



**ACTION SHEET**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 02/01/16**  
**FOR CITY COUNCIL MEETING OF 02/10/16**

**ISSUE:**

11. Request for Approval of Amendment No. 2 to Professional Services Agreement – Annual Technical Software Support, Hosting Fees for Website Portal, Fixed Route and Paratransit Licenses and Wireless Service for FY 2015/16; RouteMatch Software, Inc. (Jon Bulthuis)

**FINANCE COMMITTEE ACTION:**

Approved as Discussion item.

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

# City of Santa Fe, New Mexico memo

Date: January 13, 2016

To: Finance Committee

From: Jon Bulthuis, Transportation Department Director ~~✍~~

Re: Request for approval of Amendment #2 to Professional Services Agreement

## ITEM

On March 23, 2012, the Governing Body approved a Professional Services Agreement (Item #12-0157), in the amount of \$250,916, to Route Match 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.

On June 13, 2015, the Governing Body approved Amendment #1, 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.

Santa Fe Trails is now recommending Amendment #2 to the agreement with Route Match, in the amount of \$47,536.00 for annual technical support and hosting fees for the software subscription which covers the web portal, fixed route and paratransit licenses, and wireless service for fy 15/16.

## ACTION REQUESTED

Recommend approval of Amendment #2 to the agreement with Route Match, in the amount \$47,536.00. Sufficient funds are available and always budgeted annually for this under 52401.530710 for software subscription annual technical support and hosting fees for the web portal, fixed route and paratransit licenses, and wireless service 15/16.

## ATTACHMENT

Copy of original contract, Amendment #1, Amendment #2, and Summary of Contract.

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
SOFTWARE LICENSE AND  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (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 date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**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. COMPENSATION:

Article 3, paragraph A of the Agreement is amended to increase the compensation by forty-seven thousand five hundred thirty six dollars (\$47,536.00), so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed three hundred eighty-four thousand eight hundred eighty nine dollars and fifty-three cents (\$384,889.53), inclusive of applicable gross receipts taxes.

2. 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. 2 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:

MBM 1/15/16  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52401.530710  
Business Unit/Line Item



# RouteMatch Software™

1201 West Peachtree Street  
Suite 3300  
Atlanta, GA 30309

Phone: (404) 835-6181  
Taxpayer ID: 58-2516425

Fax: (404) 898-1145

## INVOICE

Invoice Number: 20151001  
Invoice Date: 10/1/2015  
Due Date 11/30/2015

Bill to:

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

PO: Consolidated Invoice  
CUST ID: 219  
Description: Annual Support, Hosting & SMS  
Term: 12/15- 11/16

Quantity	Description	Rate	Amount
	<b>Fixed Route &amp; SGT Conversion</b>		
	Annual Hosting Services Fixed Route 12/15 - 11/16		\$ 7,604.52
	Annual Hosting Services Paratransit 12/15 - 11/16		\$ 5,775.00
	Annual Support & Maintenance Fixed Route 12/15-11/16		\$ 13,171.60
	Annual Support & Maintenance Web Portal 12/15-11/16		\$ 3,074.61
	<b>Santa Fe Trails</b>		
	Annual Support & Maintenance Paratransit 12/15-11/16		\$ 10,430.45
	Annual Support & Maintenance Wireless 12/15-11/16		\$ 3,909.90
	Annual Support & Maintenance RouteShout 12/15-11/16		\$ 2,520.00
	Annual SMS Text Fees RouteShout 12/15 - 11/16		\$ 1,050.00
	<b>TOTAL DUE</b>		<b>\$ 47,536.08</b>

Please make all checks payable to: RouteMatch Software, Inc.

If you have any questions regarding your invoice please contact the billing department at (404) 835-6181

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**

1 **FOR:** ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor Route Match Software, Ince

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \_\_\_\_\_

Termination Date: March 23, 2016

Approved by Council Date: June 13, 2014

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Technical support for software for Transit buses and para-transit vehicles

Amendment # 2 to the Original Contract# 12-0157

Increase/(Decrease) Amount \$ \$47,536.08

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:** Technical support for software for Transit buses, para-transit vehicles, SF Pick-Up

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

Amount \$ 250,916.00 of original Contract# 12-0157 Termination Date: 03/23/2016

Reason: \_\_\_\_\_

Amount \$ 86,437.53 amendment # 1 Termination Date: 03/23/2016

Reason: purchase of addtl 3rd party hardware

Amount \$ 47,536.08 amendment # 2 Termination Date: 03/23/2016

Reason: annual cost for software technical support

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 384,889.61



**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  \_\_\_\_\_ Date: March 23, 2012

Other Exempt procurement approval for upgrades to existing Route Match equipment

6 **Procurement History:** 4th year of 4 year contract  
example: (First year of 4 year contract)

7 **Funding Source:** \_\_\_\_\_ 52401 **BU/Line Item:** \_\_\_\_\_ 530710

8 **Any out-of-the ordinary or unusual issues or concerns:**

\_\_\_\_\_  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Lois Amador

Phone # \_\_\_\_\_ -2010

10 **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:**

Payment due for annual software technical support services. Amending contract because the contract is still in effect until March 23, 2016 and the invoice for fy 15/16 requires a po and since contract is still good, an amendment is the way to go.

**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.

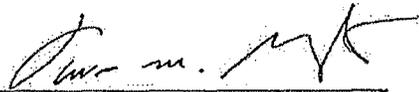
4. AGREEMENT IN FULL FORCE.

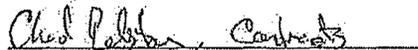
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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.

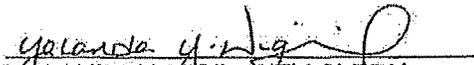
  
\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

  
\_\_\_\_\_  
NAME & TITLE

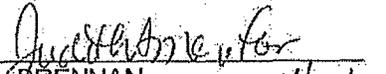
Date: 6-13-14

Date: 6-19-2014

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
9am 5/14/14

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 4/21/14

APPROVED:

  
\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR 6/4/14

52421.520400  
Business Unit/Line Item

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:

<b>RouteMatch Software CA™ – Base License Fees</b>	
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>
<b>Sub-Total</b>	<b>\$82,577</b>
<b>RouteMatch Software Implementation Services</b>	
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
<b>Sub-Total</b>	<b>\$27,793</b>

<b>Required Third Party Hardware</b>	
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
<b>Sub-Total</b>	<b>\$37,150</b>
<b>TOTAL</b>	<b>\$147,520</b>
<b>Annual Maintenance and Support</b>	
Year One Comprehensive (24x7) Maintenance and Support & Technology Protection Plan	Included
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.

<b>RouteMatch Mobile Data System Software</b>	
RMGATE Plus Wireless Network Manager	\$7,500
<b>Sub-Total</b>	<b>\$7,500</b>
<b>RouteMatch Software Implementation Services</b>	
Professional Services for Project Management and Training	\$5,200
<b>Sub-Total</b>	<b>\$5,200</b>
<b>Required Third Party Hardware</b>	
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
<b>Sub-Total</b>	<b>\$18,550</b>
<b>TOTAL</b>	<b>\$31,250</b>

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.

<b>RouteMatch Hosting Services</b>
------------------------------------

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
<b>TOTAL</b>	<b>\$11,380</b>

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

**RouteShout Display**

<b>RouteShout Display for LED and LCD Signage</b>	
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
<b>TOTAL</b>	<b>\$14,130</b>
Annual Comprehensive (24x7) Maintenance and Support (3 DISPLAYS)	\$1,125

**RouteShout Web Portal**

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

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

<b>Exterior Passenger Information Signs (Two)</b>	
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
<b>TOTAL</b>	<b>\$16,780</b>

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  
emil

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

Business Unit/Line Item:  
52402.571500, 52411.570400

CONTRACTOR:  
RouteMatch Software, Inc.

