

- SPECIAL ELECTION
- GENERAL ELECTION
- RUNOFF ELECTION

May 19, 2020
Date

Richmond County
Municipality/County

Instructions: Prepare and print (4) copies of the Election Summary (county consolidated vote totals report that is generated by EMS). Attach copies of this consolidated certification report as follows:

1. **White** sheet is attached to Election Summary and returned to Secretary of State.
2. **Yellow** sheet is attached to Election Summary and maintained by Superintendent.
3. **Pink** sheet is attached to Election Summary and sent to Clerk of Superior Court.
4. **Goldenrod** Copy is attached to Election Summary and immediately posted at the City Hall (city) or Courthouse (county).

ELECTION SUMMARY MUST BE ATTACHED TO THIS FORM

REFERENDUM QUESTIONS: Affix a copy of the complete wording of the question(s) as such appeared on the ballot.

SHORT TITLE OF QUESTION(S) AS SHOWN ON ATTACHED ELECTION SUMMARY:

QUESTION:
See attached

Pursuant to
OCGA 48-8-110(a)

QUESTION:

This Referendum was held in accordance with
(Citation of Act calling for the Election):

Local Act No. _____ Year _____

Ga. Laws page No. _____

This Referendum was held in accordance with
(Citation of Act calling for the Election):

Local Act No. _____ Year _____

Ga. Laws page No. _____

We, the undersigned Superintendent/Supervisor of Elections and the Assistants, do jointly and severally certify that the attached Election Summary is a true and correct count of the votes cast in this City/County.

In TESTIMONY WHEREOF, We have hereunto set our hands and seals this 22nd day of May, 20. SIGNED IN QUADRUPPLICATE.

[Signature] Assistant
[Signature] Assistant
[Signature] Assistant
[Signature] Assistant
[Signature] Assistant

[Signature]
 Superintendent/Supervisor Of Elections

Reimposition Or Non-Reimposition Of A Special One Percent Sales And Use Tax

(Vote for One)

"Shall a special 1 percent sales and use tax be reimposed in the special district of Richmond County, upon the termination of the special one percent sales and use tax presently in effect, for the raising of not more than \$375,000,000 for the following purposes pursuant to an Intergovernmental Sales Tax Agreement, dated as of January 1, 2026, among Augusta, Georgia ("Augusta"), the City of Blythe, Georgia ("Blythe"), and the City of Hephzibah ("Hephzibah"): (a) capital outlay projects, which are estimated to cost \$358,825,000, to be owned or operated or both by Augusta or by the State of Georgia or one or more local authorities within the Special District pursuant to intergovernmental contracts with Augusta (the "Augusta Projects"): (1) Public Safety, including Public Safety Facilities, Equipment, and Vehicles, and Detention Center Renovation, (2) Quality of Life, including Parks and Recreation Facilities and Improvements, (3) Facilities and General Government, including Information Technology Upgrades and Improvements, Juvenile Court Project, and Convention Center Improvements, (4) Infrastructure, including Road, Street, Bridge, and Drainage Improvements, Water and Sewer System Improvements, and Airport Improvements, and (5) State and Authority Projects, including Augusta University Research Facility and Augusta Canal Authority Pedestrian Bridge and Canal Projects; (b) capital outlay projects, which are estimated to cost \$3,773,000, to be owned or operated or both by Blythe: (1) Public Safety Equipment and Vehicles, (2) Water System Improvements, (3) Stormwater Collection System Improvements, (4) Parks, Recreation, and Library, (5) New Equipment, and (6) Facilities Replacement; and (c) capital outlay projects, which are estimated to cost \$12,442,000, to be owned or operated or both by Hephzibah: (1) Town Square with City Hall (2) Public Safety Equipment and Vehicles, (3) Solar Projects, (4) Highway 88 Fire Station, (5) Amphitheatre, (6) Road and Street Improvements, and (7) Water and Sewer System Improvements?" "If reimposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Augusta, Georgia in the principal amount of \$80,900,000 for the purpose of any one or more of the Augusta Projects."

Yes

No

Reimposition Or Non-Reimposition Of A Special One Percent Sales And Use Tax (Vote for 1)

Item 2.

Precincts Reported: 65 of 65 (100.00%)

	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast	20,533	17,468	779	20	38,800 / 131,245	29.56%
Undervotes	430	361	70	2	863	
Overvotes	0	0	0	0	0	

Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		11,829	9,958	426	10	22,223	58.58%
No		8,274	7,149	283	8	15,714	41.42%
Total Votes		20,103	17,107	709	18	37,937	

	Election Day	Advance Voting	Absentee by Mail	Provisional	Total
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Special One-Half Percent Sales And Use Tax To Reduce Property Taxes (Vote for 1)

Precincts Reported: 65 of 65 (100.00%)

	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast	20,533	17,468	779	20	38,800 / 131,245	29.56%
Undervotes	322	224	55	2	603	
Overvotes	0	0	0	0	0	

Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		14,168	12,341	494	15	27,018	70.73%
No		6,043	4,903	230	3	11,179	29.27%
Total Votes		20,211	17,244	724	18	38,197	

	Election Day	Advance Voting	Absentee by Mail	Provisional	Total
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**STATE OF GEORGIA
RICHMOND COUNTY**

CLERK’S CERTIFICATE

I, **LENA J. BONNER**, Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Augusta-Richmond County Commission (the “Commission”) at an open public meeting duly called and lawfully assembled at 2:00 p.m., on the 16th day of June 2026, in connection with declaring the results of an election pertaining to the reimposition or non-reimposition of a special one percent sales and use tax, the original of such resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Commission were present at such meeting:

- Mayor Garnett Johnson
- Jordan Johnson
- Stacy Pulliam
- Catherine Smith-Rice
- Lonnie Wimberly
- Don Clark
- Tony Lewis
- Tina Slendak
- Brandon Garrett
- Francine Scott
- Wayne Guilfoyle

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye ___ Nay ___

WITNESS my hand and the official seal of Augusta, Georgia, this the ___ day of June 2026.

(SEAL)

Clerk of Commission



Finance Committee Meeting

Meeting Date: June 9, 2026

Validation Resolution for SPLOST 9 Bonds

Department:	Finance / Law Department
Presenter:	Mattie Sue Stevens, Deputy Administrator / James T. Plunkett, Interim General Counsel
Caption:	Motion to adopt a Validation Resolution authorizing the commencement of validation proceedings for general obligation bonds (SPLOST 9).
Background:	During the May 19, 2026, SPLOST election, voters authorized the issuance of \$80,900,000 in general obligation bonds to fund the construction of one or more of the SPLOST 9 projects. The Augusta Commission will consider which projects to undertake with bond proceeds in the coming months.
Analysis:	Validation is one of the early steps in the bond issuance process. The purpose is to legally confirm that the bonds have been properly authorized. To facilitate the issuance of bonds and avoid future delays, it is beneficial to move forward with the validation proceedings at this time. A resolution is needed to authorize this action.
Financial Impact:	None at this time.
Alternatives:	Do not adopt the resolution and delay initiation of the validation proceedings.
Recommendation:	Adopt a Validation Resolution authorizing the commencement of validation proceedings for general obligation bonds (SPLOST 9).
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

A RESOLUTION OF THE AUGUSTA-RICHMOND COUNTY COMMISSION AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS FOR ITS GENERAL OBLIGATION BONDS; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Augusta-Richmond County Commission (the “Commission”), which is charged with the duties of levying taxes, contracting debts, and managing the affairs of Augusta, Georgia (the “Consolidated Government”), and the Richmond County Board of Elections, which is the Superintendent of Elections of Richmond County, called an election which was held on May 19, 2026, for the purpose of submitting to the qualified voters of Richmond County the question of whether or not a one percent sales and use tax should be reimposed; and

WHEREAS, the ballots used in the election provided that if reimposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the Consolidated Government in the principal amount of \$80,900,000 (the “General Obligation Debt”); and

WHEREAS, at the election duly called and held on May 19, 2026, a majority of the qualified voters of Richmond County, voting in the election, voted in favor of the reimposition of the sales and use tax, which vote also constituted approval of the issuance of the General Obligation Debt; and

WHEREAS, on the date hereof, the Commission adopted, at a meeting duly called and held, a resolution entitled:

A RESOLUTION OF THE AUGUSTA-RICHMOND COUNTY COMMISSION DECLARING THE RESULTS OF AN ELECTION HELD ON MAY 19, 2026 TO DETERMINE THE REIMPOSITION OR NON-REIMPOSITION OF A SPECIAL ONE PERCENT SALES AND USE TAX; AND FOR OTHER RELATED PURPOSES

declaring the results of the election to be in favor of the reimposition of the sales and use tax; and

WHEREAS, the Consolidated Government wishes to issue, in one or more series and on one or more dates of issuance, all of the General Obligation Debt so authorized in the aggregate principal amount of \$80,900,000, in the form of general obligation bonds of the Consolidated Government, and wishes to authorize the commencement of validation proceedings for such bonds;

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission, and it is hereby resolved by authority of the same, that the attorneys for the Consolidated Government are hereby authorized and instructed to commence validation proceedings in accordance with the requirements of Article 2 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, as amended, and to take all actions necessary to obtain an order of the Superior Court of Richmond County, Georgia validating and confirming such bonds, and that the Mayor of Augusta, Georgia is hereby authorized and directed to execute any pleadings in connection therewith.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that it is hereby determined that, during each year in which any payment of principal or interest on such bonds comes due, the Consolidated Government will receive from the sales and use tax net proceeds sufficient to fully satisfy such liability, as indicated on Exhibit A attached hereto and made a part hereof.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 16th day of June 2026.

AUGUSTA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk of Commission

EXHIBIT A
SUFFICIENCY DETERMINATION

<u>Year Ending December 31</u>	<u>Estimated Net Proceeds of Sales And Use Tax¹</u>	<u>Maximum Principal and Interest Requirements²</u>
2026	\$ 9,976,220.76	\$ ---
2027	59,857,324.58	15,872,916.67
2028	59,857,324.58	15,876,750.00
2029	59,857,324.58	15,874,750.00
2030	59,857,324.58	15,876,750.00
2031	59,857,324.58	15,876,000.00
2032	<u>59,857,324.58</u>	<u>15,876,000.00</u>
	<u>\$369,120,168.24</u>	<u>\$95,253,166.67</u>

¹ Based on assumed growth rate of -0-% per year.

² Based upon maximum interest rate of 5.00% and after deducting funded interest and expected interest earnings thereon.

**STATE OF GEORGIA
RICHMOND COUNTY**

CLERK’S CERTIFICATE

I, **LENA J. BONNER**, Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Augusta-Richmond County Commission (the “Commission”) at an open public meeting duly called and lawfully assembled at 2:00 p.m., on the 16th day of June 2026, in connection with authorizing the commencement of validation proceedings for its general obligation bonds, the original of such resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Commission were present at such meeting:

- Mayor Garnett Johnson
- Jordan Johnson
- Stacy Pulliam
- Catherine Smith-Rice
- Lonnie Wimberly
- Don Clark
- Tony Lewis
- Tina Slendak
- Brandon Garrett
- Francine Scott
- Wayne Guilfoyle

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye ___ Nay ___

WITNESS my hand and the official seal of Augusta, Georgia, this the ___ day of June 2026.

(SEAL)

Clerk of Commission



Finance Committee Meeting

June 9, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the May 26, 2026 Finance Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A