

240340

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

DISTRICT - ALL

For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees
FROM : Scott R. Niehaus, Village Manager
DATE : October 25, 2024 Agenda Date November 7, 2024
TITLE : Bid Opening For: 3 year license agreement with Samsara for 26 AVL's and 13 dash cameras
SUBMITTED BY: Robert Lamontagna, Street and Electrical Supervisor

RESULTS:

Date Bids Were Published ____
Bidding Closed ____
Total Number of Bids Received ____
Total Number of Bidders Meeting Specifications ____
Bid Security Required _____ Yes _____ X _____ No
Performance Bond Required _____ Yes _____ X _____ No
Were Any Bids Withdrawn _____ Yes _____ X _____ No
Explanation:
Waiver of Bids Requested? _____ X _____ Yes _____ No
If yes, explain: Purchase through Sourcewell contract #020221-SAM
Award Recommended to Lowest _____ X _____ Yes _____ No
Responsible Bidder?
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$11,903
Amount of Award year 1 \$11,903.40 year 2 & 3 \$11,762.40

BACKGROUND/RECOMMENDATION:

Staff seeks Board of Trustees approval to enter into a 3 year license agreement with Samasar Inc of San Francisco (CA) for 26 AVL and 13 live streaming dash camera licenses in the amount of \$11,903.40 for year one and \$11,762.40 for years 2 & 3.

Has Recommended Bidder Worked for Village Previously _____ Yes _____ X _____ No
If yes, was quality of work acceptable _____ Yes _____ X _____ No
Was item bid in accordance with Public Act 85-1295? _____ Yes _____ X _____ No
Waiver of bids - Public Act 85-1295 does not apply _____ X _____ Yes


REVIEW (as needed):

Village Attorney XX _____ Date _____
Finance Director XX _____ Date _____
Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



To: Scott R. Niehaus, Village Manager

Through: Carl S. Goldsmith, Director of Public Works 

From: Robert LaMontagna, Street and Electrical Supervisor

Date: October 23, 2024

Subject: Purchase and implementation of AVL and dash cameras in Public Works vehicles

The Public Works department has recently conducted a review of current AVL (automatic vehicle location) and dash camera technology along with the companies providing this technology. This equipment and technology have been reviewed multiple times over the past several years. In the past reviews, staff has not believed that the technology was at a point where it would benefit the Village. After the most current review, the technology advances along with ongoing staffing and operational challenges, it has been determined that these systems can now provide value to the Village.

Several systems were reviewed, and more in-depth demonstrations performed with companies that fit the Village's needs. After going through this process, it was determined that these systems offer the following benefits to our operations.

- Operational control over the location of vehicles
- Tracking if the salt trucks are spreading salt and or plowing, and at what rate
- Where and when the salt trucks were spreading salt and plowing
- Salting and snow plowing route completion
- Ability to get vehicle telematics and alerts of engine faults
- Direct integration of vehicle mileage into fuel management software
- Ability to see real time weather and road conditions with dash camera
- Ability to monitor and correct driving behavior
- Location and vehicle speed to verify complaints
- Driver login to vehicles and pre and post trip inspections
- Ability to grow our technology implementation with other applications such as routing software, linking vehicle to new fleet software, asset tracking and conditions analysis using AI cameras

These benefits will allow for greater operational control throughout the year, especially during the snow and ice season. These systems are web based and offer unlimited users, allowing supervisors and managers easy access to the data from anywhere at any time. This information

and ability to access it can prove to be an extremely beneficial tool given the staffing shortages and challenges faced over the past few years.

Following the review of the available companies providing AVL and utilization software and an assessment of our operational needs it has been determined that Samsara's platform offers the best option for the Village to begin implementation of this technology.

Staff proposes entering into a 3-year license agreement with Samsara to outfit 26 public works vehicles with AVL's including 13 forward facing AI dash cameras. The contract amount for the first year will be \$11,903.40 and for years two and three will be \$11,762.40. All hardware will be provided by Samsara at no cost with the signing of the three-year license agreement (attached) and will include unlimited users of the software. Please present this item at the November 7th, 2024 BOT meeting for consideration.



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

QUOTE #Q-1588223

Issued 10-28-2024

Expires 11-11-2024

Sourcewell Contract #: 020221-SAM

Prepared For:
Village of Lombard
255 E Wilson Ave
Lombard, Illinois
60148-3926

Prepared By:
Hunter Spangler
hunter.spangler@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

USD \$0.00

Licenses

License Term – 36
Months

Shipping and Handling

USD \$141.00

Upfront Hardware Sales Tax

USD \$0.00

Annual License Sales Tax

USD \$0.00

First Year Payment

USD \$11,903.40

**Payments Beginning Year
Two**

USD \$11,762.40

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

SHIP TO Rob Lamontagna
282 E Central Ave
Lombard, Illinois, 60148-3917
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
ID Card Reader ACC-IDRDR	26	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	15	\$0.00	\$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	15	\$0.00	\$0.00
Forward-facing dash-camera, Series 4 HW-CM33	13	\$0.00	\$0.00
RS-232 to USB Adapter ACC-RS232	11	\$0.00	\$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	11	\$0.00	\$0.00
Auxiliary Input Hub ACC-AUX	6	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	6	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	5	\$0.00	\$0.00
		Hardware Due	USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways LIC-VG-ENT	15	\$228.00	\$3,420.00
License for Forward-Facing Dash Camera LIC-CM1-ENT	13	\$396.00	\$5,148.00
Live Streaming LIC-CM-STRM	13	\$52.80	\$686.40
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	11	\$228.00	\$2,508.00



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

Annual License Due	USD \$11,762.40
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www.samsara.com

Thank you for considering Samsara for your fleet.

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

What is included?

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

- Real-time location and vehicle telematics
- Cellular data connectivity
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- WiFi hotspot connectivity (VG34 gateways, 500 MB/mo capacity)
- Over-the-air software feature upgrades
- API access as it relates to safety features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not charge per-feature license fees, or other hidden costs.

Payment Terms

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

License Term

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

term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

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

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

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

Support and Warranty

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

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of



Connected Operations™

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

service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

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



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

Notification of Confidentiality

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

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

Signature

Print Name:

Date:
