

**FILED**

MAR 14 2024

JEANNIE GOFF  
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0304

ORDINANCE NO.: 24- 0150

INTRODUCED BY: COUNCIL MEMBER (s) Groetke

1           **AN ORDINANCE AWARING BIDS FOR CERTAIN PRODUCTS AND**  
2           **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**  
3           **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**  
4           **PROPOSALS FOR 2024 VEHICLE TRACKING SYSTEM; AND**  
5           **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**  
6           **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**  
7           **AWARD OF THE BIDS AND PROPOSALS.**

8           **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to  
9           certain Invitations for Bids and Requests for Proposals issued by the County, received bids  
10          and proposals for the following items or services:

BID NAME

2024 Vehicle Tracking System

NUMBER OF BIDS RECEIVED

17

DATE OF BID OPENING

10-24-23

17           **WHEREAS**, after reviewing the bids and proposals set forth above, the  
18          Department of Public Works has determined that certain bids and proposals represent the

1 lowest and best bid for the respective items or services and met the bid or proposal  
2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4 of the County to award the bids and proposals to Samsara, Inc., for a term from 4-1-24 to  
5 3-31-27 upon approval for **up to \$35,000.00 per year, for total amount not to exceed**  
6 **\$105,000.00 for the term**, subject to budgetary limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
8 **AS FOLLOWS:**

9 Section 1. The County awards the following bids and proposals which are  
10 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)  
11 bidding for each respective item or service as follows:

12 BID NAME

13 2024 Vehicle Tracking System

14 TERM

15 4-1-24 to 3-31-24

16 AMOUNT

17 **Up to \$35,000.00 per year,**

18 **for total amount not to exceed \$105,000.00 for the term,**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 Samsara, Inc.

1           Section 2.     The Jefferson County, Missouri, Council hereby authorizes the  
2 County Executive to execute the agreement attached hereto and incorporated herein by  
3 Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the  
4 award of the bids and proposals set forth in this Ordinance. The County Executive is  
5 further authorized to take any and all actions necessary to carry out the intent of this  
6 Ordinance.

7           Section 3.     Copies of all Invitations for Bid, Requests for Proposals, responses  
8 thereto, and any contracts or agreements shall be maintained by the Department of the  
9 County Clerk consistent with the rules and procedures for the maintenance and retention  
10 of records as promulgated by the Secretary of State.

11          Section 4.     This Ordinance shall be in full force and effect from and after its  
12 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
13 shall not affect the remainder of this Ordinance.


**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	<u>absent</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>absent</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 11 DAY OF March, 2024:

**PASSED**       **FAILED**

  
Charles Groeteke, County Council Chair

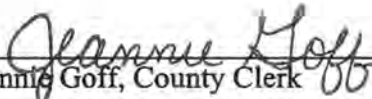
  
Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS  APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 13 DAY OF March, 2024.

THIS BILL WAS  VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS  DAY OF \_\_\_\_\_, 2024.

  
Dennis J. Gannon, Jefferson County, Missouri, Executive

**ATTEST:**

  
Jeannie Goff, County Clerk

BY: 

First Reading: 03-11-2024





**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
 WWW.JEFFCOMO.ORG



**ORDINANCE NO.**

24-0150

**BID #:** 23-0057

**Request for Proposal:** 2024 VEHICLE TRACKING SYSTEM

**Date Issued:** 9/25/2023

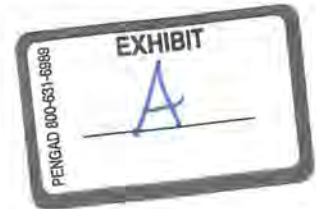
PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 24, 2023, AT 2:00 P.M. LOCAL TIME.

**Specification Contact:**

**DANIEL NAUNHEIM**  
 Jefferson County Public Works Department  
 636-797-5569  
 DNaunheim@jeffcomo.org

**Contract Contact:**

**JACKIE DOYLE**  
 Department of Administrative Services  
 636-797-5380



**Mail (3) Three Complete Copies With Vendor And Proposal Information As Shown In Sample:**

**SAMPLE ENVELOPE**

VENDOR NAME	
VENDOR ADDRESS	
CONTACT NUMBER	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)	

**Contract Term:**  
 THREE YEAR CONTRACT WITH ONE (1) ADDITIONAL THREE YEAR RENEWAL OPTION UPON APPROVAL OF THE COUNTY COUNCIL AND COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one (1) additional three-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor Information:**

Samsara Inc.	Adam Eltoukhy
Company Name	Authorized Agent (Print)
1 De Haro Street	<i>A. Eltoukhy</i>
Address	Signature
San Francisco, CA 94107	Executive Vice President, Chief Legal Officer
City/State/Zip Code	Title
(415) 985-2400	October 13, 2023
Telephone #	Date
legalnotices@samsara.com	Tax ID #
E-mail	Fax #

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**\*REQUIRED DOCUMENTS\***

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**  
**Or**
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS MAY BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

## PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: \_\_\_\_\_"

### A. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

### B. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

### C. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

### D. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed.
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

### E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

### F. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

### G. BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.



**H. MATERIAL AVAILABILITY:**

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**I. ALTERNATE PROPOSALS:**

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

**J. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**K. ADDENDA:**

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**L. INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A.  Required  Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B.  Required  Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C.  Required  Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**M. PROPOSAL OPENINGS:**

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

**N. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

**PROPOSAL FORM AND CONTRACT**

**A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

**B. TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

**Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**

**C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

**D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

**E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

**F. NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

**H. INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**I. WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**J. PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**K. CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**L. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**M. RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**N. SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**O. CHOICE OF LAW:**

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.



**P. TERMINATION:**

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
  - a. If supplier fails to deliver the items required by the contract within the time specified; or
  - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**Q. NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**S. COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

**T. ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**U. SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.



- V. **APPROVAL:**  
It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.
- W. **INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**  
Indicate: [ ] Individual: [ ] Partnership: [ ] Corporation.  
Incorporated in the State of \_\_\_\_\_.
- X. **LITIGATION:**  
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.
- Y. **LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**DANIEL NAUNHEIM – DEPARTMENT OF PUBLIC WORKS**  
**(636) 797-5569**

**AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Ming Tam (Name of Business Entity Authorized Representative) as Vice President Legal ( Position/Title) first being duly sworn on my oath, affirm Samsara Inc (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Jefferson County 204 Vehicle Tracking System Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that Samsara Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Jefferson County 204 Vehicle Tracking System Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

[Signature] Ming Tam  
Authorized Representative's Signature Printed Name

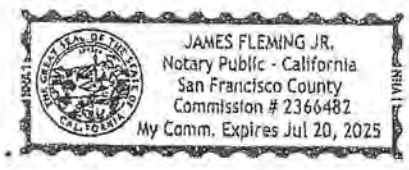
Vice President Legal 10/11/2023  
Title Date

Subscribed and sworn to before me this 11 of October, 2023. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of San Francisco, State of  
(NAME OF COUNTY)

California, and my commission expires on 7/20/2025.  
(NAME OF STATE) (DATE)

[Signature] Oct. 11, 2023  
Signature of Notary Date



**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Samsara Inc. (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Ming Tam  
Authorized Business Entity  
Representative's Name  
(Please Print)

  
Authorized Business Entity  
Representative's Signature

Samsara Inc.  
Business Entity Name

10/11/2023.  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).







samsara

1 De Haro Street  
San Francisco, CA 94107

October 10, 2023

I hereby certify that Samsara Inc. does not own real or personal property in Jefferson County, Missouri.

