



CO-OPERATIVE PURCHASE AGREEMENT NO. 5935

Dashboard Camera Systems for CCW

THIS **Dashboard Camera Systems Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Samsara, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor has agreed to provide hardware, accessories and software licenses for Dashboard Camera Systems for Corpus Christi Water in accordance with its agreement with Sourcewell Contract #020221-SAM (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor will provide hardware, accessories and software licenses for Dashboard Camera Systems for Corpus Christi Water in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 3. Term.**

(A) The term of this Agreement is 36 months beginning on the date provided in the Notice to Proceed provided by the Procurement Division or the Contract Administrator.

(B) Following the initial three-year term, the parties may mutually agree to auto-renew this Agreement for continuing one-year periods provided: (i) the Cooperative Agreement either continues in full force and effect or, alternately, has been replaced by a successor co-op agreement with Contractor providing the same software licenses and such replacement co-op agreement is valid on the beginning date of each new one-year term; (ii) the same software product continues in active use by the City and has not been replaced by a different product; (iii) the pricing for each new one-year term conforms to the language in section 4 of this Agreement; (iv) sufficient current funding has been appropriated by the City to provide for the continuation of a one-year renewal period of this Agreement; and (v) neither party has terminated this Agreement.

(C) The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriation and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether to fund this Agreement. The City does not represent that a

budget item providing for this Agreement will be adopted, as said determination is within the City Council's sole discretion when adopting each annual budget.

- 4. Compensation and Payment.** This Agreement is for \$591,067.00, subject to execution of one or more written amendments executed by the parties. All pricing for the initial term must be in accordance with the attached Pricing Quotation, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The pricing for each one-year auto-renewal term must conform to the amounts shown in Attachment B, or the amounts stated in an eligible renewal of the Co-operative Agreement, or the amounts stated in a successor co-op agreement, whichever amount is lowest, and is further subject to sufficient appropriation by the City of the necessary renewal amount. Invoices must be mailed to the following address:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, TX 78469-9277

- 5. Notice.** Any notice required under this Agreement, or the Co-operative Agreement, must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Corpus Christi Water
Attn: Amanda Howard, Contracts/Funds Administrator
2726 Holly Road, Corpus Christi, TX 78415
Phone: (361) 826-1894
Fax: (361) 826-4495

IF TO CONTRACTOR:

Samsara, Inc.
Attn: Austin Smith, Public Sector Major Account Executive
1 De Haro Street, San Francisco, CA 94107
Phone: (978) 758-4690
Fax: N/A

- 6. Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

Attachment A - Scope of Work

1. General Requirements

- A. The Contractor shall be responsible for providing dash cameras for approximately three-hundred eighteen (318) Corpus Christi Water (CCW) vehicles.
- B. The Contractor shall provide the appropriate software and licensing to CCW.

2. Scope of Work

- A. Location and Hours of Operation
 - a. The location for the delivery will be the CCW administrative building.
 - i. 2726 Holly Road, Corpus Christi, TX 78415
 - b. The Contractor will be required to notify (CCW) staff of coordination of delivery, beforehand.
- B. Specifications
 - a. The Contractor shall provide the following hardware and accessories.
 - i. Dual-facing dash camera, series 3 HW-CM32
 - ii. Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1
 - iii. Vehicle IoT Gateway, model VG54 HW-VG54-NA
 - iv. Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH
 - v. Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939
 - vi. VG54 Aux Cable CBL-VG-CAUX
 - vii. Enhanced VG series 1226 cable CBL-VG-CRP1226
 - viii. Enhanced VG Series Isuzu cable CBL-VG-CIZU
 - b. The Contractor shall provide the following licenses.
 - i. License for Dual-Facing Camera LIC-CM2-ENT
 - ii. License for Vehicle Gateways – Public Sector Only, No WiFi, No ELD LIC-VG-PS
 - c. The licenses shall be up to date and valid for 36 months.

3. Points of Contact:

- A. David Ruckstuhl
Safety & Security Program Coordinator
Phone: 361-826-4214
Email: DavidR9@cctexas.com

ATTACHMENT B: QUOTE, PRICING SCHEDULE, AND BID FORM



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

QUOTE #Q-1162184

Issued 06-18-2024

Expires 06-28-2024

Sourcewell Contract #: 020221-SAM

Prepared For:

City of Corpus Christi TX
Attn: Accounts Payable P.O. Box 9277
Corpus Christi, Texas
78469

Prepared By:

Austin Smith
austin.smith@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

USD \$0.00

Licenses

License Term – 36
Months

Shipping and Handling

USD \$1,495.00

Upfront Hardware Sales Tax

USD \$0.00

Annual License Sales Tax

USD \$0.00

First Year Payment

USD \$198,019.00

**Payments Beginning Year
Two**

USD \$196,524.00

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

SHIP TO David Ruckstuhl
2726 Holly Rd
Corpus Christi Water
Corpus Christi, Texas, 78415-4112
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 3. HW-CM32	318	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	250	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	248	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	70	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	60	\$0.00	\$0.00
VG54 Aux Cable CBL-VG-CAUX	50	\$0.00	\$0.00
Enhanced VG series 1226 cable CBL-VG-CRP1226	10	\$0.00	\$0.00
Enhanced VG Series Isuzu cable CBL-VG-CIZU	3	\$0.00	\$0.00
		Hardware Due	USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	318	\$420.00	\$133,560.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	318	\$198.00	\$62,964.00
		Annual License Due	USD \$196,524.00

Thank you for considering Samsara for your fleet.

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

What is included?

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

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

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

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date (Net-30). The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.



Connected Operations™

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

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you 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 the Terms of Service or this Order Form.

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



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

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software (“License Start Date”). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

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

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form (“Licensed Scope”). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your “Enterprise” license to a “Premier” license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.



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

Notification of Confidentiality

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

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

Signature: _____
Print Name: _____
Date: _____
Title: _____

Attachment C -

EXHIBIT 1-A

NO INSURANCE REQUIREMENTS

The City's Legal Department has recommended there be no insurance requirements for this particular scope of work, Purchase Contracts – Supply Agreements – Equipment Leases - Goods or Equipment Delivered to City Other Than Hazardous Chemicals.

2023 Insurance Requirements

Ins. Req. Exhibit **1-A**

Purchase Contracts – Supply Agreements – Equipment Leases

Goods or Equipment Delivered to City Other Than Hazardous Chemicals

01/01/2023 Risk Management – Legal Dept.

Attachment D: Warranty Requirements

Hardware products that require a valid license to function will have a warranty that lasts for as long as CCW maintains a valid license for such hardware. All other hardware (e.g., accessories and cables) comes with a one-year warranty as of the date of shipment. During the warranty period, hardware exhibiting material defects will be replaced.