

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 05/14/14
ITEM FROM FINANCE COMMITTEE MEETING OF 05/05/14

ISSUE:

7. Request for Approval of **Amendment No. 1** to Professional Services Agreement and Exempt Procurement – Software Licenses and Annual Technical Support and Hosting Fees; RouteMatch Software, Inc. (Ken Smithson)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of amendment no. 1 to professional services agreement and exempt procurement for software licenses and annual technical support and hosting fees with RouteMatch Software, Inc. in the amount of \$86,437.53 for a total amount not to exceed \$337,353.53 inclusive of gross receipts tax. Budget is available in transit fund.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Not present to vote		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCMissue

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, APRIL 28, 2014**

ITEM 10

SANTA FE TRAILS

- REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT – SOFTWARE LICENSES AND TECHNICAL SUPPORT AND ANNUAL TECHNICAL SUPPORT AND HOSTING FEES WITH ROUTEMATCH SOFTWARE, INC. IN THE AMOUNT OF \$86,437.53 (KEN SMITHSON)

PUBLIC WORKS COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: April 18, 2014

TO: Public Works Committee

THRU: Jon Bulthuis, Transit Division Director *JB*

FROM: Ken Smithson, Director of Operations and Maintenance

SUBJECT: Request for Approval of Amendment #1 to Professional Services Agreement – Software Licenses and Technical Support, RouteMatch Software, Inc.; and Exempt Procurement of Annual Technical Support and Hosting Fees, RouteMatch Software, Inc.

ITEM

On March 23, 2012, the Governing Body approved a Professional Services Agreement (Item #12-0157), in the amount of \$250,916, to RouteMatch Software for the purchase of software licenses, third-party hardware and professional services – for the implementation and upgrade of mobile data solutions for the Santa Fe Trails fixed route and paratransit services.

Santa Fe Trails is now recommending Amendment #1 to the agreement with RouteMatch, in the amount of \$86,437.53, for the purchase of additional third-party hardware for the purpose of pushing real-time transit data out to the public; and additional user and vehicle licenses; as well as annual technical support and hosting fees for the web portal, fixed route and paratransit licenses, and wireless service. This procurement is exempt from competitive bids or proposals, per the Purchasing Manual, Section 18.1.7(I).

ACTION REQUESTED

Recommend to the Finance Committee to approve Amendment #1 to the agreement with RouteMatch, in the amount of \$86,437.53. Sufficient funds are available in Business Units/Line Items 52402.520400 – Repair & Maintenance Machine & Equipment and 52421.570850 – Software for the third-party hardware and user/vehicle licenses. Funds for annual technical support and hosting fees are budgeted in FY 2014/15.

ATTACHMENTS

- City of Santa Fe Software License and Professional Services Agreement (Item #12-0157)
- Amendment #1 to City of Santa Fe Software License and Professional Services Agreement
- Summary of Contracts, Agreements & Amendments

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SOFTWARE LICENSE AND
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT, dated March 23, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and RouteMatch Software, Inc. (the "Contractor"). The effective date of this amendment shall be retroactive to September 26, 2012.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide software license and professional services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to add Exhibit "C", "D", "E", "F", "G", "H" and "I" which are attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of eighty-six thousand four hundred thirty-seven dollars and fifty-three cents (\$86,437.53) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three hundred thirty-seven thousand three hundred fifty-three dollars

and fifty-three cents (\$337,353.53) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered as described in Exhibit "C", "D", "E", "F", "G", "H" and "I" attached hereto.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
ROUTEMATCH SOFTWARE, INC.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

Date: _____

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Judith Amor

KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY

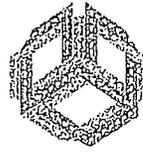
4/21/14

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

Business Unit/Line Item

Proposal



RouteMatch
Software

1180 West Peachtree
Suite 1130
Atlanta, GA 30309
Atlanta Office 404.876.5160

Proposal Response To

City of Santa Fe

Submitted By

Teague Kirkpatrick
RouteMatch Software
1675 Broadway, Suite 1045
Denver, CO 80202
303-997-1507
teague.kirkpatrick@routematch.com
www.routematch.com

Submitted On

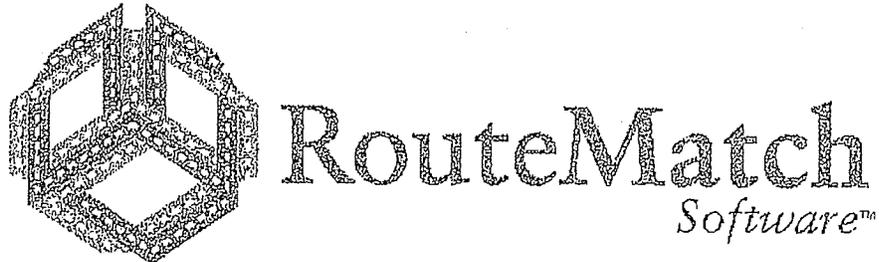
September 26, 2012

ROUTEMATCH SOFTWARE CARES ABOUT THE ENVIRONMENT. ALL OF ROUTEMATCH SOFTWARE'S CODE IS DEVELOPED IN THE UNITED STATES.

routematch.com

EXHIBIT

"C"



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Confidentiality Notice

The information contained in this proposal is intended only for evaluation by City of Santa Fe, or its agents for the purpose of consideration of a contract with RouteMatch Software, Inc. for software and services as described in the Request for Proposals for Transit Scheduling and Routing Software System. RouteMatch Software considers all information contained herewith to represent trade secrets and confidential business information. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording, or by any information or retrieval system, except as expressly related to the evaluation process performed by City of Santa Fe and permitted in writing by RouteMatch Software. All requests should be sent to Attention: Contracts Manager, RouteMatch Software, Inc., 1180 West Peachtree, Suite 1130

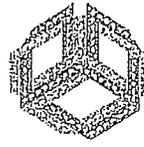
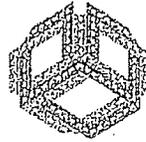


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ROUTEMATCH SOFTWARE CARES ABOUT THE ENVIRONMENT. ALL OF ROUTEMATCH SOFTWARE'S CODE IS DEVELOPED IN THE UNITED STATES.



1.0 INTRODUCTION

RouteMatch has provided the following Change Order proposal in response to City of Santa Fe's request to add a Verizon Wireless cellular modem to one (1) Daktronics AF 6300 12 MM Monochrome Single Face sign.

1.1 SCOPE OF SERVICES

The scope of services for this engagement consists of the following components

1. One (1) Verizon Wireless cellular modems for the Daktronics AF 6300 12 MM Monochrome Single Face sign.

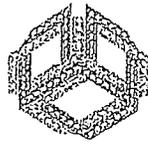
1.2 DETAILED COST PROPOSAL

RouteMatch Software 3 rd Party Hardware Components	
One (1) Verizon Wireless cellular modems for the Daktronics AF 6300 12 MM Monochrome Single Face sign	\$2,150
TOTAL	\$2,150

1.3 STANDARD SCHEDULE OF CHARGES

To offset RouteMatch project costs as they occur, the following milestone payments, based on a percentage of all license fees and professional service fees, will be required:

- ▣ 100% - As Delivered



2.0 ACCEPTANCE

This proposal serves as a change to the original scope of this project. This proposal will also be considered an addendum and is subject to the original Hardware, Software License, and Service Agreement Between RouteMatch Software, Inc., and City of Santa Fe. It will assume the terms and conditions as set forth in this executed contract. If accepted, please have an authorized official to sign and return. Upon receipt of the accepted quote, RouteMatch will authorize the above describe product and/or services to be delivered to City of Santa Fe.


Authorized Signature

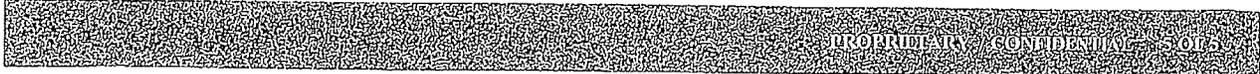
09/26/12
Date

Teague Kirkpatrick
Printed Name

Please return immediately to the following contact:

RouteMatch Software
Teague Kirkpatrick
teague.kirkpatrick@routematch.com
303-997-1507

ROUTEMATCH SOFTWARE CARES ABOUT THE ENVIRONMENT. ALL OF ROUTEMATCH SOFTWARE'S CODE IS DEVELOPED IN THE UNITED STATES.



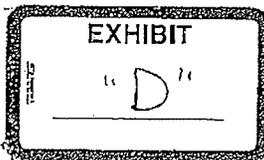
PROPRIETARY / CONFIDENTIAL - 5-013



3 Budget Proposal

RouteMatch Software is pleased to provide the following Change Order to Santa Fe Trails. This change Order consists of two (2) parts: Reductions & Deletions from the current contract between RouteMatch Software and Santa Fe Trails, and Additions to that contract.

Reductions & Deletions	
RouteShout Display Module – Two (2) displays	-\$5,000
Four (4) Days of Required Professional Services for Project Management, Configuration and Training (RouteShout Display)	-\$3,520
One (1) Daktronics AF 6300 single Face Sign	-\$4,250
Installation & Mounting	-\$1,500
Annual Support and Maintenance (RouteShout Display)	-\$750
Sub-Total	-\$15,020
Additions – Downtown Kiosk Project	
One (1) Armagard Outdoor Cold Climate LCD Enclosure (Portrait) – 42"	\$2,900
One (1) Armagard PDS Mount 32/55 Flat	\$150
One (1) NEC Display P402 – 40"	\$1,650
One (1) NEC Atom DC – Single Board Computer for NEC Display	\$950
One (1) USB Wireless Aircard – Wireless Network Adaptor for NEC Atom DC	\$350
Two (2) Days of Required RouteMatch Professional Services (software configuration)	\$1,760
Four (4) Days of Required RouteMatch Professional Services (Kiosk Manufacture & Initial Kiosk Build/Install)	\$3,520
Installation (NEC display, NEC Atom DC & USB Wireless Card)	\$1,000
Shipping	\$400
Sub-Total	\$12,680
Additions – Dispatch Area Project	
Two (2) NEC Displays P402 – 40" Large Format Display	\$3,300
Shipping	\$400
Two (2) Peerless SmartMounts – ST650-S – Tilted Wall Mount for 40" Displays	\$215
One (1) NEC Display P702 – 70" Large Format Display	\$11,900
Peerless SmartMount – ST670P - Tilted Wall Mount for 70" Display	\$140
Shipping	\$1,050
Three (3) NEC Atom DC's – Single Board Computer for NEC Display	\$2,850
Three (3) Days of Required RouteMatch Professional Services	\$2,640
Installation of three (3) Display and Mounts	\$2,650
Travel (as incurred – Up to 3 Days)	\$1,200
Sub-Total	\$26,345
TOTAL	\$24,005





4 Notes & Assumptions

- All Goods and Services will be invoiced as delivered
- City of Santa Fe (or selected Contractor) will be responsible for Installing the Armagard Enclosure in the custom kiosk.
- Back panel of Armguard Enclosure must be assessable
- RouteMatch will ship Armagard Enclosure to kiosk manufacture upon request (to ensure fit and compatibility)
- City of Santa Fe (or selected Contractor) will be responsible for installing kiosk at street-side location
- RouteMatch will be responsible for installing NEC Display, DC Atom Computer and Wireless AirCard in the Kiosk/Armagard Enclosure, upon approval of the following:
 - Satisfactory Armagard Enclosure installation
 - Satisfactory Kiosk installation at Street-side Location
 - Approval of power availability
- RouteMatch does not warranty kiosk, kiosk installation, or Armagard installation
- Kiosk Manufacturer will be responsible for providing power to the Armagard Unit via the Kiosk.



RouteMatch
Software

5 Acceptance

This proposal serves as an agreement for the above scope of services. This proposal is subject to the Hardware, Software License, and Service Agreement between RouteMatch Software Inc., and Santa Fe Trails. It will assume the terms and conditions as set forth in this executed contract. If accepted, please have an authorized official to sign and return. Upon receipt of the accepted quote, RouteMatch will authorize the above described product and/or services to be delivered to Santa Fe Trails.