Best Regards,

Ming Tam  
Vice President Legal  
Samsara Inc.

Subscribed and sworn to before me this 11 of October, 2023 I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of San Francisco, State of  
(NAME OF COUNTY)

California and my commission expires on 7/20/2025  
(NAME OF STATE) (DATE)

Signature of Notary

10/11/2023  
Date



Samsara Inc. | [www.samsara.com](http://www.samsara.com)  
1 De Haro St., San Francisco, CA 94107

# My Company Profile

## Company Information

**Company Name**

Samsara Inc.

**Company ID**

1438700

**Employer ID Number**

473100039

**DUNS Number**

079893767

**NAICS Code**

541

**Subsector**

Professional, Scientific, and Technical Services

**Doing Business As (DBA)**

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**Enrollment Date**

Aug 08, 2019

**Unique Entity Identifier (UEI)**

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**Total Number of Employees**

1,000 to 2,499

**Sector**

Professional, Scientific, and Technical Services

# Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion

## Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, Adam Eltoukhy, certifies, by submission of this document, that neither it nor its representatives is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach and explanation to this form.

CONTRACTOR: Samsara Inc.

By: *A. Eltoukhy*

Signature Recipient's Name

Adam Eltoukhy, Executive Vice President, Chief Legal Officer

Name and Title Division Contract Number

1 De Haro Street

Street Address

San Francisco, CA 94107

City, State, Zip

October 13, 2023

Date

079893767

DUNS number

7NXL5

Cage Code

**Request for Proposal**  
**Vehicle Tracking System**

Vehicle Tracking System and Service must meet the following specifications:

Jefferson County, Department of Public Works is requesting proposals for Vehicle Tracking Systems and Services with an option of additional vehicles within the plan and a phased installation.

Total of users expected after implementation:

86 Light Fleet Trucks (pickup trucks and SUVs)

62 Heavy Fleet Trucks (single-axle dump trucks, mechanic trucks, tractors and mowers)

**INCLUDED FEATURES:**

Vehicle tracking system and service plan features must include:

Web based software requiring no software installation;

GPS tracking equipment internal to the vehicle;

real time GPS location and status information on vehicles;

ability to retrieve history on vehicle paths in a map format and in written description;

user friendly interface that allows for data to be printed or exported;

ability to map vehicle boundaries to determine if the vehicle has entered/exited a boundary;

built in alerts for speeding, idling, harsh braking, ignition on/off, unauthorized use of a vehicle or out of boundary detection;

ability to create flexible reports that document: stop, speeding, mileage, route history, and maintenance information;

GPS tracking with various minute interval options (ex. 1, 2 or 5 minutes);

24-hour/7 days a week/365 days a year customer/tech support (performed by the awarded company), and training.

Optional features include dual sim cards in GPS devices, ability to alert customer of device status (internal battery condition, device health, etc.), ability to receive engine fault codes with text of the issue.

**COVERAGE:**

Coverage for the vehicle tracking system should include: Jefferson, Franklin, Washington, St. Genevieve, St. Francois, and St. Louis Counties. The County will be notified 72 hours in advance of any service interruptions.

Outside of emergency conditions, the service should be provided 24 hours a day, 7 days a week including nights, weekends, and holidays. A detailed area coverage map must be provided.

**BILLING:**

Jefferson County requires two appointed account representatives that can be contacted between 7 AM – 5 PM Monday through Friday with questions regarding account billing issues, new activations, and other County needs.

Detailed paper copies of bills must be itemized by vehicle ID

**TERMS:**

The agreement/contract term is from January 1, 2024, through December 31, 2026, with no activation or early termination fees. Jefferson County reserves the right to renew this contract for one additional 36-month period at the same discounts, terms, and conditions. Prices must remain firm during initial term of contract. Addenda(s) to contracts must be agree upon by both parties in writing. County is tax exempt; no taxes should appear on billing invoices.

**EQUIPMENT:**

New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/broken devices at all times throughout the term of the contract.



BID PRICING:

Total Costs for Base Bid GPS Units and Software Service (based on 148 devices):

\$ 2,308.80 per month      \$ 27,705.60 annual

Total Costs for Additional Light Truck GPS Units and Software Service (per unit beyond 86):

\$ 15.60 per month      \$ 187.20 annual

Total Costs for Additional Heavy Vehicle GPS Units and Software Service (per unit beyond 62):

\$ 15.60 per month      \$ 187.20 annual

Cellular Service Provider: Dual Sim - Primary: AT&T Secondary: Vodafone (Verizon)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 13 day of March 2023:

Samsara Inc.

County of Jefferson, State of Missouri

Company Name

*A. Eltoukhy*

Signature  
Adam Eltoukhy

*Dennis Gannon J.*  
Dennis Gannon J. County Executive

Print

Company Address: 1 De Haro Street

San Francisco, CA

94107

Phone: (415) 985-2400

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

*Kristy W. Powell*  
County Auditor

APPROVED AS TO FORM

*[Signature]*  
County Counselor

LICENSING TERMS EXHIBIT

Samsara Inc. ("Samsara") and Jefferson County ("Customer," and together with Samsara, the "Parties") hereby agree that this Licensing Terms Exhibit (this "Exhibit") shall be attached as an exhibit to, and form a part thereof, the Parties' purchasing contract under which Customer purchases Samsara products and/or services ("Products") from Samsara (the "Agreement"). This Exhibit is effective as of the same date as the Agreement. To the extent there is a conflict between this Exhibit and other provisions in the Agreement, this Exhibit shall prevail. The Parties hereby agree as follows:

- 1. End User License Agreement. Customer's use of Samsara's products and/or services ("Products") is subject to Samsara's terms of service available at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> ("Terms of Service").
- 2. Proprietary Rights. Notwithstanding anything to the contrary in the Agreement, Samsara owns all right, title and interest in and to the software Products and related technical documentation, including all improvements, modifications, and derivative works thereof.
- 3. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, NEITHER PARTY IS LIABLE 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 PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, AND EXCEPT AS TO A BREACH OF SECTION 10.2 OF THE TERMS OF SERVICE, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE.

IN WITNESS WHEREOF, the Parties have executed this Exhibit to the Agreement effective as of the effective date of the Agreement.

Jefferson County  
(Customer)

By: Dennis J Gannon  
Name: Dennis J Gannon  
Title: County Executive  
Date: March 3, 2024

Samsara Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## COOPERATIVE BID FORM

**Bid Name:** Samsara Inc bid for 2024 Vehicle Tracking System

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

### **COOPERATIVE PROCUREMENT CONTRACT**

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020, K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes  No  Subject to timing as set pricing is tied to License Start Date in the Order Form/PO.

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

**MINIMUM DOLLAR VALUE PER ORDER:** \$ \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

**Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI**





# Samsara for Jefferson County

**Solicitation/Bid Number:**  
**#23-0057**

**Andrew Kimbrough**  
*Regional Sales Manager*

October 2023

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- 01. Executive Summary
- 02. Response to RFP's Scope of Work
- 03. The Samsara Platform
- 04. Products
- 05. Experience & Qualifications
- 06. The Samsara Difference
- 07. Our Leadership

## Samsara for Jefferson County

Thank you for the opportunity to present our Connected Operations platform. We look forward to showing the Jefferson County team why Samsara is a strategic partner to government agencies that can help Jefferson County improve the safety, efficiency, and sustainability that power their communities. For more information about Samsara for State and Local Government, please visit: <https://samsara.com/industries/state-local-government>.