By: Campbell B...  
(Name & Title)  
Title: Director of Contracts

Date: April 2, 2012

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





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

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

1 **FOR:** ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor Route Match Software, Ince

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \_\_\_\_\_

Termination Date: \_\_\_\_\_ March 23, 2016

Approved by Council Date: \_\_\_\_\_ June 13, 2014

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Technical support for software for Transit buses and para-transit vehicles

Amendment # 2 to the Original Contract# 12-0157

Increase/(Decrease) Amount \$ \_\_\_\_\_ \$47,536.08

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:** Technical support for software for Transit buses, para-transit vehicles, SF Pick-Up

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

Amount \$ 250,916.00 of original Contract# 12-0157 Termination Date: 03/23/2016

Reason: \_\_\_\_\_

Amount \$ 86,437.53 amendment # 1 Termination Date: 03/23/2016

Reason: purchase of addt'l 3rd party hardware

Amount \$ 47,536.08 amendment # 2 Termination Date: 03/23/2016

Reason: annual cost for software technical support

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 384,889.61



**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  \_\_\_\_\_ Date: March 23, 2012

Other Exempt procurement approval for upgrades to existing Route Match equipment

**6 Procurement History:** 4th year of 4 year contract  
example: (First year of 4 year contract)

**7 Funding Source:** \_\_\_\_\_ 52401 **BU/Line Item:** \_\_\_\_\_ 530710

**8 Any out-of-the ordinary or unusual issues or concerns:**  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Lois Amador

Phone # \_\_\_\_\_ -2010

**10 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:**

Payment due for annual software technical support services. Amending contract because the contract is still in effect until March 23, 2016 and the invoice for fy 15/16 requires a po and since contract is still good, an amendment is the way to go.

# 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.

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### 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.

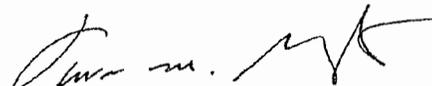
4. AGREEMENT IN FULL FORCE.

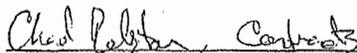
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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.

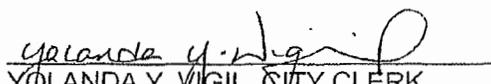
  
\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

  
\_\_\_\_\_  
NAME & TITLE

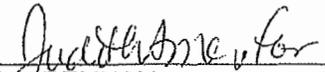
Date: 6-13-14

Date: 6-19-2014

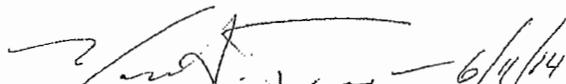
ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
certifg 5/14/14

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN,  
INTERIM CITY ATTORNEY 4/21/14

APPROVED:

  
\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR

52421.520400  
Business Unit/Line Item

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:

<b>RouteMatch Software CA™ -- Base License Fees</b>	
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>
<b>Sub-Total</b>	<b>\$82,577</b>
<b>RouteMatch Software Implementation Services</b>	
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
<b>Sub-Total</b>	<b>\$27,793</b>

<b>Required Third Party Hardware</b>	
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
<b>Sub-Total</b>	<b>\$37,150</b>
<b>TOTAL</b>	<b>\$147,520</b>
<b>Annual Maintenance and Support</b>	
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.

<b>RouteMatch Mobile Data System Software</b>	
RMGATE Plus Wireless Network Manager	\$7,500
<b>Sub-Total</b>	<b>\$7,500</b>
<b>RouteMatch Software Implementation Services</b>	
Professional Services for Project Management and Training	\$5,200
<b>Sub-Total</b>	<b>\$5,200</b>
<b>Required Third Party Hardware</b>	
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
<b>Sub-Total</b>	<b>\$18,550</b>
<b>TOTAL</b>	<b>\$31,250</b>

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

<b>RouteMatch Hosting Services</b>
------------------------------------

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
<b>TOTAL</b>	<b>\$11,380</b>

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

**RouteShout Display**

<b>RouteShout Display for LED and LCD Signage</b>	
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
<b>TOTAL</b>	<b>\$14,130</b>
Annual Comprehensive (24x7) Maintenance and Support (3 DISPLAYS)	\$1,125

**RouteShout Web Portal**

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

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

<b>Exterior Passenger Information Signs (Two)</b>	
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
<b>TOTAL</b>	<b>\$16,780</b>

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:

with a copy to:

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

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 Cross  
DAVID COSS, MAYOR

DATE: 3-23-12

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:  
RouteMatch Software, Inc.

APPROVED AS TO FORM:

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

By: Campbell B. ...  
(Name & Title)  
Title: Director of Contract

Date: April 2, 2012

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

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

Business Unit/Line Item:  
52402.571500, 52411.570400

**LICENSE TO THE SOFTWARE AND EXHIBIT A to  
PROFESSIONAL SERVICES AGREEMENT**

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**Software License and Services Statement of Work**

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## 1. Scope of Services:

The parties agree to the following rights and responsibilities:

- (a) Purchase of License and Professional Services. During the Term (as defined below) of this Statement, Licensee agrees to purchase from RouteMatch and RouteMatch agrees to provide to Licensee services and goods, under the terms of the Agreement and all Exhibits, including Exhibit A-1.
- (1) License to Use Software: See paragraph 5 Agreement.
  - (2) Professional Services: See paragraph 5 Agreement.
- (b) Customer Support: Contracts shall provide customer support for a period of twelve (12) months after the "Go Live Date" of the Agreement (the "Initial Term"), provided that the Parties' obligations under Section 4 of the Exhibit may be automatically extended for additional twelve (12) month periods (each a "Renewal Term") on the anniversary date of "Go Live", unless either Party provides the other Party with at least sixty (60) days written notice of non-renewal prior to the end of the Initial Term or any Renewal Term, as applicable. For the purposes of the Agreement, "Go Live" shall mean that point in time at which Licensee uses the Software in its daily operations.
- (c) Hosting Services: Contract shall provide hosting services for a period of twelve (12) months after the Software is installed on a central server and made available to Licensee (the "Initial Hosting Term") provided that the Parties' obligations under Section 4 of this Exhibit may be extended for additional twelve (12) month periods (each a "Renewal Hosting Term") on the anniversary date of "Go Live", unless either Party provides the other Party with at least sixty (60) days written notice of non-renewal prior to the end of the Initial Term or any Renewal Term, as applicable.

The Initial Term together with any Renewal Term shall be the "Term" of this Agreement; provided and so long as Licensee is not in breach of or default under this Agreement or this Agreement has not been terminated pursuant to this Statement, and subject to RouteMatch's right to increase its fees or rates as provided herein.

## 2. License to Use Software.

- (a) Description. In consideration of the payment of the license fees and other fees and expenses set forth in Section 5 below, RouteMatch grants to Licensee a nonexclusive, nontransferable, perpetual (subject to termination as provided below) license for the authorized number of Named Users and Vehicles (as provided in Section (c) below or in an Amendment to this Agreement signed by the Parties) to use RouteMatch CA™, the AVL/MDC Module, RMMobility Application, RouteShout, RMGate Plus and RouteShout web portal further described in Exhibit "B" to this Agreement, (the "Software") in machine readable form and the accompanying user documentation identified in Section (b) below, subject to the terms and conditions of this Agreement, including Exhibit A.
- (b) Documentation. RouteMatch will provide to Licensee the following user documentation relating to the Software (the "Documentation"), and a license to use the Documentation: one (1) hard copy of the Users Manual will be provided to Licensee upon installation of the Software, and one (1) digital copy of the Users Manual will be provided to Licensee in Adobe Acrobat PDF format after installation of the Software

(c) Scope.

RouteMatch CA™ and Modules - Licensee agrees that it may allow up to seven (7) of its designated employees (“named users”) access to the RouteMatch CA™ Software and may manage up to thirty-two (32) vehicles in the Software.

RMMobility Application and RMGate Plus- Licensee agrees that it may allow up to thirty-two (32) fixed route vehicles and sixteen (16) paratransit vehicles to access the Software.

RouteShout Web Portal – Licensee agrees that it may allow an unlimited number of users access to the RouteShout customer web portal.