Jon Bulthuis
Authorized Signature

02/08/13
Date

Jon Bulthuis
Printed Name

City of Santa Fe
Organization Name

Please return immediately to the following contact:
RouteMatch Software, Inc.
Attn: Director of Contracts
1201 West Peachtree St. NW Suite 3300
Atlanta, GA 30309
FAX (404) 898-1145

RouteMatch Software Proposal

Budget Proposal For:

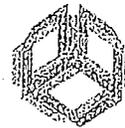
City of Santa Fe

Submitted By:

Teague Kirkpatrick
RouteMatch Software
1675 Broadway, Suite 1045
Denver, CO 80202
(303) 997-1505
www.routematch.com

Submitted On:

June 27, 2013



RouteMatch
Software™



RouteMa

EXHIBIT

"E"

paper and materials.



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1.0 Cost Proposal

RouteMatch Software, Inc. is pleased to offer the following budget proposal for additional licenses for Santa Fe's Fixed Route operations.

1.1 Scope of Services

The scope of services for this engagement consists of the following components

1. Six (6) RouteMatch Vehicle Licenses
2. Three (3) User Licenses with corresponding Cloud Service fees

RouteMatch Software Licensing	
RouteMatch User Licenses (3 Users)	\$8,775
RouteMatch Vehicle Licenses (6 Vehicles)	\$12,150
One-Year Cloud Services (3 Users)	\$1,512
TOTAL	\$22,437

Ongoing Support & Maintenance	
Ongoing Premium Support & Maintenance	\$3,770
Ongoing Cloud Service Fees	\$1,512
TOTAL	\$5,282

1.2 Acceptance

This proposal serves as a change to the original scope of this project. This proposal will also be considered an addendum and is subject to the original Hardware, Software License, and Service Agreement Between RouteMatch Software, Inc., and City of Santa Fe. It will assume the terms and conditions as set forth in this executed contract. If accepted, please have an authorized official to sign and return. Upon receipt of the accepted quote, RouteMatch will authorize the above describe product and/or services to be delivered to City of Santa Fe.

Annette Granillo
 Authorized Signature

11-1-2013
 Date

Annette Granillo
 Printed Name

City of Santa Fe
 Organization Name



RouteMatch
Software

1201 West Peachtree Street
Suite 3300
Atlanta, GA 30309

Phone: (404) 876-5160 Fax: (404) 898-1146
Taxpayer ID: 58-2516425

INVOICE

Invoice Number 15486
Invoice Date 10/1/2013
Due Date 10/31/2013

Bill To:

Attn: Annette Granillo
City of Santa Fe - Santa Fe Trails
PO BOX 909
Attn: Annette Granillo
SANTA FE, NM 87504-0909

PO: R Support 12/13-11/14
Cust ID: 219
Description: Annual Technical Support

Quantity	Description	Contract Amt	Amount
1	Annual Technical Support for CA License Year 2 - 12/13-11/14 <i>Fixed Rate</i>	6,621.00	6,621.00
		TOTAL DUE	\$6,621.00

Please make all checks payable to: RouteMatch Software, Inc.
If you have any questions regarding your invoice, please contact the billing department at (404) 876-5160
Thank You For Your Business!





RouteMatch
Software

1201 West Peachtree Street
Suite 3300
Atlanta, GA 30309

Phone: (404) 876-5160 Fax: (404) 898-1145
Taxpayer ID: 58-2516425

INVOICE

Invoice Number 15488
Invoice Date 10/1/2013
Due Date 11/30/2013

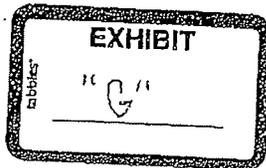
Bill To:

Attn: Annette Granillo
City of Santa Fe - Santa Fe Trails
PO BOX 909
Attn: Annette Granillo
SANTA FE, NM 87504-0909

PO: R Support 1213-1114
Cust ID: 219
Description: Annual Technical Support

Quantity	Description	Contract Amt	Amount
1	Annual Technical Support - 1213-1114	8,620.21	8,620.21
1	Annual Technical Support - Wireless - 1213-1114	3,231.32	3,231.32
<i>Para Transit</i>			
		TOTAL DUE	\$11,851.53

Please make all checks payable to: RouteMatch Software, Inc.
If you have any questions regarding your invoice, please contact the billing department at (404) 876-5160
Thank You For Your Business!