Samsara's portfolio of complete Internet of Things ("IoT") solutions combines easy to use plug-and-play hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations all on one unified platform. Samsara helps government agencies gain real-time visibility into their operations, with advanced tools to monitor service deliverability, coverage, and material usage, and ensure operations are running as efficiently and safely as possible, to maintain road safety, improve cost savings, and maximize citizen satisfaction.

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. Our growing suite of solutions include Vehicle Telematics, Video-Based Safety, Apps & Driver Workflows, Equipment Monitoring, and Site Visibility – all in an integrated, open, real-time platform with continuous innovation delivered through over the air updates.

Thank you again for your consideration. Please do not hesitate to reach out to us directly if we can provide additional details not covered in our response.

We look forward to our continued partnership.

Regards,

**Andrew Kimbrough**

[andrew.kimbrough@samsara.com](mailto:andrew.kimbrough@samsara.com)



# Response to RFP's Scope of Work

Below is our completed response to the RFP's Scope of Work:

SECTION NAME	QUESTION	SAMSARA RESPONSE
INCLUDED FEATURES:	Vehicle tracking system and service plan features must include:	<p>Please see responses below. Samsara is proposing our VG54 Vehicle IoT Gateway, an advanced sensor platform for fleets, providing operators with real-time location and analytics, sensor data, and optional WiFi hotspot connectivity, all made possible through our dual SIM technology, providing best in class cellular coverage.</p> <p>The VG54 integrates information from a variety of built-in and accessory sensors, providing a comprehensive and intuitive view of your fleet. The VG54 monitors engine diagnostics, fuel efficiency, driver productivity, and safety.</p> <p>Please note that our vehicle tracking system is best in class. 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. For more information about Samsara for State and Local Government, please visit: <a href="https://samsara.com/industries/state-local-government">https://samsara.com/industries/state-local-government</a>.</p>
INCLUDED FEATURES:	Web based software requiring no software installation;	Complies. Samsara is a SaaS solution provided via web browser. No software installation is required.
INCLUDED FEATURES:	GPS tracking equipment internal to the vehicle;	Complies. The Samsara telematics device, the VG54, is a plug and play device that connects directly to the diagnostic port of any vehicle. Samsara provides real-time GPS tracking.
INCLUDED FEATURES:	real time GPS location and status information on vehicles;	Complies. Samsara provides real-time tracking. GPS location data is recorded every second and then transferred to the dashboard for a live view of the vehicle's location and assets.
INCLUDED FEATURES:	ability to retrieve history on vehicle paths in a map format and in written description;	Complies. Through the Samsara dashboard, your fleet managers can see exactly where each vehicle is using GPS tracking. Samsara provides trip history in graphical or CSV format with times between stops. Driving activity is segmented into trips, which is defined as traveling from a starting point to a stop or destination. The Trip History Report is used to show detailed trip information for each vehicle in your fleet.
INCLUDED FEATURES:	user friendly interface that allows for data to be printed or exported;	Complies. The Samsara Dashboard and accompanying mobile apps are intuitive and easy to use for non-technical users. Any data in Samsara can be exported to excel or printed on-demand by users with the appropriate permission level.
INCLUDED FEATURES:	ability to map vehicle boundaries to determine if the vehicle has entered/exited a boundary;	Complies. Samsara provides customizable geofences ( <a href="https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address">https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address</a> ) that can be adjusted directly in the cloud dashboard. Geofences are used to map vehicle boundaries and can be leveraged to determine if/when a vehicle enters or exists a boundary.

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When setting up geofences, 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. Please note that 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.

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

It is also possible to use geofences to auto-dismiss safety events within the geofence.

<IMAGE001.jpg>

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**INCLUDED FEATURES:** built in alerts for speeding, idling, harsh braking, ignition on/off, unauthorized use of a vehicle or out of boundary detection;

Complies. Samsara helps keep drivers safe on the road with Real-time coaching alerts and reports that allow you to quickly identify and coach for safety or compliance violations. The County can easily customize your alerts to notify you when a driver is speeding, driving in an otherwise unsafe manner, or enters or exits a geofenced area. Samsara has the ability to trigger at-risk driving behaviors, leveraging artificial intelligence AI features and edge processing on our optional dash cameras and the accelerometer built into our VG54 which triggers G-Force events. Examples of events labeled using AI driven dash cams include rolling stops, distracted driving, mobile phone usage, following too closely, and much more. Our team continues to focus on leveraging and expanding our AI-based features. Events driven by accelerometer data include harsh brakes, harsh turns, harsh accelerations, and crashes. If utilizing our optional dash cameras, videos are surfaced in the Samsara Dashboard within minutes, depending on cellular connectivity. Samsara provides the option to setup in-cab alerts to immediately notify drivers using built-in speakers on the cameras. Samsara provides the option to configure alerts that send your organization emails and/or SMS alerts within seconds of an incident.

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**INCLUDED FEATURES:** ability to create flexible reports that document: stop, speeding, mileage, route history, and maintenance information;

Complies. Samsara data is aggregated in 40+ reports that are quick to load, easy to sort and search, and filterable by date from within the dashboard. These reports provide complete operational visibility into the fleet, asset, and driver performance. In addition, we offer the ability to schedule daily, weekly, or monthly reports to recipients via email and SMS. The list of reports includes fleet summary, overall fleet efficiency by driver and vehicle, driver and vehicle activity mileage, drive time, distance, stop, trip history log of each trip, fuel usage fuel level, efficiency, fuel used, engine run time, idle time, time on site report activity based on geofence, equipment engine hours utilization, documents driver-submitted customizable documents, safety report driver score based on harsh events, speeding, and

seat belt use; by driver and fleet-wide. We also offer driver-based coaching workflows, dash cam pictures and video, multiple ways to identify drivers vs. just the vehicle, DVIR, inventory, dormancy, utilization, routes recurring and planned vs actual, alerts, maintenance, and more. Most reports can also be toggled to display vehicle vs. driver, and also can be customized to display data by region, function, or custom grouping via tags. Reports can be for any desired timeframe and can be delivered over email on a daily, weekly, or monthly basis. Additional report examples can be found here: <https://www.samsara.com/fleet/reporting-and-alerts>

In addition to the 40+ standard reports, Samsara offers custom reporting capabilities. Custom Reports allows you to construct your own reports from a broad set of data provided by Samsara. You can now choose the column and customize the names and order, select filters, and save the report in your dashboard. <https://kb.samsara.com/hc/en-us/articles/360052711232-Custom-Reports>  
The API provides real-time and historical data for any time period. The API is also an excellent resource for generating custom reports.

**INCLUDED FEATURES:** GPS tracking with various minute interval options (ex. 1, 2 or 5 minutes);

N/A. Samsara provides real-time GPS tracking.

**INCLUDED FEATURES:** 24-hour/7 days a week/365 days a year customer/tech support (performed by the awarded company), and training.

Complies. Support hours are 24x7. Support cases/assistance can be initiated through the Dashboard, via email, and/or live via phone support. We have SLAs tied to initial response times and overall system uptime. Samsara Technical Support provides initial response service level agreements by issue priority. Samsara has a dedicated account team as well as a customer success team that would be assigned to the client after the purchase. In addition, we have a team of Support Engineers dedicated to providing post-sales support. Support cases/assistance can be initiated through the Dashboard, via email, and/or live via phone support. Training can be configured to meet your organizational needs.

**INCLUDED FEATURES:** Optional features include dual sim cards in GPS devices, ability to alert customer of device status (internal battery condition, device health, etc.), ability to receive engine fault codes with text of the issue.