**3. Professional Services.**

In consideration for Licensee’s payment of the fees and reimbursement of expenses as set forth in Section 5 below or as otherwise agreed in writing signed by the Parties, RouteMatch shall provide the following “Professional Services” to Licensee:

**Project Management**

Project Management occurs throughout all phases of the project:

- Ensures Project Success
- Executes Project within RIM Methodology
- Project Managers: Create, update, review, and resolve RM issues, Conduct Weekly Project Status reviews with client;
- Tracks Action Items
- Review Action Item List with Client on Regularly Scheduled Basis

**DELIVERABLES**

- Revised Project Deliverables
- Implementation Work Plan
- Transition Process Documents

**Phase 0: Initiate**

**Tasks include:** Contract Initiation, Project Kickoff, End to End Project Plan (Scope, Deliverables, Budget, Timeline, Risks, Issue, and Resource Requirements). Includes but not limited to the following:

*Kickoff Meeting*

- Reconfirm Client’s Expectations: Project Plan and SOW
- Discuss Project Objectives
- Discuss and Review Functionality including interfaces
- Review and Analyze Client Requirements
- Document Key Decisions and Discuss Next Steps
- *Client Acknowledgement of Phase 0 Letter*

*Level of Effort*

- 16 Hours of effort and 5 days of duration

**DELIVERABLES**

- Statement of Work and Detailed Project Plan with Timelines
- Contract Documents

**Phase 1: Design**

**Tasks include:** Operations Assessment, Technical Assessment, Critical Success Factors (Metrics/Measures/Matrix), Functional Design, Detail Design, Baseline Statistics/Metrics. Includes but not limited to the following:

*Operations and Technical Assessments*

- Review of operations and discussions with all necessary personnel
- Review of current reporting to communicate reporting needs
- Technical review of clients IT architecture and policies for access
- Training needs assessment
- Vehicle assessment for equipment installation

*Functional Flow*

- Documents how Santa Fe will Use RouteMatch Software in their Operation
- Identifies Each Functional Area
- Highlight changes needed between current Operation Process and system flow
- Iterative Review and Revision with Client Involvement

*Interface Design*

- Detail design of Santa Fe solution and necessary integration including but not limited to:
  - Data Mapping
  - Timing
  - Error Handling

*Conversion Plan*

- Outlines Steps Required to Begin Production Use of RouteMatch Software
- Includes dates & times: for incorporating the new Fixed Route solution into the current Paratransit Solution to be a single Transit Solution for Santa Fe Transit

*Level of Effort*

- 24 hours of effort and 5 days of duration

**DELIVERABLES**

- Functional Flow including reporting requirements
- *Interface Design*
- *Detailed Training Plan*
- *Conversion Plan*

**Phase 2: Build**

**Tasks Include:** System Configuration and Vendor Assembly Testing, Development of User Training. Includes but not limited to the following:

*Vendor Assembly Testing*

- Create test plan to Functional Flow
- Execute test cases in Client's Test Environment:
  - Unit Testing
  - Integration Testing
  - System Testing
  - User Acceptance Testing Prep

*Hardware Installation*

- Perform a Complete Inventory of Equipment Prior to Scheduling Hardware Implementation
- Test all Equipment by Completion of Installation

*Software Installation*

- Install software on Hosted Server
- Install Web Portal on Hosted Server

*Perform System Configuration*

- Test System Configuration in Client's Test Environment
- Configure Production Environment
- Client prepares the Operations

*Level of Effort*

- 40 Hours of effort and 30 days of duration

*DELIVERABLES*

- Test Report
- End User Training Guides
- Go Live Risk Assessment with Mitigation Plan

**Phase 3: Educate**

**Tasks Include:** Execute User Training, End to End Systems Overview. Pre-Go Live and Conversion Activities and Risk Assessment. Includes but not limited to the following:

*End User Training*

- Execution of tailored Training sessions on Santa Fe CAD/AVL and RouteShout solution
- RMCA – Dispatch and Scheduling – 2 Days Onsite
- RMCA – Administration – 1 Day Onsite
- RouteMatch Mobile Data – Train the Trainer – 1 Day Onsite
- RouteShout Administration Training – 2 Days Onsite
- Go Live Support and Follow Up Training – 4 Days Onsite

*Risk Assessment with Revised Project Objectives*

- Compared to Project Objectives provided in Phase 1 Design
- Reviewed and Acknowledged by Client as Part of Readiness Assessment

*Level of Effort*

- 80 Hours of effort and 45 to 60 days of duration

*DELIVERABLES*

- Go-live Success Criteria
- Risk Assessment
- Implementation Checklist
- Three Onsite Training Sessions - 10 Days Onsite Training
- Three Web based Training and Refresher Sessions

**Phase 4: Deployment**

**Tasks Include:** Phased in approach - UAT, Pilot, Burn In, Acceptance and Warranty.

Includes but not limited to the following:

- User Acceptance Testing
- Vehicle Installation
- Pilot a subset of Santa Fe vehicles and routes
- Go Live
- Implementation Support
- Customer Support Transition Requirements & Needs Assessment

*Level of Effort*

- 40 Hours effort and 10 days of duration

*DELIVERABLES*

- Post Project Assessment Documents including Baseline/ Go Live analysis

**Phase 5: System Acceptance**

**Tasks Include:** Project Closure, Transition to Customer Support. Includes but not limited to the following:

- On-going Support
- Continual Maintenance

*Level of Effort*

- 16 Hours of effort and 5 to 10 days of duration

*DELIVERABLES*

- Baseline Measures and Metrics Analysis
- Customer Support Transition document

**4. Customer Support Services.**

In consideration of the payment of the fees and reimbursement of expenses as set forth in the Agreement, during the Initial Term, RouteMatch will provide technical support and maintenance as follows:

(a) Phone Support. RouteMatch will provide technical support by phone twenty-four (24) hours a day, seven days a week. Customer Support Personnel will be available for live consultation from 8:00 AM – 7:00 PM(EST) and will return all calls within two (2) hours. After hours and emergency support will be available via a pager by which, upon licensee leaving a message on the RouteMatch Support Voice Mail, a customer support technician will contact the customer within two (2) hours. Upon the initiation of a support event, email alert notifications will be sent to licensee containing a unique tracking identification number.

(b) Updates. RouteMatch will provide all Updates (as defined in Exhibit “A-1”) to Licensee without charge. These updates and patches will be provided on CD or other acceptable electronic means.

(c) Upgrades. RouteMatch will provide all Upgrades (as defined in Exhibit “A-1”) to Licensee without charge. These upgrades will be provided on CD or other acceptable electronic means.

(d) Customer Support Website. RouteMatch will provide Licensee access through a unique, secure password to the Customer Support Website (“CSW”). The CSW will be maintained for customers only and contain information regarding the Software, Services, and other helpful information. The CSW will also provide access to the most up to date documentation, new case submittal forms, and available releases. Customers submitting cases or requests through the CSW will receive confirmation of receipt within one business hour of submittal.

(e) User Groups. Licensee will be permitted to participate in regional user groups for Licensee’s region, if available, free of charge.

(f) On-Line Training Sessions. Up to five (5) of Licensee’s authorized users will be allowed to participate in two (2) web-based, on-line training sessions each year. Upon Licensee’s request RouteMatch will schedule a training session on the subject matter requested by Licensee at an agreed upon date and time.

(g) Scheduled Web Training Classes. Each year, RouteMatch will provide up to five (5) of Licensee’s authorized users access to five (5) of RouteMatch’s regularly schedule Web-Training classes free of charge. RouteMatch will routinely publish a schedule of available training classes and subjects on the CSW. Additional access can be purchased at the then applicable rate for Premium Support customers.

(h) Annual User Conference. RouteMatch will hold an Annual Users Conference one time each year. Licensee’s authorized users are eligible to attend the annual RouteMatch User Conference free of charge. All expenses and costs included those associated with travel, lodging, and meals are not included.

Fees

<u>RouteMatch CA™:</u>	First Year Included Year 2: \$6,621
<u>Fixed Route Web Portal:</u>	\$2,310
<u>RouteShout Display:</u>	\$1,125

RouteMatch may increase Customer Support Fees up to 10% in each Renewal Term.

5. Hosting Services.

(a) Description of the HSP Services. RouteMatch shall, either directly or through a hosting partner, provide to Licensee access to and use of a Server and the Software, which shall be installed on the Server (the "System"). In addition, Licensee shall, subject to the terms of this Agreement, be entitled to store and access Licensee's data, information and other materials ("Content") on the Server for use in conjunction with the Software. RouteMatch shall provide Licensee with separate ID Numbers to enable the System to identify Licensee and the users. In addition, RouteMatch shall provide Licensee with its own Passwords, which Licensee and its authorized users shall use when accessing the System.

(b) System Availability. RouteMatch or its hosting partner reserves the right to perform routine or standard maintenance on the Server. RouteMatch shall provide Licensee with prior notice of all server maintenance periods.

3. User License. Licensee shall have a license for seven (7) Users to access the System. Licensee agrees that it may allow up to seven (7) of its designated employees ("named users") access to the Software and may manage up to thirty-two (32) fixed route vehicles and sixteen (16) paratransit vehicles in the Software.

4. Licensee Obligations.

A. Compliance with HSP Policies. ASP Policies are written policies of RouteMatch or its hosting partner that have been delivered to Licensee. These policies are designed to help protect RouteMatch, its hosting partner and RouteMatch's customers having access to the System from irresponsible or illegal activities. End User shall not, nor shall it authorize or assist others to, abuse or fraudulently use the ASP Services, including but not limited to the following:

(1) disclose any ID Numbers or Passwords to any third party who has not signed a Non-Disclosure Agreement with RouteMatch protecting the proprietary nature of information disclosed or made available during the development of RouteMatch's and/or Licensee's Content. Passwords and ID Numbers assigned to Licensee shall be treated by Licensee as private and confidential information of RouteMatch, and Licensee will not provide any third party with any Password or ID Numbers, including without limitation those assigned to Licensee, unless the third party has executed and delivered to Licensee and to RouteMatch a written agreement with Licensee wherein the third party acknowledges and agrees that (i) it or he will not use the ID Numbers or Password except as an independent contractor of Licensee's and solely for and on behalf of Licensee as permitted under the terms and conditions of this Agreement; and, (ii) it will not access or attempt to access any data, information or other materials that may be on the System other than Licensee's Content.

(2) develop web sites or Content, knowingly or unknowingly, which Licensee should have reason to believe that RouteMatch or its hosting partner would consider destructive in nature (i.e. aggressively capture CPU's, memory, and/or input/output to the point where it is seriously degrading performance of the Server and is inhibiting other RouteMatch customers' ability to use the HSP Services); or,

(3) provide material which is, in the reasonable opinion of RouteMatch or its hosting partner, threatening or harassing, obscene or pornographic, profane, abusive, libelous, socially objectionable, unlawful, discriminatory, offensive, or protected by trade secrets. . RouteMatch and/or its hosting partner reserve the right to remove Content from its Server which RouteMatch or its hosting partner, in its reasonable discretion, determines to be in violation of any HSP Policies if Licensee fails to cure or discontinue the breach of any such policy within ten (10) days of receipt of written notice of such breach or violation. RouteMatch and hosting partner reserves the right to modify these HSP Policies at any time, provided that they will not be or become effective as to Licensee until the revised policy is delivered in writing to Licensee.

B. Content. Licensee will provide and maintain all of its own Content to be stored on the Server. Content will be provided in a "server-ready" condition, which is a form requiring no additional manipulation on RouteMatch or its hosting partner's part, unless specifically set forth in and agreed to in writing signed by RouteMatch.

C. Access to the Server. Licensee is responsible for providing, operating and maintaining access to the internet necessary to link its computer and/or network to the Server and the System except and to the extent otherwise provided in writing signed by RouteMatch.

D. Access Equipment. Unless otherwise provided in this Agreement, Licensee must provide all telephone, computer, hardware and software equipment and services necessary to access the Server and System.

E. Support of Licensee's Own Network and Content. Licensee is responsible for resolving troubles within its own localized network unless otherwise provided for in a writing signed by RouteMatch. Unless otherwise provided for herein, Licensee is responsible for all trouble resolution services with regard to the Content itself unless the trouble arises from or is related to problems with the Server itself or the Software.

F. Data. At any time and in writing Licensee can request a disk containing its data in an acceptable format at the cost of \$150 per hour.

G. Hardware Requirements. Licensee is responsible for providing the necessary hardware and software required for the software to function. The requirements are listed in Exhibit B-2.

6. Compensation. See paragraph 3 Agreement.

7. Additional Services.

Provided and so long as Licensee is not in breach of or default under this Agreement, Licensee may purchase and acquire from RouteMatch additional or elective services at those prices and terms set forth in Exhibit B - 2, attached hereto; provided that any such purchase shall be evidenced by an Addendum to this Agreement executed by authorized representatives of both Parties and setting forth the additional or elective services to be purchased by Licensee and provided by RouteMatch, as well as the prices for such services if other than as provided below. All such additional or elective services shall be provided on an hourly or daily rate basis as set forth below unless the Parties have executed a Statement of Work setting forth the services, deliverables, schedules, specifications, acceptance criteria and price (a "Statement of Work"). Any Statement of Work shall be an Addendum to the Agreement and incorporate the terms and conditions of the Agreement.

8. Licensee's Obligations.

Licensee shall provide the following labor support to RouteMatch:

(a) General. Licensee shall name a point of contact representative (the "Point of Contact") responsible for all communications between RouteMatch and Licensee throughout the installation, data conversion, training, and technical support process. The Point of Contact will be responsible for scheduling all appointments; delivering and receiving all correspondence related to installation, data conversion, training and technical support; and, arranging communications and support from RouteMatch representatives, as requested.

(b) Project Plan. Licensee acknowledges that time is critical in the performance of the implementation Project Plan. Licensee further acknowledges and agrees that any delay in the implementation due to the acts or omissions of Licensee, its employees, subcontractors, agents and/or client(s) (persons other than RouteMatch representative), shall not constitute a delay in RouteMatch's performance and shall not delay or prevent payment of any amount that would have been due to be paid to RouteMatch under the contract.

(c) Installation. Licensee agrees that an MSP-certified IT, manager-level representative, capable of providing RouteMatch administrative access to all computers, workstations and servers, will be available to assist RouteMatch during the installation period. Licensee further agrees to provide RouteMatch with one (1) hour of down time per work station to be equipped with the Software, in which RouteMatch has complete, uninterrupted access to said work station.

(d) Data Conversion. If RouteMatch is to provide data conversion services, Licensee is solely responsible for presenting all of its business and other data to be used with the Software in an acceptable format (Microsoft Excel, template to be provided by RouteMatch) to expedite data conversion services to be provided by RouteMatch as set forth in section 7 (c).

(e) Training. Licensee agrees to make all of its personnel that are considered by Licensee to be "trainees" on the use of the Software or who are to receive training as part of the Professional Services available for the agreed upon number of uninterrupted, dedicated eight (8) hour training days as set forth in the Project Charter.

(f) Technical Support. During the Term of this Agreement, Licensee agrees to follow and comply with the RouteMatch Customer Support Program provided or communicated to Licensee, direct all technical support questions and communications through the Point of Contact, and provide the necessary and qualified personnel, as requested by RouteMatch, to assist in completing the technical solution.

(g) Hardware Products. Licensee acknowledges that warranty for the Samsung Galaxy Tablets will be pursuant to standard manufacturer warranties offered by Samsung.

(h) Internet Connection. Licensee will provide all necessary hardware and system software for the scheduling software application, including a local area network connection, internet connections, and computer infrastructure that meet the minimum system requirements.

9. Miscellaneous. See paragraph 22 Agreement.

EXHIBIT A-1

TO SOFTWARE LICENSE AND SERVICES AGREEMENT  
BETWEEN ROUTEMATCH SOFTWARE, INC.  
AND THE CITY OF SANTA FE

The Software and Documentation are licensed to Licensee and the Services are provided to Licensee under the additional Terms and Conditions set forth in this Exhibit A-1, the terms of which are incorporated into and made a part of the Agreement.

1. THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). ROUTEMATCH DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE OR DOCUMENTATION TO LICENSEE. LICENSEE'S LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF ROUTEMATCH HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.

2. Updates and Upgrades

- (a) For purposes of this Agreement, the term "Updates" refers to fixes and minor changes to the Software, which are indicated by internal, incremental numeric changes smaller than "1" unit (i.e. release 1.1 to 1.2). If and so long as Licensee has paid in full an annual technical support fee for the then current Support Term of this Agreement, and Licensee is not otherwise in breach of or default under the terms of this Agreement, RouteMatch shall, at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated by RouteMatch.
- (b) For purposes of this Agreement, the term "Upgrades" means and refers to major changes or to a new release of the Software, including without limitation any new major release of the Software. Upgrades to the Software are normally indicated by incremental numeric changes as "1" whole units (i.e. release 1.0 to 2.0). If and so long as Licensee has paid in full an annual technical support fee for the then current Support Term of this Agreement, and Licensee is not otherwise in breach of or default under the terms of this Agreement, RouteMatch shall, at no additional charge or fee to Licensee, provide Licensee with all Upgrades issued and disseminated by RouteMatch.

3. Scope of License Rights; Restrictions.

- (a) The license granted to Licensee under this Agreement entitles Licensee to use, and Licensee agrees to use, the Software and Documentation solely as set forth in this Section 3(a) (i) through 3 (a) (iv):
  - (i) Store, install and access the Software, in machine readable form, through an internal network using those computers and software specified in Exhibit B-2, or access the Software via the Internet on one server only, but in either case only for use by that number of users specified in this Agreement and only for the purpose of serving the internal needs of the business of Licensee;

Exhibit "A-1"

Initials: RM\_\_\_ Licensee\_\_\_

Page 1 of 6

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- (ii) In support of Licensee's authorized use of the Software, store the Software's machine-readable instructions or data in, transmit it through, and display it on machines associated with the computer(s) specified in the Agreement;
  - (iii) make one copy of the Software in machine-readable, object code form, for nonproductive backup purposes only, provided that RouteMatch's proprietary legend is included; and,
  - (iv) use the Documentation solely to assist Licensee in its authorized use of the Software.
- (b) The license granted to Licensee under this Agreement does not grant to Licensee the right to, and Licensee acknowledges and agrees that it does not have the right to and that it will not:
- (i) copy (except as expressly permitted in Section 3(a)(iii) above), change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software; or separate the components of the Software;
  - (ii) copy or provide any third party with access to or use of any of the Documentation without the prior written consent of RouteMatch;
  - (iii) transfer any of Licensee's rights or obligations under this Agreement without the express, advance, written consent of an officer of RouteMatch, and then only if: (i) Licensee keeps no copies of the Software or Documentation; (ii) Licensee transfers Licensee's entire rights and obligations under this Agreement in or to the Software and Documentation; and, (iii) the transferee agrees in writing to the terms and conditions of this Agreement, after which time Licensee will no longer have the right to use the Software. Any attempted transfer or assignment of any of Licensee's rights or obligations under this Agreement shall be null and void unless it is in full compliance with this Section 3(b)(iii);
  - (iv) remove any proprietary or copyright legend from any material contained in or on the Software or the Documentation;
  - (v) publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or,
  - (vi) use any trademarks or service marks of RouteMatch.
4. **Limited Warranty and Limitation of Warranties.**

- (a) Subject to the conditions and limitations set forth herein, RouteMatch warrants for a period of one (1) year immediately following the installation of the Software (the "Warranty Period") that the Software will substantially conform in all material respects to the specifications set forth in the Agreement, which is attached hereto and incorporated herein, for the version or release level of the Software as set forth in Section 2 of the Exhibit A of the Agreement, or if no such version or release level is specified therein, then on the most recent version or release level of the Software that has been issued and is being licensed by RouteMatch as of the Effective Date. Subject to the provisions and limitations set forth herein, RouteMatch will

Exhibit "A-1"

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Page 2 of 6

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correct any such nonconforming Software if Licensee has notified RouteMatch of such nonconformity in writing within the Warranty Period. RouteMatch shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if Licensee has not reported to RouteMatch the existence and nature of such nonconformity within the Warranty Period, and such nonconformity cannot be verified.

- (b) The limited warranty set forth in Section 4(a) above does not apply to any Software that has been repaired or modified by persons other than RouteMatch or its authorized agents, or that has been installed by Licensee or any of its independent contractors other than RouteMatch. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and with RouteMatch's User Manual and any other written instructions provided by RouteMatch to Licensee, and in an operating environment in compliance with the specifications and requirements as set forth in this Agreement. RouteMatch makes no warranty that the Software will meet Licensee's requirements or operate in combinations with other software or hardware selected by Licensee, that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.
- (c) As Licensee's exclusive remedy for any material nonconformity in the Software for which RouteMatch is responsible as provided in this Section 4 and for which RouteMatch is notified in writing within the Warranty Period as set forth above, RouteMatch shall attempt through reasonable effort to correct or cure any such reproducible, material nonconformity by issuing a software patch, a work-around or bypass. In the event that RouteMatch does not correct or cure any such nonconformity after it has made a reasonable effort to do so, or if RouteMatch determines that it is not economically feasible or reasonable to make such correction, Licensee's exclusive remedy shall be (i) a reduction in the license fee paid by Licensee for the nonconforming Software in an amount mutually agreed upon in writing signed by the Parties; or (ii) if no such amount is agreed to in writing signed by the Parties within thirty (30) days after RouteMatch has notified Licensee in writing that RouteMatch has not corrected or cured a material nonconformity after having made a reasonable effort to do so, then Licensee shall have ten (10) days from the end of the such thirty (30) day period within which to elect, and to notify RouteMatch in writing of its election, to either promptly return all copies of the Software and Documentation and obtain a refund of the license fee(s) paid for such nonconformity, or accept the Software with such nonconformity and with no reduction in the License Fee(s). Licensee's failure to timely make such an election shall be deemed to be an election of the latter option.
- (d) EXCEPT AS PROVIDED IN SECTION 4(a) THROUGH (c) OF THIS EXHIBIT A, THE SOFTWARE IS LICENSED ON AN "AS IS" BASIS, AND ROUTEMATCH DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FOR GREATER CERTAINTY, ROUTEMATCH MAKES NO WARRANTY THAT THE SOFTWARE WILL OPERATE WITH ALL APPLICATIONS, UTILITIES OR OTHER MEMORY RESIDENT PROGRAMS.
- (e) RouteMatch shall not be responsible for any of the Software for any reason. Furthermore,

Exhibit "A-1"

Initials: RM \_\_\_ Licensee \_\_\_

Page 3 of 6

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RouteMatch assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

5. **Proprietary Protection and Restrictions.**

- (a) Licensee acknowledges and agrees that the Software and Documentation is the sole property of RouteMatch and contains copyrighted, confidential and trade secret information, and that as between RouteMatch and Licensee, RouteMatch shall have the sole and exclusive ownership of all right, title and interest in and to the Software and Documentation, (including ownership of all trade secrets, confidential information and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by RouteMatch. Licensee must and will keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. Licensee will keep the Software and Documentation in confidence, and will take all reasonable measures necessary to protect and maintain the confidential and proprietary character of the Software and Documentation..
- (b) Licensee hereby authorizes RouteMatch to enter Licensee's premises in order to inspect the Software in any reasonable manner during regular business hours to verify Licensee's compliance with the terms of this Agreement. Licensee will cooperate fully with RouteMatch and promptly provide RouteMatch and its agents with full access to its facilities, and will engage in no acts or omissions to hinder or delay RouteMatch's access to Licensee's premises and computers or the inspection thereof.
- (c) Licensee acknowledges that, in the event of Licensee's breach of any of the provisions of this Agreement, RouteMatch will not have an adequate remedy in money or damages. RouteMatch shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. RouteMatch's right to obtain injunctive relief shall not limit its right to seek further remedies.
- (d) If a third party claims that the Software or Documentation infringes any patent, copyright, trade secret, or any similar intellectual property right, RouteMatch will defend Licensee against such claim at RouteMatch's expense and will pay all damages that a court finally awards, provided that Licensee promptly notifies RouteMatch in writing of the claim, cooperates fully with RouteMatch in the defense of any such claims, and allows RouteMatch to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, RouteMatch will, at its option and expense, either: (i) procure for Licensee the right to continue using the Software and/or Documentation; (ii) replace or modify the Software or Documentation so that it becomes non-infringing; or, (iii) if it is not possible or in RouteMatch's sole discretion is not economically feasible for RouteMatch to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to Licensee the unused portion of the applicable license fee amortized over a five (5) year period from the Effective Date and any annual technical support fees paid by Licensee for the remainder of the then current Term for such technical support services. However, RouteMatch shall have no obligation for any claim based on Licensee's modification of the Software or Documentation or its combination, operation or use with any product, data or apparatus not specified or provided by RouteMatch. THIS PARAGRAPH STATES ROUTEMATCH'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

Exhibit "A-1"

Initials: RM\_\_ Licensee\_\_

Page 4 of 6

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6. **Fees and Reimbursement of Expenses.** Licensee shall pay to RouteMatch those fees and reimburse RouteMatch for those expenses as and when set forth in the Agreement. In the event that there is no due date set forth in the Agreement, all invoices will be due and owing within ten (10) days of the date of the invoice. In the event that Licensee fails to pay any amounts owed to RouteMatch hereunder on or before the due date therefore, all unpaid amounts will accrue interest at the rate of 1.5% per month thereafter until paid, and Licensee shall reimburse RouteMatch for all costs and reasonable attorneys fees incurred by RouteMatch by reason thereof.
- (a) All fees and charges are exclusive of all taxes. Except and to the extent that Licensee has tax exempt status and is not subject to the payment of taxes, Licensee is solely responsible for payment of any and all taxes, including sales or use taxes, intangible taxes, and property taxes resulting from Licensee's purchase or acceptance of the license granted herein, Licensee's possession and use of the Software, or from any of the services that RouteMatch may provide to Licensee under and pursuant to this Agreement, exclusive of taxes based on RouteMatch's income. If Licensee is exempt from the obligation to pay taxes Licensee shall provide RouteMatch with evidence of such tax exempt status as reasonably required by RouteMatch.
7. **Termination.** See paragraph 7 of the Agreement.
8. **Limitation of Liability.**
- (a) EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 5(d) AND PARAGRAPH 13 OF THE AGREEMENT ABOVE, THE CUMULATIVE LIABILITY OF ROUTEMATCH TO LICENSEE FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO ROUTEMATCH HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. ROUTEMATCH SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.
- (b) IN NO EVENT SHALL ROUTEMATCH BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE, EVEN IF ROUTEMATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
9. **Costs of Litigation.** If any action is brought by either Party to this Agreement against the other Party regarding the subject matter hereof, the prevailing Party may, pursuant to a court order recover, in addition to any other relief granted, reasonable attorneys fees and expenses of litigation, subject to sufficient appropriations made by the City's governing body.
10. **Export and Government Use Restrictions.** Licensee agrees that it will not export or re-export the Software, any part thereof, (the foregoing are referred to as the "Restricted Components"), to

Exhibit "A-1"

Initials: RM\_\_\_ Licensee\_\_\_

Page 5 of 6

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any country, person or entity subject to United States export restrictions. Furthermore, Licensee agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

11. **Incorporation of Other Software.** The Software may incorporate material or components which are owned by third parties and which are used by agreement between RouteMatch and such third parties. Licensee acknowledges and agrees that any third party owner of such materials or components is a direct and intended third party beneficiary of this Agreement who may enforce this Agreement directly against Licensee.
12. **Assignment.** See paragraph 10 Agreement.
13. **Severability.** See paragraph 21 Agreement.
14. **No Third Party Rights.** See paragraph 15 Agreement.

Exhibit "A-1"

Initials: RM\_\_ Licensee\_\_

Page 6 of 6

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## EXHIBIT B - 1

To Software License and Services Agreement Between  
RouteMatch Software, Inc. and City of Santa Fe

# RouteMatch CA 3.0.1 Product Description

## Product Overview

### *RouteMatch CA 3.0.1*

RouteMatch CA™ is designed to work with CAD/AVL systems and devices located on client vehicles. Route and run schedules are created in RouteMatch CA and sent to the on-board devices. These devices send information back to RouteMatch CA where it is organized and verified for reporting and tracking activities.

### *Accessing RouteMatch CA*

RouteMatch CA requires all users to have a unique username and password. If you do not have a username, or don't know your password, please contact your agency's system administrator.

To access the application, double-click the RouteMatch CA icon installed on your computer Desktop. The RouteMatch CA logon screen appears.

### *Navigating RouteMatch CA*

RouteMatch CA Workspace provides a workspace for user interface.

#### **Menu Bar**

System-wide settings and information.

## **Application Icons**

Navigate to specific areas of the application.

## **Help Menu**

The Help menu contains the RouteMatch CA Online Help system and important licensing and version information.

## **Licensing**

Set up or change licensing information for your agency. This feature is normally only used during installation by the Implementation Consultant.

## **About**

This dialog displays version and license information that is important when contacting RouteMatch Technical Support.

## Scheduling

The CA Scheduling module is used to set up the Routes, Route Patterns, Trips, Stop Order, and Stop Properties. Runs are also set up in the Scheduling Menu after the Routes are complete.

### *Routes*

The Routes dialog allows you to view and manage all of the Routes your service offers. These Routes are your publically published schedules that comprise your transit service.

A Route is made up of a series of Route Patterns.

### **Use the Routes Dialog**

Access the Routes Dialog by selecting the Routes tab from the Scheduling module.

RouteMatch CA allows you to:

- Create a Route
- Edit a Route
- Expire a Route

### *Route Patterns*

A Route Pattern is a direction, or other variation, of a route. Each route contains one or more route patterns based on direction, days of the week, or stop properties.

RouteMatch CA allows you to:

- Create a Route Pattern
- Edit a Route Pattern
- Expire a Route Pattern
- Copy a Route Pattern

## *Trips*

A Trip is one instance of a vehicle going from one end to the other of a Route Pattern. A Trip has a distinct set of Stops in a Stop Order with Stop Properties. A Route Pattern may have multiple Trips as more than one vehicle may be in use for that pattern.

RouteMatch CA allows you to:

- Create a Trip
- Create Multiple Trips
- Edit a Trip
- Expire a Trip
- Copy a Trip

## *Stops*

All Stops are added to the database as Locations. Stops cannot be edited, but the Stop Order can be changed and Stops can be expired. Any modifications to Stops will affect all Stops on the associated Route Pattern.

RouteMatch CA allows you to:

- Create a Stop Order
- Edit a Stop Order
- Expire a Stop in Stop Order

## *Stop Properties*

The Stop Properties allow you to view and edit the specific Stop times in a Stop Order and the type of Stop being made. The system recognizes four (4) types of Stops (locations); Check points, stop points, time points, and layovers.

RouteMatch CA allows you to:

- Edit Stop Properties

## *Runs*

In RouteMatch CA, a Run is the path that a vehicle and driver services as they complete the publically published Routes. Runs are different than Routes as a Run may contain multiple Routes, or individual Trips from many different Routes. RouteMatch CA helps you build your Runs so your Routes are performed at the highest efficiency possible.

The Runs tab is used to view and manage the Runs in your system.

RouteMatch CA allows you to:

- Create a Run
- Add Trips to a Run
- Remove Trips from a Run
- Edit a Run

## *Posting*

Posting is the process that allows Route and Run information to be active and available for a day or range of days. This information must be posted in order to be available to receive actual data.

RouteMatch CA allows you to:

- Post for a day or range of days

## *Dispatching*

The CA Dispatching module is used for all monitoring of the AVL or GPS devices. If you are not using devices (vehicle-mounted or handheld), this module is not applicable.

## *Dispatch Monitor*

The Dispatch Monitor is a tool that was created for service dispatchers to view vehicle data as it comes in from the on-board device. This data includes the vehicle location and how close to the schedule the driver is running the Routes. The rate the data is updated is configurable, but the default is to have the view refresh every 30 seconds.

In addition to the tabular form of the Dispatch Monitor, the dispatcher can also view the location of the vehicle in the Map View window.

The Dispatch Monitor displays status data in two ways: The Status Per Individual Stop, which shows a breakdown of type of status as a percentage of the entire Run, and a Per-Stop Status that shows the status of each Stop as it happens. In both cases, the monitor uses a color code to make it easy to see how the Route is being run.

The system marks something late, early, or on time based on the schedule adherence thresholds set in System Parameters found on the Admin menu.

Using the Dispatch Monitor:

- Display Runs in the list on the left-hand column.
- View the Actual data in the right-hand column labeled Actuals. Each Stop appears in that list for the Run, shown with the appropriate color code.
- Change the rate (in seconds) in which the monitor is updated with new GPS/AVL data.

- Show or hide the Auto Display Map.

## *ETA*

ETA is a feature of the Dispatching module that displays the estimated time of arrival for all stops, taking into account stop times, breaks, and garage times. This data is viewed on the dispatching grid, making it easy for dispatchers to incorporate this functionality into their routine.

This feature is used to see how close to "on time" vehicles are running through their schedules in the course of the day, allowing dispatchers to make adjustments to the schedules accordingly. When changes are made, ETA makes new calculations immediately, showing the dispatcher how the changes affect other stops later in the day.

When used in conjunction with vehicles equipped with mobile-data devices, the incoming real-time data feed causes ETA values to adjust automatically as the trips are processed by the drivers and/or when periodic GPS information is received. Without mobile-data devices, ETA works only when manual trip edits are made by Dispatchers.

## **ETA Columns**

### **ETA (actual)**

This column is constantly recalculated as data is entered or received from MDCs. It reflects the "estimated time of arrival" based on the current data and adjusts for both late and early entries.

This column uses the following calculation:

ETA (actual) = ETA of previous stop + RSE calculated travel time + applicable load and/or unload time.

If the prior stop was a break and that break did not have a location specified, then the travel time is calculated based on the most recent stop that has a location specified.

ETA (actual) is immediately calculated when either of the following occurs:

- Dispatch makes an edit to any of the following grid columns and saves: Stop Time, Completed, Cancelled, No Show, Vehicle, Appointment Time, Address, Attendant Count, Guest Count, Timing Preference, and Requested Time.
- An MDC updates to the same columns as in #1, which occurs when a Driver uses the MDC to arrive, depart, no show, etc.

Periodic GPS updates are an added bonus (for granularity) and initiate a recalculation if the GPS update is received after the ETA Age to Refresh on GPS Updates setting. This setting is configured by your administrator in the Settings module and compares the amount of time since the last ETA recalculation with the amount of time chosen for the setting. If the update is received too soon since the last update, no calculation is made, though the GPS information is still saved.

GPS updates may be sent in too quickly, or for too many vehicles for the application to process them all as they come in, so those that are later than the ETA Age to Refresh on GPS Updates setting are queued for calculation. As the data sits in the queue it will be replaced by newer data from the same vehicle so that when the calculation does occur, only the most recent GPS information will be used in the calculation.

## **ETA**

The ETA column reflects when the vehicle is expected at the stop location. If the vehicle is running early (ETA (actual) < Stop Time), the ETA column will be set to the Stop Time, since extra time is still available in the schedule for Dispatch to use for ADA pickups without impacting the performance of the currently scheduled Stop. If the vehicle is running late (ETA (actual) > Stop Time), the ETA column will be set to ETA (actual).

In the case where the driver is running late and you have chosen not to change the Stop Time, the pressure stays on the driver. However, when the rider calls in, you would likely tell them that the driver is running late as communicated by the ETA value (which will be the same as the ETA (actual) value).

## **ETA (slack)**

ETA (actual) is the time RSE says that you will arrive at the stop; Stop Time is the time the driver is trying to get there. ETA (slack) is the difference between the two, and indicates if the driver is ahead (positive number) or behind (negative number). Use this column to determine if you can add trips at a particular point in your schedule, without impacting future stops. Note that if the driver is still within the window, the driver is not early or late, only ahead or behind.

## **ETA (early/late)**

This column compares ETA (actual) to a stop time. This is a measure of how the customer perceives the situation. The result is a color-coded number of minutes the trip is currently outside of the schedule adherence window. These settings are configured in the Settings Module (Schedule Adherence Early Threshold and Schedule Adherence Late Threshold). Note that the number will not normally match the value in the ETA (slack) column as the ETA (early/late) value is the time to or from either the early or late window, not the Stop Time.

ETA (actual) shows Dispatch how the driver is performing, while ETA (early/late) shows them the customer's perspective.

On the dispatching grid, this column is color coded to make it easier to view on-time performance at-a-glance.

## ***Use the Dispatch Map***

When a Run is selected in the Dispatch Monitor, the Route the vehicle makes is shown on the Dispatch Map.

## **See How Fast a Vehicle is Moving**

System provides ability to view vehicle speed in the vehicle tracking list on the AVL Map Display Map.

## **Vehicles**

The Vehicles window allows you to search, edit, add, and delete vehicles. The vehicle information is associated across two tabs.

### ***Vehicles Module Toolbar***

#### **Add a Vehicle**

New vehicles can be added at any time by entering the necessary information on the associated tabs.

#### **Add Vehicle Information on the General Tab**

Vehicle identification information can be entered on the General tab.

#### **Add Vehicle Scheduling Information on the Scheduling Tab**

Vehicle capacity and default garage stop information is entered on the Scheduling tab. The vehicle profile can be created as well if driver scheduling is being used.

#### **Vehicle Profiles**

Assign a vehicle profile to any vehicle in your vehicle list. The vehicle profile lists and rates the desired driver characteristics to the vehicle. When driver scheduling is employed, the profile is used to match (score) the vehicle to a driver. For example, if you can only allow drivers with a CDL to drive a certain vehicle then the driver would be matched with that type of vehicle. Once a vehicle profile is created it can be applied to other vehicles.

#### **Add Vehicle Profiles**

New vehicle profiles can be added at any time by entering the necessary information to any vehicle in your vehicle list.

#### **Edit Vehicle Profiles**

After a vehicle profile has been created you can edit that profile, if necessary.

#### **Delete Vehicle Profiles**

A vehicle profile can be deleted from a vehicle if no other vehicles are using the profile.

#### **Add Vehicle Information on the Custom Fields Tab**

Enter data into the custom fields, which are created in Vehicle Options on the Settings Window.

#### **Edit a Vehicle**

## **Emergency Contact Tab**

Information regarding whom to call in case of a driver emergency can be entered in the Emergency Contact tab.

## **Properties Tab**

The value of each driver characteristic can be entered on this tab. You can also create a list of preferred vehicles for the driver and select the importance of each vehicle.

## **Add Driver Characteristics**

Add driver characteristics to each driver record to allow for weighted assignments in the driver scheduling process

## **Add a Driver Preferred Vehicle**

Preferred vehicles can be assigned to drivers based on driver preference. Drivers will be assigned to preferred vehicles during driver scheduling process

## **Employment History Tab**

The Employment History tab is only available to users with the Managed Transportation System (MTS) license setting. It allows you to track a driver's history with various providers. Users without the MTS license will not see this tab.

## **Custom Fields Tab**

Additional information can be entered into the user-defined driver fields in the Custom Fields tab.

## **Edit Driver Information**

After a driver record has been created, you may edit or modify the driver information. Edit a driver record by completing the following steps.