1201 West Peachtree Street
 Suite 3300
 Atlanta, GA 30309
 Phone: (404) 876-5160 Fax: (404) 898-1145
 Taxpayer ID: 58-2616425

INVOICE

Invoice Number 15773
 Invoice Date 11/1/2013
 Due Date 12/31/2013

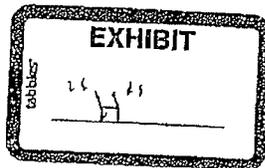
Bill To:

Attn: Annette Granillo
 City of Santa Fe - Santa Fe Trails
 PO BOX 909
 Attn: Annette Granillo
 SANTA FE, NM 87504-0909

PO: R Hosting 1213-1114
 Cust ID: 219
 Description: Annual Hosting Fees

Quantity	Description	Contract Amt	Amount
1	Annual Hosting Fees - Year 2 - Fixed Route - 1213-1114	5,775.00	5,775.00
1	Annual Hosting Fees - year 2 - Paratransit - 1213-1114	5,775.00	5,775.00
		TOTAL DUE	\$11,550.00

Please make all checks payable to: RouteMatch Software, Inc.
 If you have any questions regarding your invoice, please contact the billing department at (404) 876-5160
 Thank You For Your Business!





1201 West Peachtree Street
 Suite 3300
 Atlanta, GA 30309
 Phone: (404) 876-5160 Fax: (404) 898-1145
 Taxpayer ID: 58-2516425

INVOICE

Invoice Number 15774
 Invoice Date 11/1/2013
 Due Date 12/31/2013

Bill To:

Attn: Annette Granillo
 City of Santa Fe - Santa Fe Trails
 PO BOX 909
 Attn: Annette Granillo
 SANTA FE, NM 87504-0909

PO: R Support 1213-1114 WP
 Cust ID: 219
 Description: Annual Technical Support

Quantity	Description	Contract Amt	Amount
1	Annual Technical Support for Web Portal 1213-1114	2,541.00	2,541.00
		TOTAL DUE	\$2,541.00

Please make all checks payable to: RouteMatch Software, Inc.
 If you have any questions regarding your invoice, please contact the billing department at (404) 876-5160
 Thank You For Your Business!





**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor City of Santa Fe

Complete information requested Plus GRT

Original Contract Amount: \$250,916.00 x Inclusive of GRT

Termination Date: March 23, 2016

Approved by Council Date: March 23, 2012

or by City Manager Date: _____

Contract is for: Implementation and upgrade of mobile data solutions for the Santa Fe Trails fixed route and paratransit services

Amendment # 1 to the Original Contract# 12-0157

Increase/(Decrease) Amount \$ 86,438

Extend Termination Date to: N/A

Approved by Council Date: May 14, 2014

or by City Manager Date: _____

Amendment is for: Purchase additional third-party hardware; additional user and vehicle licenses; and annual technical support and hosting fees.

History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 337,354



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____
 RFQ _____ Date: _____
 Sole Source Exempt Procurement Date: February 29, 2012
 Other N/A

6 Procurement History: Amendment #1 to original four-year contract
 example: (First year of 4 year contract)

7 Funding Source: Transit Operating Fund BU/Line Item: 52402.520400; 52421.570850

8 Any out-of-the ordinary or unusual issues or concerns:
N/A
 (Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Ken Smithson, Director of Operations & Maintenance
 Phone # Ext. 2223

Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
 Forward to Finance Director for review/signature
 Return to originating Department for Committee(s) review or forward to City Manager for review
 and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

ITEM # 12-0157

CITY OF SANTA FE
SOFTWARE LICENSE AND
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City or Licensee") and RouteMatch Software, Inc. (the "Contractor or RouteMatch"). The effective date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last (the "effective date"). Hereinafter shall collectively be referred to as the "Agreement".