Complies. Please see details below:

**Dual Sim Cards**

Samsara gateway devices primarily leverage the AT&T 4G LTE network and AT&T Regional Partners. Our vehicle gateways are dual SIM and designed to extended roaming capabilities across all major carriers.

**Device Status Alerts**

Distress emails or FMIS alerts will be enabled to notify selected Jefferson County personnel via email, text, or through a messaging service (like Slack) if a device has been unplugged or tampered with. We provide three alert types (<https://kb.samsara.com/hc/en-us/articles/360043113772-Alert-Types>) to help you understand the type of device connectivity problem:

- Device Unplugged Alerts will notify Jefferson County personnel if a device has been unplugged or tampered with.
- Device Battery Level Alert will notify Jefferson County personnel if a device's volts falling below a preset threshold so you can proactively address impending battery replacement.
- Device Connection Alert will notify Jefferson County personnel if a device has been offline for a prolonged amount of time. To set a Connection alert.

**Engine Fault Codes**

With Enhanced Fault Code Alerting, Jefferson County is able to instantly be notified when a specific, preselected Diagnostic Trouble Code (DTC) or fault occurs, when multiple specific, preselected DTCs or faults occur, or

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when one or multiple preselected SAE categories of alerts occurs (e.g., red stop lamp fault codes, malfunction indicator light faults codes, etc.). By configuring multiple Fault Code Alerts, each to occur and trigger during either normal delivery and operating hours or during non-working hours, alerts in our dashboard will be designated by the time that they occurred and can be filtered by that designation for review.

Additionally, with Samsara, you can proactively spot issues such as engine fault codes through over-the-air vehicle diagnostics. Avoid road breakdowns and quickly identify vehicles needing service to protect vehicle health and extend vehicle lifetime. Alerts can be easily created to ensure that fleet & safety managers or maintenance teams are notified in real-time when an engine fault code presents itself. There is no longer a need to rely on the drivers to tell their managers that the check engine light is on.

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**COVERAGE:** Coverage for the vehicle tracking system should include: Jefferson, Franklin, Washington, St. Genevieve, St. Francois, and St. Louis Counties. The County will be notified 72 hours in advance of any service interruptions. Outside of emergency conditions, the service should be provided 24 hours a day, 7 days a week including nights, weekends, and holidays. A detailed area coverage map must be provided.

Samsara devices make use of multiple cellular networks to deliver real-time connectivity for your fleet, including AT&T, Verizon, T-Mobile, VZW, and other local wireless networks using multiple SIM cards. Even in areas of the state with weak signal strength, our equipment will still provide real-time updates, requiring less than one bar of signal strength to fully operate. Still, we know that there are remote areas where no cellular signal can be found; in these rare instances, our devices will continue to record telematics data and synchronize with our cloud platform once the vehicle re-enters a service area with no loss of data or continuity.

Samsara has also analyzed gateway signal data from all customers in North America over a 30 day period. See attached for coverage study results and standard coverage map for AT&T.

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**BILLING:** Jefferson County requires two appointed account representatives that can be contacted between 7 AM – 5 PM Monday through Friday with questions regarding account billing issues, new activations, and other County needs.

Complies. The County will be assigned the following representatives:

- Account Executive: This resource will manage the overall relationship between the County and Samsara and be your main point of contact for all commercial items, evaluations of new technologies, and any general questions or guidance as needed.
  - Account Engineer: Your technical expert within the account team and serves as a trusted technical advisor to Samsara and should be considered an extension of the Samsara product team.
  - Strategic Implementation Consultant (SIC): Your Strategic Implementation Consultant is the main point of contact during deployment and will act as both project manager and best practice advisor. The SIC will be responsible for leading an implementation workshop, after which a detailed deployment blueprint will be created and followed until go-live. The SIC is also responsible for, leading train the trainer sessions, project planning, general project management, and assisting Samsara with test planning ahead of go-live.
  - Technical Solutions Engineer (TSE): Your Technical Solutions Engineer, available as a professional service, will serve in an advisement and development capacity for Samsara API or integration needs throughout the deployment. The TSE works directly with your team to understand the workflows and reports needed for day-to-day operations. Common projects include development, custom reporting, enterprise-scale data integrations, and architecture review. For any ongoing hosting or maintenance work, the TSEs will also work with your IT teams or preferred third-party system integrator to migrate any and all processes
  - Strategic Customer Success Manager (TBD): Your CSM is the main
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		Samsara Customer Success point of contact supporting the partnership post-implementation and throughout the lifetime of our relationship. The CSM will partner with your team to deepen product usage through identifying, designing, and executing initiatives that enable the County to use Samsara's product effectively and efficiently. CSMs also provide guidance on change management best practices.
<b>BILLING:</b>	Detailed paper copies of bills must be itemized by vehicle ID	We'd like to learn a bit more about the need here. Samsara's pricing is a subscription model where every vehicle is billed the identical price per month or year. We can work with our team to do our best to accommodate specific needs, but our standard invoice template lists the billing by the # of licenses for each of our SKU's.
<b>TERMS:</b>	The agreement/contract term is from January 1, 2024, through December 31, 2026, with no activation or early termination fees. Jefferson County reserves the right to renew this contract for one additional 36-month period at the same discounts, terms, and conditions. Prices must remain firm during initial term of contract. Addenda(s) to contracts must be agree upon by both parties in writing. County is tax exempt; no taxes should appear on billing invoices.	Complies.
<b>EQUIPMENT:</b>	New equipment, rotation, replacement, or discontinued devices must be replaced by vendor at no charge and delivered within 48 hours. A minimum of 4 replace devices (2 light fleet, 2 dump truck) are required to be on hand at County location to replace damaged/broken devices at all times throughout the term of the contract.	Complies. Samsara has a standard lifetime warranty. As long as Jefferson County holds an active license, Jefferson County will be under a full warranty. If at any time a device is to fail, Samsara will ship out a new device, no questions asked. Samsara will also allow that Jefferson County keeps an inventory of extra hardware units so that that Jefferson County will not have to wait for a device to be replenished and instead can install right away. All hardware devices that Samsara replaces are completely free of charge. Samsara includes shipping of warranted devices at no cost as well.  Please see warranty information here: <a href="https://www.samsara.com/hardware-warranty">https://www.samsara.com/hardware-warranty</a>
<b>INCLUDED FEATURES:</b>	Vehicle tracking system and service plan features must include:	Please see responses below. Samsara is proposing our VG54 Vehicle IoT Gateway, an advanced sensor platform for fleets, providing operators with real-time location and analytics, sensor data, and optional WiFi hotspot connectivity, all made possible through our dual SIM technology, providing best in class cellular coverage.  The VG54 integrates information from a variety of built-in and accessory sensors, providing a comprehensive and intuitive view of your fleet. The VG54 monitors engine diagnostics, fuel efficiency, driver productivity, and

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safety.

Please note that our vehicle tracking system is best in class. 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. For more information about Samsara for State and Local Government, please visit: <https://samsara.com/industries/state-local-government>.

