



Amendment #2 Finance & Procurement

Date: September 9, 2024

Agreement #: 141500 Samsara Software License Renewal for Solid Waste Services

Contractor/Consultant: Samsara, Inc.

Current Amount: \$48,751.50

- I. Section 3, Term, of the Agreement is amended by revising the end date of the term to extend through the close of business on September 14, 2027.
- II. Section 4, Compensation and Payment, of the Agreement is amended by increasing the amount \$202,383.96 to: (a) purchase hardware and licenses associated with 32 new cameras; (b) renew the licenses for a total of 57 existing cameras (of which 55 have camera connector licenses); and (c) provide the necessary license renewals for all cameras through September 14, 2027, as shown on **Attachment B-1**, which is attached and its content incorporated by reference into the Agreement as if fully set out here in its entirety; therefore, the revised total amount of the Agreement is \$251,135.46.
- III. This Amendment #2 is effective September 15, 2024, subject to approval by the City Council and execution of this document by an authorized representative of the City.

To the extent that the provisions of this Amendment #2 conflict with any provisions of the Agreement and prior amendments, if any, the provisions of this Amendment #2 shall prevail for all intents and purposes.

 Josh Chronley Date
 Assistant Director, Finance & Procurement

Signed by:
Adam Elkouhly 9/12/2024
CA0F81C94F054E4...
 Contractor Date

Approved as to legal form:

 Assistant City Attorney Date

ATTACHMENT B-1



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

QUOTE #Q-1403724

Prepared For:
City of Corpus Christi (CCTX)
Attn: Accounts Payable P.O. Box 9277
Corpus Christi, Texas
78469

Issued 08-28-2024

Expires 09-27-2024

Prepared By:
Stefan Dolinsky
stefan.dolinsky@samsara.com

Sourcewell Contract #: 020221-SAM

Quote Summary	Subtotal
Hardware and Accessories	USD \$0.00
Licenses License Term – 36 Months	
Shipping and Handling Tax	
Shipping and Handling	USD \$141.00
Upfront Hardware Sales Tax	USD \$0.00
Annual License Sales Tax	USD \$0.00
First Year Payment	USD \$67,555.32
Payments Beginning Year Two	USD \$67,414.32
Payments Beginning Year Three	USD \$67,414.32

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% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change



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

SHIP TO Rey Flores
2525 Hygeia
Corpus Christi, Texas, 78415-4117
United States

Hardware and Accessories	Quantity	List Price	Discount %	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA	32	USD \$0.00	0%	USD \$0.00	USD \$0.00
<i>New Software & Hardware - Hardware</i>					
Dual-facing dash-camera, series 4 HW-CM34	32	USD \$0.00	0%	USD \$0.00	USD \$0.00
<i>New Software & Hardware - Hardware</i>					
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	29	USD \$0.00	0%	USD \$0.00	USD \$0.00
<i>New Software & Hardware - Hardware</i>					
Enhanced VG Series J1939 or J1708 (9- pin) CBL-VG-CJ1939	2	USD \$0.00	0%	USD \$0.00	USD \$0.00
<i>New Software & Hardware - Hardware</i>					



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Enhanced VG series 1226 cabe CBL-VG-CRP1226	1	USD \$0.00	0%	USD \$0.00	USD \$0.00
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New Software & Hardware - Hardware

Hardware Due USD 0.0

Licenses	Quantity	List Price	Discount %	Annual Unit Price	Total Annual Price
Camera Connector License LIC-CM-ANLG <i>Initial Agreement - Quote #431459</i>	48	\$330.00	33.2%	\$220.44	\$10,581.12
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS <i>Initial Agreement - Quote #431459</i>	48	\$312.00	36.538%	\$198.00	\$9,504.00
License for Dual-Facing Camera LIC-CM2-ENT <i>Initial Agreement - Quote #431459</i>	48	\$720.00	41.667%	\$420.00	\$20,160.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS <i>New Software & Hardware - Software</i>	32	\$312.00	36.538%	\$198.00	\$6,336.00
License for Dual-Facing Camera LIC-CM2-ENT <i>New Software & Hardware - Software</i>	32	\$720.00	41.667%	\$420.00	\$13,440.00
License for Dual-Facing Camera LIC-CM2-ENT <i>Amendment #1 - Quote #Q-1034269</i>	9	\$720.00	41.667%	\$420.00	\$3,780.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS <i>Amendment #1 - Quote #Q-1034269</i>	9	\$312.00	36.538%	\$198.00	\$1,782.00
License for HD Camera Connector (1 camera) LIC-CM-AHD1 <i>Amendment #1 - Quote #Q-1034269</i>	7	\$400.00	34.6%	\$261.60	\$1,831.20
				Annual License Due	USD \$67,414.32



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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 upfront beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. 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.



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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.



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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Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <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 this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service"). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

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

samsara.com