RECITALS:

WHEREAS, RouteMatch is the owner of the Software (as defined below) which is licensed to Licensee under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, RouteMatch is the provider of certain services related to the installation, setup, training and technical support associated with the use of Software; and

WHEREAS, Licensee desires to obtain a license to use the Software solely in its business operations and to obtain the Professional Services described herein, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide the following goods and services for the City and as further described in the exhibits attached hereto:

- A. Software License and Services Statement of Work - Exhibit A;
- B. Purchase of License and Professional Services – Exhibit A-1;

C. RouteMatch CA 3.0.1 Product Description – Exhibit B-1;

D. System Requirements – Exhibit B-2.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it and its personnel possess the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred fifty thousand, nine hundred and sixteen dollars (\$250,916) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered as follows:

<u>RouteMatch Software CA™ – Base License Fees</u>	
RouteMatch Software CA™	\$122,000
<i>Credit for AVL and Fixed Route Display Modules</i>	<i>(\$24,850)</i>
<i>Partnership Incentive</i>	<i>(\$14,573)</i>
<i>Sub-Total</i>	<i>\$82,577</i>
<u>RouteMatch Software Implementation Services</u>	
Project Management	\$4,400
Phase 0 – Initiate	\$1,760
Phase 1 – Design	\$2,640
Phase 2 – Build	\$880
Phase 3 – Educate	\$2,640
Phase 4 – Deployment	\$2,640
Phase 5 - System Acceptance	\$2,640
Software and Training Documentation for 7 Users	\$693
Travel Estimate (Up to 5 Onsite Visits / Up to 18 days onsite)	\$9,500
<i>Sub-Total</i>	<i>\$27,793</i>

Required Third Party Hardware	
Thirty Two Samsung Galaxy Tablet (GPS, Public Data Network Modem, Cabling, RouteMatch Mobility Application, Otterbox Ruggedized Cases and RAM Mounts)	\$27,200
Shipping	\$350
Installation (Thirty Two Vehicles)	\$9,600
<i>Sub-Total</i>	<i>\$37,150</i>
TOTAL	\$147,520
Annual Maintenance and Support	
Year One Comprehensive (24x7) Maintenance and Support & Technology Protection Plan	<i>Included</i>
Annual Comprehensive (24x7) Maintenance and Support Program	\$6,621

The following table represents the detailed line item costs associated with the paratransit mobile data conversion.

RouteMatch Mobile Data System Software	
RMGATE Plus Wireless Network Manager	\$7,500
<i>Sub-Total</i>	<i>\$7,500</i>
RouteMatch Software Implementation Services	
Professional Services for Project Management and Training	\$5,200
<i>Sub-Total</i>	<i>\$5,200</i>
Required Third Party Hardware	
Sixteen Samsung Galaxy Tablet (GPS, Public Data Network Modem, Cabling, RouteMatch Mobility Application, Otterbox Ruggedized Cases and RAM Mounts)	\$13,600
Shipping	\$150
Installation (16 Vehicles)	\$4,800
<i>Sub-Total</i>	<i>\$18,550</i>
TOTAL	\$31,250

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The following table represents the detailed line item costs associated with the hosting the paratransit and fixed route applications on our Software as a Service platform.

RouteMatch Hosting Services

Required Professional Services for Project Management and Configuration	\$880
RouteMatch Hosting Services for Fixed Route Operations (7 users)	\$5,250
RouteMatch Hosting Services for Paratransit Operations (7 users)	\$5,250
TOTAL	\$11,380

The following table represents the detailed line item costs associated with the real time transit traveler information system.

RouteShout Display

RouteShout Display for LED and LCD Signage	
RouteShout Display – (3 DISPLAYS)	\$7,500
Required Professional Services for Project Management, Configuration and Training (3 DISPLAYS)	\$5,280
Travel (One Visit up to 3 Days)	\$1,350
TOTAL	\$14,130
Annual Comprehensive (24x7) Maintenance and Support (3 DISPLAYS)	\$1,125

RouteShout Web Portal

RouteShout Fixed Route Web Portal	
RouteShout Customer-facing Fixed Route Web Portal	\$15,400
Required Professional Services for Project Management, Configuration and Training	\$4,400
TOTAL	\$19,800
Annual Comprehensive (24x7) Maintenance and Support	\$2,310

The following table represents the detailed line item costs associated with the External Passenger Information Sign.