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INCLUDED FEATURES:	Web based software requiring no software installation;	Complies. Samsara is a SaaS solution provided via web browser. No software installation is required.
INCLUDED FEATURES:	GPS tracking equipment internal to the vehicle;	Complies. The Samsara telematics device, the VG54, is a plug and play device that connects directly to the diagnostic port of any vehicle. Samsara provides real-time GPS tracking.
INCLUDED FEATURES:	real time GPS location and status information on vehicles;	Complies. Samsara provides real-time tracking. GPS location data is recorded every second and then transferred to the dashboard for a live view of the vehicle's location and assets.
INCLUDED FEATURES:	ability to retrieve history on vehicle paths in a map format and in written description;	Complies. Through the Samsara dashboard, your fleet managers can see exactly where each vehicle is using GPS tracking. Samsara provides trip history in graphical or CSV format with times between stops. Driving activity is segmented into trips, which is defined as traveling from a starting point to a stop or destination. The Trip History Report is used to show detailed trip information for each vehicle in your fleet.
INCLUDED FEATURES:	user friendly interface that allows for data to be printed or exported;	Complies. The Samsara Dashboard and accompanying mobile apps are intuitive and easy to use for non-technical users. Any data in Samsara can be exported to excel or printed on-demand by users with the appropriate permission level.
INCLUDED FEATURES:	ability to map vehicle boundaries to determine if the vehicle has entered/exited a boundary;	<p>Complies. Samsara provides customizable geofences (<a href="https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address">https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address</a>) that can be adjusted directly in the cloud dashboard. Geofences are used to map vehicle boundaries and can be leveraged to determine if/when a vehicle enters or exists a boundary.</p> <p>When setting up geofences, 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. Please note that with Samsara, the detailed polygon that you draw for the address will be used for all geofence detections, including automatic detection of route stop arrival and route stop departure. Some other vendors in the market default back to a radius for route-stop events, regardless of a detailed geofence drawing.</p> <p>Once defined, you may also select an Address Type for each geofence, including:</p> <ul style="list-style-type: none"><li>• 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.</li><li>• 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</li></ul>

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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

It is also possible to use geofences to auto-dismiss safety events within the geofence.

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# The Connected Operations Platform

An integrated platform to increase safety, efficiency, and sustainability

Samsara captures data from across your operations and centralizes it on one, unified platform. Data is captured via cutting-edge sensors and cameras from vehicles (Vehicle Gateways and Dash Cams), Sites (Site Gateways), and Equipment (Asset Gateways). Each of these devices is cloud enabled, transmitting data to the cloud in real-time where it is analyzed to deliver insights in a mobile-friendly, web-based dashboard or to other systems via API integrations.

By running your operations on the Connected Operations platform, you can unlock key business opportunities: you can protect your community and employees with AI-enabled safety, capture telematics data in real-time, provide your citizens with transparency and proof of service, monitor all of your assets and equipment, streamline preventative maintenance and capture DVIRs, automate key workflows, drive the transition towards an electric fleet, and improve efficiency across your operations.

CAPTURE DATA & GAIN INSIGHTS

## Connected Cloud Platform





PRODUCTS

# Vehicle Telematics



**A complete fleet management solution with real-time visibility - on your desktop or mobile phone**

**Best-in-class location tracking & geofencing**

Samsara's 'to-the-second' GPS tracking and smart geofencing give you best-in-class visibility to improve route performance and provide better service for your constituents and easily respond to claims by verifying service vehicle locations to inform action and protect the reputation of the Municipality or State. Instantly locate your vehicles and verify delivered services by monitoring service coverage on a map, Power Take Off (PTO) on your sweepers, snowplows, salt spreaders etc. and provide citizens with status updates and reduce call-backs.

**Advanced fuel and vehicle diagnostics**

Surface opportunities to maximize taxpayer dollars. Automate preventative maintenance with live engine diagnostics, reduce downtime, identify fuel waste, and electrify your fleet when the time is right. Establish a safe working environment by monitoring vehicle maintenance or unsafe driving.

**Tools purpose-built for service delivery**

Instant video footage, field updates, and direct connections with specialized equipment such as plows and sweepers reduces wasted resources, while providing more efficient and transparent citizen services.

**Advanced Reporting & Alerts**

Make data-driven decisions tracking PTO, service delivery, utilization, or benchmarks across departments to increase transparency and track improvements.

### **Consolidated Cloud Platform & Open APIs**

Get the most out of your existing systems with open APIs, integrations, and OEMs and make it simple to sync your routing or navigation data. Consolidate your view of operations with pre-built OEM and ERP integrations, and connections to a wide range of third-party solutions available in the Samsara App Marketplace.

### **Improve management of complex snow operations**

Streamline operations with spreader integrations that give real-time visibility into material usage. Pull usage data directly from controllers and sync it with our cloud platform to improve the efficiency and sustainability of your fleet.

### **Future-ready tools for reducing emissions**







Meet sustainability targets and enforce green fleet policies by monitoring idling, emissions, fuel and energy use, and transition to EVs.



Our taxpayers love to see that we're competitive and innovative, and providing the best possible service for our community.”

— Suki Janssen, Director of Solid Waste at [Athens Clarke County](#)

# Hardware & Accessories Overview

	MODEL	KEY FEATURES
	Vehicle Gateway	<ul style="list-style-type: none"><li>• Real-time GPS tracking</li><li>• Harsh driving &amp; G-force monitoring</li><li>• Driver mobile app with built-in 4G LTE Wifi Hotspot</li><li>• Easy to self-install via mobile app</li></ul>
	ID Card Reader	<ul style="list-style-type: none"><li>• Provides increased visibility into driver and passenger transit systems</li><li>• Compatible with NFC-based cards and key fobs, available via Samsara</li><li>• Close-read range prevents data skimming</li></ul>
	Privacy Button	<ul style="list-style-type: none"><li>• Allows drivers to turn GPS tracking on and off when conducting personal activities</li><li>• Easy-to-read LED status light</li></ul>
	Auxiliary Input Hub	<ul style="list-style-type: none"><li>• Adds up to 8 additional auxiliary ports via USB port on Vehicle Gateway</li><li>• Customizable input lines to capture data from emergency lights and sirens, power take-off, crane booms, and more</li></ul>
	Engine Immobilizer	<ul style="list-style-type: none"><li>• Allows fleet managers to remotely disable or enable the ignition from the Samsara dashboard</li><li>• Instant response to prevent theft</li><li>• Discreet, easy-to-hide design</li></ul>
	Snow Operations Connector	<ul style="list-style-type: none"><li>• Simple installation between the Samsara Vehicle Gateway and major material spreader models</li><li>• Provides visibility into model-specific diagnostics for material spreader</li></ul>

PRODUCTS

# Vehicle Gateway

The Vehicle Gateway provides live GPS tracking, engine diagnostics, a built-in Wi-Fi hotspot, advanced analytics, PTO tracking and more. When used with the Samsara Driver App, the Vehicle Gateway also serves as the hub for our AI Dash Cams to upload HD video footage to the Samsara Dashboard.

With real-time fleet visibility, customizable reports, and easy-to-use management tools, public fleets can keep drivers productive, lower operating costs, and streamline community services.

The Vehicle Gateway installs in most vehicles in just a few minutes and is equally at home in cars and light trucks, tractor trailers, and heavy duty industrial or specialized vehicles.



## FEATURES

- Real-time GPS tracking
- Built-in 4G LTE WiFi hotspot
- Rich vehicle diagnostics & configurable alerts: fault codes, fuel levels, idling, and more
- Easily share live locations and ETAs with customers
- Routing & dispatch tools
- Two-way driver messaging
- Digital document capture and management workflows
- Analytics for utilization, route performance, fuel, and more
- Open APIs connect to third-party systems for ESRI and GIS, routing, management, and more

PRODUCTS

# Equipment Monitoring



## Visibility and insights to help you manage all your equipment

### Gain 360-degree visibility

Track all your assets; from generators, dumpsters, mowers, to speed signs or monitor live and historical temperature and humidity. Prevent loss and theft and easily locate misplaced equipment with real-time GPS, geofence alerts and reporting.

### Get the most out of every piece of equipment

Access real-time utilization data. By understanding which pieces of equipment are underutilized, you can reallocate before purchasing or renting more equipment. Intuitive dashboards and alerts make performance data actionable by highlighting abnormal conditions while historical data provides insights to better plan preventative maintenance.

### Reduce response times with powerful diagnostics

Easily investigate and resolve issues remotely. Equipment diagnostics for root cause analysis reduces troubleshooting times and the cost of maintenance issues.

### Remote monitoring and reporting services







Meet rising citizen expectations for visibility to provide better services and stretch taxpayer dollars further by improving efficiency, while building trust, and boosting confidence.



When our executive staff saw they could watch the mowers move across the field on the Samsara Dashboard in real time—without having to be physically out on the airfield—it was an eye-opening moment on the impact of this technology.”



# Hardware & Accessories Overview

MODEL	KEY	FEATURES
	AG51 Unpowered Asset Gateway	<ul style="list-style-type: none"> <li>• 3-5 year Battery Life</li> <li>• IP69K-rated Enclosure</li> <li>• Wake-on Motion Alerts</li> </ul>
	AG52 Powered Asset Gateway	<ul style="list-style-type: none"> <li>• Real-time GPS &amp; Utilization</li> <li>• IP69K-rated Enclosure</li> <li>• Backup Battery</li> </ul>
	AG26 Powered Asset Gateway Plus	<ul style="list-style-type: none"> <li>• Real-time GPS &amp; Utilization</li> <li>• Engine Diagnostics &amp; Fault Codes</li> <li>• IP69K-rated Enclosure</li> <li>• Compatible with Wireless, Temperature, Door &amp; Cargo Sensors</li> </ul>
	EM21 Wireless Environmental Monitor	<ul style="list-style-type: none"> <li>• Temperature and humidity monitoring</li> <li>• IP67-rated Enclosure</li> <li>• Runs for 3 years on a single AA battery</li> </ul>
	DM11 Wireless Door Monitor	<ul style="list-style-type: none"> <li>• Monitor roll-up and swing doors</li> <li>• IP67-rated Enclosure</li> <li>• Runs for 5+ years on a single AA battery</li> </ul>
	CARGO Wireless Cargo Monitor	<ul style="list-style-type: none"> <li>• Track the absence or presence of cargo in containers</li> <li>• IP67-rated Enclosure</li> <li>• Runs for 4-5 years on a single AA battery</li> </ul>

## PRODUCTS

# AG51

## Unpowered Asset Gateway



The AG51 Unpowered Asset Gateway is a wallet-sized tracker ideal for monitoring assets like intermodal containers, construction equipment, dumpsters, light towers, and other unpowered mobile assets.

It features a customizable GPS check-in rate, a user replaceable bAA battery that lasts 3 to 5 years with two check-ins per day, and a waterproof and ruggedized IP69K-rated enclosure. The AG51 helps track and protect your assets while optimizing inventory management.

### FEATURES

- Tracks unpowered assets
- Compact size
- Long-lasting battery life
- Off-the-shelf and user replaceable Energizer L91 AA batteries
- Location-based geofence and wake on motion alerts
- Customizable check-in rates
- Automated inventory reporting and location history
- Identify dormant assets

PRODUCTS

# AG52

## Powered Asset Gateway

The AG52 Powered Asset Gateway is ideal for simple monitoring of dry-van trailers, off-highway vehicles, heavy equipment, and other powered mobile assets.

It features a waterproof and ruggedized IP69K-rated enclosure and a robust backup battery. The AG52 provides real-time GPS and utilization data enabling improved operating efficiency, asset theft recovery, and streamlined regulatory compliance.



### FEATURES

- A flexible solution for semi-trailers, heavy equipment, and powered mobile assets

- Real-time GPS location and utilization data with live updates

- High-capacity backup battery ensures continuous operation when not receiving power

- Ruggedized, weatherproof enclosure with flexible data inputs

PRODUCTS

# AG26

## Powered Asset Gateway Plus

The AG26 Powered Asset Gateway Plus is ideal for gaining deeper visibility into dry-van and refrigerated trailers, off-highway vehicles, heavy equipment, and other powered, high-value mobile assets.

It features a waterproof and ruggedized IP69K-rated enclosure and a robust backup battery. For trailers, it is fully compatible with Samsara wireless temperature, door, and cargo sensors. It also offers two-way reefer control enabling improved operating efficiency and streamlined regulatory compliance. For powered equipment, the AG26 provides real-time visibility into engine diagnostics and fault codes enabling reduced downtime and maintenance costs.



### FEATURES

- A flexible solution for semi-trailers (including reefers), heavy equipment, and other powered, high-value mobile assets

- Real-time GPS location with live updates

- Available two-way reefer control

- Engine diagnostic data

- Ruggedized, weatherproof IP69K-rated enclosure

- Easy-to-use wireless environmental, door, and cargo sensors

## HARDWARE MODELS

# AG26

## Powered Asset Gateway Plus

The AG26 Powered Asset Gateway Plus is ideal for gaining deeper visibility into off-highway vehicles, heavy equipment, and other powered, high-value mobile assets.

It features a waterproof and ruggedized IP69K-rated enclosure and a robust backup battery. It is fully compatible with Samsara wireless temperature, door, and cargo sensors. For powered equipment, the AG26 provides real-time visibility into engine diagnostics and fault codes enabling reduced downtime and maintenance costs.



## FEATURES

- A flexible solution for semi-trailers (including reefers), heavy equipment, and other powered, high-value mobile assets

- Real-time GPS location with live updates

- Available two-way reefer control

- Engine diagnostic data

- Ruggedized, weatherproof IP69K-rated enclosure

- Easy-to-use wireless environmental, door, and cargo sensors



PRODUCTS

# Video-Based Safety



**Internet-connected vehicle cameras and cloud-based safety dashboards for community and employee safety and better citizen response**

**Provide proof of service for increased citizen transparency**

Provide proof of service, reason for lack of service, or alert on potholes, waste bins or road conditions with camera footage.

**Prevent incidents before they happen with 360° video footage**

Establish a safe working environment and reduce preventable injuries and fatalities with AI dash cams, in-cab audio alerts, side, rear, and interior video from third-party cameras for instant livestream and by monitoring vehicle maintenance or unsafe driving.

**Access to immediate incident response & exoneration**

Resolve incidents faster with centralized video, immediate alerts, and controlled access to live stream footage at your fingertips for instant review.

**Coach drivers at scale with automated workflows**

Ensure your government paid employees aren't breaking the law. Enforce seat belts, no texting, uniforms, or tailgating with automated tools and footage to train, reward, and coach. Monitor unsafe driving behavior through g-force and harsh braking monitoring. Understand what streets and intersections hotspots for road safety incidents are.

**Retain drivers and keep your operational costs in check**








With benchmarking tools, safety scorecards, risk reports, and in-depth analytics, Samsara offers powerful real-time insights to help you understand how your fleet is performing compared to the industry, prioritize safety initiatives, exonerate employees, save on insurance pay-outs, and attract talent.



"Samsara makes it possible for our staff to assess road conditions remotely, just by looking at the cameras the DPW can warn drivers about dangerous road conditions, such as black ice or heavy traffic."