Exterior Passenger Information Signs (Two)	
Two (2) Daktronics AF 6300 12 mm Monochrome Single Face	\$8,500
Installation and Mounting (assumes available power supply)	\$3,000
Project Management and Oversight	\$5,280
TOTAL	\$16,780

B. Customer Support. For RouteMatch CA™, Licensee shall be given unlimited Customer Support, free of charge for the first twelve (12) months after system "Go Live" and Licensee shall pay fees for all subsequent years of Customer Support upon the anniversary of "Go Live". For Fixed Route Web Portal and RouteShout Display, Licensee shall be given unlimited Customer Support, free of charge for the first 90 days after system "Go Live". Licensee shall pay fees for the first year of Annual Customer Support 90 days from "Go Live" and fees for all subsequent years of Annual Customer Support upon the anniversary of "Go Live".

C. Hosting Service Fees. Licensee shall pay one hundred (100%) of all annual hosting service fees when the Software has been installed in the centrally hosted server and Licensee has received user names and passwords which enable each user to access the Software. Licensee shall pay fees for all subsequent years of Hosting Services upon the anniversary of the Initial Hosting Term.

D. Expenses. Licensee shall reimburse RouteMatch for all reasonable travel expenses as they are incurred in the delivery of the Software and services listed above. Prior approval by the City is required on all expenses.

E. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

F. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

The License Agreement to use software shall be perpetual. The Professional Services Agreement and License Agreement shall be effective when signed by the City and the Contractor, whichever occurs last. The Professional Services Agreement shall terminate on the first anniversary of System Acceptance. The System Acceptance is the date when the Software conforms to specification in Exhibit B-1, unless sooner pursuant to Article 6 below or unless extended by mutual, written agreement, but in no event shall the Professional Services Agreement exceed four (4) years from the effective date, including all extensions.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor. The Contractor may terminate the License Agreement to use software as follows:

(1) Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement, and all licenses granted to Licensee under this Agreement, upon written notice to the other Party (the "Breaching Party") in the event of a breach of any of the terms or conditions of this Agreement by such Breaching Party that is not cured by such Breaching Party as follows: (i) within ten (10) days after its receipt of written

notice of any breach with respect to the payment or nonpayment of any fees or other monies that are due and owing under and pursuant to this Agreement, provided however, that a Breaching Party shall only have the right to cure any such monetary breach ~~once within any twelve (12) month period;~~ or (ii) within thirty (30) days after its receipt of written notice of any breach of any term or condition of this Agreement other than the payment or nonpayment of monies owed.

(2) Upon the termination of this Agreement for any reason, Licensee shall promptly pay to RouteMatch all then due and outstanding amounts owed by Licensee to RouteMatch under this Agreement, and all rights granted to Licensee will terminate and revert to RouteMatch. Promptly upon termination of this Agreement, for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Software, Licensee shall return or destroy, as requested by RouteMatch, all copies of the Software and all Documentation in the possession, custody or control of Licensee and all other materials pertaining to the Software (including all copies thereof). Licensee agrees to and shall certify to RouteMatch in writing and under oath Licensee's compliance with all of the terms and conditions of this Section 7(ii) promptly upon RouteMatch's request for the same.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout

the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the

right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement, and all attached Exhibits, incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to RouteMatch:

RouteMatch Software, Inc.
Suite 1200
1349 West Peachtree Street
Atlanta, Georgia 30309

with a copy to:

Barclay T. Macon, Jr.
Freisem, Macon, Swann & Malone, LLP
2905 Piedmont Road
Atlanta, Georgia 30305

If to Licensee:

Annette Granillo
Operations Manager
Santa Fe Rides Program
2931 Rufina Street
Santa Fe, New Mexico 87507

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

David Coss
DAVID COSS, MAYOR

DATE: 3-23-12

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
rml

APPROVED AS TO FORM:

Judith Amoroso
GENO ZAMORA, CITY ATTORNEY
2/10/12

APPROVED:

Melville L. Morgan 3/19/12
DR. MELVILLE L. MORGAN, FINANCE DIRECTOR
Business Unit Line Item

CONTRACTOR:
RouteMatch Software, Inc.

By: Alma Beltran
(Name & Title)

Title: Director of Contracts

Date: April 2, 2012

CRS#03044215-000
City of Santa Fe Business
Business Registration #

Business Unit/Line Item:
52402, 571500, 52411, 570400