– Corey Dunham, Chief Operating Officer at [City of Syracuse](#)

# Hardware & Accessories Overview

	MODEL	KEY FEATURES
	CM32 Dual-Facing AI Dash Cam	<ul style="list-style-type: none"> <li>• 1080p front-facing, 720p driver-facing resolution with 30 FPS capture</li> <li>• 121° front-facing, 177° driver-facing field of view</li> <li>• Built-in speaker for driver coaching</li> <li>• AI to analyze driver behavior and road conditions in real-time</li> <li>• Pairs with the Vehicle Gateway to automatically upload footage to the Samsara Connected Operations Cloud</li> </ul>
	CM31 Front-Facing AI Dash Cam	<ul style="list-style-type: none"> <li>• 1080p resolution with 30 FPS capture</li> <li>• 121° field of view</li> <li>• Built-in speaker for driver coaching</li> <li>• AI to analyze road conditions in real-time</li> <li>• Pairs with the Vehicle Gateway to automatically upload footage to the Samsara Connected Operations Cloud</li> </ul>
	Camera Connector Hub for side, rear, interior visibility	<ul style="list-style-type: none"> <li>• Connect 4 third-party camera feeds to the Samsara Connected Operations Cloud</li> <li>• Requires a Vehicle Gateway and CM31 or CM32 dash cam</li> <li>• Simple self-installation</li> </ul>
	Panic Button	<ul style="list-style-type: none"> <li>• Allows drivers to alert fleet managers in the event of an emergency</li> <li>• Sends an alert to managers with captured video footage</li> <li>• Connects directly to Vehicle Gateway</li> </ul>
	Dual Lens Cover	<ul style="list-style-type: none"> <li>• Covers all lenses on the CM32 or CM31 dash cams</li> <li>• Easily attaches and detaches to the CM31 or CM32 dash cam</li> </ul>
	Driver-Facing Lens Cover	<ul style="list-style-type: none"> <li>• Covers the driver-facing lens on the CM32 dash cam</li> <li>• Easily attaches and detaches to the CM32 dash cam</li> </ul>
	Windshield Shim	<ul style="list-style-type: none"> <li>• Mounts CM31 or CM32 dash cams onto most common angled and split-pane windshields</li> <li>• Creates a level plane for dash cam to point forward</li> </ul>

## PRODUCTS

# CM31

## AI Dash Cam

Samsara's CM31 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 CM31 is purpose-built to reduce high-risk behaviors, lower safety-related costs, and provide deep visibility into fleet operations.

The CM31 analyzes the road in real-time, providing advanced visibility into the cause of accidents. Using artificial intelligence on the edge, the CM31 can instantly detect events such as tailgating and rolling through a stop sign.

The CM31'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.

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.



## FEATURES

Front-facing camera

Full HD 1080p resolution

121° Ultra wide-angle lens

Optimized for low-light and nighttime driving

Pairs with the Vehicle Gateway to auto-upload all incident footage to the cloud

On-demand video retrieval for up to 40 hours of past driving time with option to extend to 75 hours

Embedded AI for live scene analysis of speed limits and rolling stops

Built-in audio speaker for in-cab voice coaching

Compatible with Panic Button to deliver footage directly to managers in emergency situations

## PRODUCTS

# CM32

## Dual Facing AI Dash Cam



The CM32 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 CM32 is purpose-built to reduce high-risk behaviors, like distracted driving and tailgating, lower safety-related costs, and provide deep visibility into fleet operations.

The CM32 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 CM32 provides exceptional performance in a scalable camera system.

The CM32 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 CM32 can instantly detect events, such as distracted driving and rolling through a stop sign.

With advances in imaging technology, encoding, and wireless data networks, Samsara dash cams brings 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.

## FEATURES

- Dual-facing camera

- Full HD 1080p resolution (720p for in-cab camera)

- Ultra wide-angle lens (121° front-facing and 177° in-cab)

- Optimized for low-light and nighttime driving

- Infrared LED for in-cab recording at night

- Pairs with the Vehicle Gateway to auto-upload all incident footage to the cloud

- On-demand video retrieval for up to 60 hours of past driving time with option to extend to 100 hours

- Embedded AI for live scene analysis of rolling stops, distracted driving, and more

- Built-in audio speaker for in-cab voice coaching

- Compatible with Panic Button to deliver footage directly to managers in emergency situations

PRODUCTS

# Camera Connector

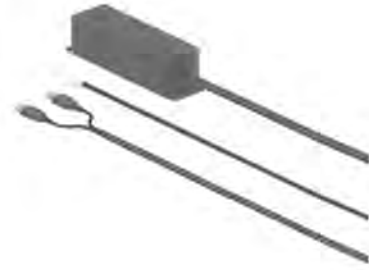
## Hub for side, rear, and interior visibility

The Camera Connector integrates 4 compatible camera feeds to Samsara's Connected Operations Cloud for side, rear, and interior visibility. By bringing cloud connectivity to third-party cameras, Camera Connector allows organizations to leverage existing camera investments to reduce safety incidents, protect against not-at-fault claims, and enhance the driver coaching experience.

When combined with Samsara's AI Dash Cams, customers gain 360° visibility of safety incidents in a single dashboard. This increased visibility combined with cloud connectivity allows safety managers to retrieve the right footage within minutes and exonerate drivers from false claims. Easily retrieve up to 70 hours of video over-the-air through the Samsara dashboard to protect your company from false blame.

Camera Connector integrates third-party camera feeds into Samsara's video-based workflows for coaching and safety insights. Managers can leverage side, rear, and interior footage when coaching drivers to improve their habits on the road. Camera Connector also integrates with compatible in-cab monitors, so managers can see footage from the in-cab monitor within the dashboard, so they're able to put themselves in their driver's shoes.

With no need to rip and replace existing camera systems, experience efficiency gains when it comes to installation. Connect compatible cameras and install in less than 15 minutes.



## FEATURES

- Hub to integrate 4 third-party cameras into the Samsara dashboard

- Full integration into Samsara's Connected Operations Cloud, including safety events, video retrievals, and coaching workflows

- Retrieve footage from up to 70 hours of drive time

- On-Demand Video Retrieval: Pulls 1 minute of footage and any duration of Hyperlapse video

- Trip Stills: Automatically uploaded every 2 minutes with the option to request additional stills on-demand

- Quick and simple self-installation



# Apps & Driver Workflows



**Intuitive mobile apps that digitize paperwork, offer real-time updates, and boost productivity**

### **Empower drivers with intuitive workflows**

Minimize driver guesswork, reduce manual form entry and streamline communication and image sharing to deliver citizen services more efficiently.

### **Make dispatch decisions with real-time data**

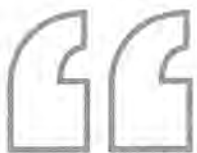
Match the right driver to the right job with centralized visibility into service details, and real-time ETAs. Deliver more services quicker and optimize routes with insight into planned vs. actual performance.

### **Build seamless processes by going paperless**

Capture data from the field and digitize any process with customizable mobile forms. Centralized documents help you improve efficiency and keep information synced between your customers, drivers, and back office.

### **Customize your driver & employee experience**

Create an employee experience that suits your operations—no proprietary hardware and no code necessary. Create custom workflows with a drag-and-drop interface and leverage our open API to connect the Driver App to your operations.



I wanted to go with the platform that was most convenient for my employees."

— Mark Stevens, Fleet Manager at [City of Sacramento](#)

PRODUCTS

# Driver App

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.

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.

The Samsara Driver App works on any iOS or Android device. The Driver App is included with your Samsara Vehicle Gateway license.



## FEATURES

Mobile Document Capture

Driver Safety Scores

Two-Way Messaging

Routes & Navigation

Electronic Driver Vehicle Inspection Reports

Customizable Driver Workflows

No cellular plan required; high-speed WiFi hotspots are included with Samsara Vehicle Gateways

PRODUCTS

# Fleet Mobile App

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.

Improve safety in 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.

To help streamline driver and technician workflows, the app also provides diagnostic and sensor data. Live ETAs can also be directly shared with a single tap.

*Fleet Mobile App features are included with relevant licenses i.e. Safety features are included with Video-Based Safety licenses.*



## FEATURES

Available on Apple Store and Google Play; unlimited users

Access to Safety Inbox

Real-time alerts

Review and download Safety Events

Call and navigate to drivers

Asset diagnostics

Two-way messaging

Share ETAs on the go

# Experience & Qualifications

## About Samsara

Samsara is the leader in IoT for Connected Operations. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our communities and economy.

Samsara's portfolio of complete Internet of Things ("IoT") solutions combines easy to use plug-and-play hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations all on one unified platform. Samsara helps government agencies gain real-time visibility into their operations, with advanced tools to monitor service deliverability, coverage, and material usage, and ensure operations are running as efficiently and safely as possible, to maintain road safety, improve cost savings, and maximize citizen satisfaction.

We serve over 25,000 customers across diverse sizes and industries, including state and local governments, K-12 and higher education, federal agencies, transportation and logistics, field services, food production, energy, construction, local governments, warehousing, and manufacturing. Our growing suite of solutions include Vehicle Telematics, Video-Based Safety, Apps & Driver Workflows, Equipment Monitoring, and Site Visibility – all in an integrated, open, real-time platform with continuous innovation delivered through over the air updates.

Samsara was founded in 2015 by the co-founders of Meraki, now part of Cisco Systems. Our fast-growing team is headquartered in San Francisco, with offices in San Jose, Atlanta and London.

## Your Representatives

### **Andrew Kimbrough**

*Account Manager*

#### **Responsibilities:**

Dedicated lead throughout the evaluation process

### **Jared Faber**

*Field Sales Engineer*

#### **Responsibilities:**

Scope out technical requirements  
Understand use cases and recommend best practices

### **[TBD]**

*Customer Engagement Manager*

#### **Responsibilities:**

Initial onboarding, scoping, implementation  
Project management  
Lead training sessions for power users and admins

# The Samsara Difference



A connected city brings all the pieces together. When all the pieces are together, we're most efficient. When we're more efficient, people are happier."

– Chris Lagerbloom, City Manager at [City of Fort Lauderdale](#)

## **ALL-IN-ONE PLATFORM**

Your time is valuable. Rather than use one platform for safety, another for maintenance, and another for compliance, we bring that all together into one easy-to-use system. We develop and maintain our own hardware, ensuring a seamless and tightly integrated experience with the flexibility to continuously innovate across our entire platform.

## **24/7 US-BASED SUPPORT**

We want to deliver the best experience possible. That's why we have world-class 24/7 US-based support. With Samsara you talk to real people—not robots. Easily get a hold of us via phone, email, or live chat. On demand training videos, webinars, and customer best practices are also readily available in our learning hub to ensure continued ease of use for your staff.

## **EASY TO USE PLUG-AND-PLAY INSTALLATION**

Samsara is designed to be easy to manage and intuitive to use. Our plug and play hardware, intuitive, modern design, and our cloud-hosted software mean you can be up and running in minutes.

## **CONTINUOUS CUSTOMER DRIVEN INNOVATION**

We want to give you every edge possible for your operations, so we refuse to stop innovating. Our team listens to customer requests and leverages the latest technologies to release

dozens of incredible new features every year—continuously delivered to you over the air at no additional cost.

## **ADVANCED ANALYTICS TO PROTECT YOUR PEOPLE**

Protecting your community and employees is our priority. From dash cams to site cams, cutting-edge AI helps you understand what's happening on the road and in your facilities so you can assist your team in real time and take your safety to the next level.

## **WE'RE BUILDING A MORE SUSTAINABLE WORLD**

We're guided by our principles of transparency and accountability, data-driven solutions, and empowering our people and communities. Our inaugural ESG report highlights where we stand in our ESG efforts, how we govern our company with integrity and ethics. We share how we're measuring our environmental impact, and the impact our Connected Operations Cloud has on customers.

## **DIVERSITY, EQUITY, AND INCLUSION**

We depend on the unique approaches of our team members to help us solve complex problems. We are committed to increasing diversity across our team and ensuring that Samsara is a place where people from all backgrounds can make an impact.



## Our Leadership

Samsara was founded in 2015 by Sanjit Biswas and John Bicket—previously the co-founders of Meraki, the cloud networking leader that was acquired by Cisco Systems for \$1.2 billion. Sanjit and John led Meraki to become a global, multi-product company that served tens of thousands of customers worldwide. In building Meraki, Sanjit and John experienced first-hand how a simple, integrated hardware and software solution could transform an industry like IT.

But while the world of IT has long benefited from Silicon Valley technology, the world of operations—with assets and workers in mobile, remote, and rugged environments—historically has not. Sanjit and John saw that with IoT, this could finally change.

The emergence of ubiquitous, high-bandwidth wireless networks and inexpensive radios, sensors, and cameras made it possible to capture rich data from operations. At the same time, advancements in cloud computing and AI could turn that data into business-relevant insights.

Samsara was founded to create simple, integrated IoT solutions that bring the benefits of data to the operations that power our economy.



For more information, please visit [www.samsara.com/about](http://www.samsara.com/about).



samsara



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## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and Samsara Inc. (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



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## ARTICLE II RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.
2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
  - a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two exceptions:

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a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1) (B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.



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13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending



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work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.



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22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation



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to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.
  - a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires



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of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.



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g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on employees by electronic means, and
- b. Photo verification checks (when available) on employees.



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2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site [www.E-Verify.gov](http://www.E-Verify.gov) and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect



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system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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## B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).



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This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

## ARTICLE IV SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V SYSTEM SECURITY AND MAINTENANCE

### A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form



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of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.
5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.
7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

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2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services Employer's application.
12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

## **C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

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against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:
  - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.
5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.
6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

## D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.
2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further



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requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

## **E. SOFTWARE DEVELOPMENT RESTRICTIONS**

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

## **F. PENALTIES**

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

## **ARTICLE VI MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect





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the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

## ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services Employer,



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its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

**Approved by:**

<b>Web Services Employer</b>	
Samsara Inc.	
Name (Please Type or Print) Esther Baek	Title
Signature Electronically Signed	Date 08/08/2019
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/08/2019



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Samsara Inc.
Company Facility Address	350 Rhode Island Suite 400S San Francisco, CA 94107
Company Alternate Address	350 Rhode Island Suite 400S San Francisco, CA 94107
County or Parish	SAN FRANCISCO
Employer Identification Number	473100039
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CA 1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Allison York  
Phone Number 4152869321  
Fax  
Email Allie.york@samsara.com

Name Corey Nayden  
Phone Number 4436324650  
Fax  
Email corey.nayden@samsara.com

Name Melanie Dazzo  
Phone Number 3122856080  
Fax  
Email mel.dazzo@samsara.com

Name Ezequiel Navarro  
Phone Number 3238049040  
Fax  
Email ezequiel.navarro@samsara.com



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This list represents the first 20 Program Administrators listed for this company.