## **Delete a Driver Record**

You can delete a driver from the system at any time if there are no dependencies attached to the driver record.

## **Print Driver Information**

Print report of driver related attributes and records

## **Utilities**

The Utilities Menu is used to generate the Actuals, draw Maps of the Fixed Routes, access the Vehicle

### **Add an address as a Route Stop**

### **Edit or expire a Route Stop**

### **Configure a Stop with a Depot Monitor**

Use the Route Stop Depot Monitor tab to set up the Depot Monitor for the Route Stop.

## ***Peripheral Control***

The Peripheral Control feature allows you to create points on your Routes that act as arrival and departure 'Trip-wires,' which are GPS-based areas your vehicles pass through when approaching and/or departing a Stop. When a vehicle is equipped with an MDC device, you can configure your targets to send a command to the on-board device.

### **Create Stop Target**

User interface to allow users to create and manage stop targets and geofences

### **Edit a Target**

If you need to change the settings on your targets, you can edit them directly in the Peripheral Control dialog.

### **Delete a Target**

## ***Maps***

Through the Peripheral Control dialog users can view, edit, and create Land Routes that appear as colored lines on top of the service area maps.

### **Create a Land Route**

### **Edit a Land Route**

### **Assign a Land Route**

## **Verification**

The Verification module is used to view and manage actuals entered delivered via mobile devices or manually entered from the data written on the Drivers Manifest.

## *Actuals*

The Actuals section is where changes to a driver, a vehicle, or times are made to individual days. Actuals are only for individual days. If the change is long term, the change should be made in the templates for the Routes, Route Patterns, Trips, and Runs.

### **Change Run Actuals**

### **Change Actuals for a Stop**

If you need to change information for specific Stops on a Run, use the Actual Stop Properties dialog.

### **Use AutoFill Stop Odometer Values**

On the Actual Stop Properties screen, you can have RouteMatch CA automatically populate each Stop's odometer readings by entering the start and stop odometer values for one or more vehicles.

### **Same Day Runs**

Same day Runs can be created for short-term Runs that last a specific amount of time, ending at the current Active Date. This can be used for special event transportation or holiday routes.

## **Analysis**

The Analysis module provides access to visual reports and analysis information. This information is useful for analyzing trends and patterns that can help you optimize your service and troubleshoot issues with runs, routes, and schedules.

### ***Run Variance Report***

This report is used to minimize deadhead time by assisting in trend and pattern analysis. The report shows how many minutes the actual data varies from the scheduled data at two points in the run: pull-out to the first pickup and the last pickup to pull-in.

### ***Passenger Counts Report***

This report shows a breakdown of how many passengers rode on a vehicle for a given date range. Each stop that have passenger count actuals reported show the number of passengers on and passengers off at that stop. Use this report for pattern and trend analysis.

### ***Headways Report***

This report is to assist in routing and vehicle staging. This report will also identify gapping and stacking in schedules.

## **Reporting**

### ***Standard Reports***

The Standard Reports screen provides printable reports for viewing data and information extracted from the application. There are currently ten (10) standard reports in RouteMatch CA, each with its own view of the data and with its own parameters that must be set.

#### **Access a Standard Report**

#### **Use the Standard Report Viewer**

#### **Driver Manifest**

This report is the driver's daily schedule, listing each route pattern and trip the driver will run during the current day. The report also has data entry boxes for the driver to fill out and turn in based on your service's requirements.

#### **Driver Paddles Report**

The Driver Paddles Report shows the driver and vehicle assignment with run and trip information. The report has entry fields the driver can use to complete the report and return to the dispatcher.

#### **Pull Out / Pull In Times Report**

The Pull Out/Pull In Times Report shows the pull out times based on date, time, and stop location. This information can be used to stage vehicles at stop locations.

#### **Vehicle Utilization Report**

The Vehicle Utilization Report shows the vehicle ID (vehicle number) based on Run and pull out times.

#### **On Time Performance Report**

This report shows a breakdown of how often vehicles are on time, late, or early to a stop. The report is organized by stop. For each stop, you can view a sub-report that shows a detailed list of each time a vehicle made the stop, organized by run.

#### **Schedule Adherence Report**

This report shows the percentage of on time stops based on route pattern, trip, and stop location.

#### **NTD Report**

The NTD Report contains the National Transit Database Service Form (S-10) information for your

service.

### **Service Report**

This report displays fare, passenger, and travel distance data about specific runs, organized by date and calculated to display total amounts for the time period reported on.

### **Passenger Report**

This report shows a log of when passengers got on and got off of a vehicle. The report can be generated to show passengers by vehicle, stop, route pattern, run, trip, and route.

### **Fare Tracking Report**

## **Monitoring**

The Depot Signs displays at a Depot or Transfer Station for the passengers to view times and locations relevant to the routes and service. The Depot Sign displays all routes that have that have the location as a stop and fall within the minutes set in the Depot Sign configuration on the Route Stops tab of the Utilities module.

Depot Signs are populated by files sent from the RouteMatch CA database through the RMXS application that has been configured for your agency. These files are received by the computer running the monitor and displayed in this module.

### ***Configure a Depot Sign***

To view the Depot Monitor, Select the Monitoring Module icon.

### ***Message Monitor***

The Message Monitor displays at a depot or transfer stations for the passengers to view locations and messages relevant to the routes and service. Dispatchers can send information to the Message Monitor regarding routes, vehicles, weather and passengers. Depending on the Template selected during configuration, message may appear at the bottom of the manifest or on its own screen.

## **Settings**

The Settings Module is used to configure the parts of your system that you will need during everyday operation. Only users with Administrator rights can view this section of the application.

### ***The Users/Groups Screen***

The Users/Groups screen allows you to create users to access RouteMatch and groups to control the privileges of the users. Groups are created and permissions are set for that group. Users are assigned passwords and then allotted to one or more groups. Every user must be assigned to a

group and once assigned, has all of the permissions selected for that group. Additionally, any user or group can be marked as active or deleted from this screen.

### **Create a Group and Assign Permissions**

#### **Edit a Group**

A group can be edited after it has been created. Both the name and the permissions can be modified. You can edit a group by completing the following steps.

### **Define Custom Fields for User Records**

Custom data fields are available in various locations throughout the application including the Customers and Drivers module. The user-defined data fields for the User records are created by clicking the Define Custom button on the Users/Groups screen.

#### **Create a User**

You can create a user by completing the steps below. Users must be assigned to at least one group. The users have the same permissions as the group(s) to which they are assigned.

#### **Edit a User**

#### **Driver Options**

#### **Vehicle Options**

#### **Address Options**

#### **Fare Types**

This allows you to configure different fare types for your service. How this is used is determined by your own operating procedures.

#### **Add a New Fare Type**

#### **Delete or Undelete a Fare Type**

#### **Edit a Fare Type**

Before you edit a fare, remember that you may need to change the System Parameters for the FR Report to display the new types in the Fare Tracking Report.

#### **Fixed Route Options**

#### **GPS Options**

## **Report Options**

### **CA Actuals Options**

## **AVL Playback**

The AVL Playback module allows you to view historical data that was captured during a vehicle's run using an onboard device. Details such as the path the vehicle traveled and the stops the vehicle made along the way are displayed on the map.

### ***AVL Playback Toolbar***

### ***AVL Window***

#### **Vehicle List**

The Vehicle List shows all of the vehicles that have assigned trips for the date selected from the date selector on the menu bar. There is also an option to Show All Vehicles instead of only showing vehicles that have trip assignments.

#### **Map**

The map displays the actual route the Vehicle traveled for the selected date.

As the playback handle is moved, the vehicle's location is displayed on the map with a balloon showing the vehicle's name, the datetime stamp of the recorded XY location, and the vehicle's heading and speed, as shown below.

#### **Vehicle Grid**

The Vehicle Grid displays the selected vehicle, listing one row for each of the actual stops. All of the actual stops that have occurred display in black font. The stops that have not occurred yet are grayed out on the grid. When you click on a row in the grid, the actual stop on the map is highlighted.

#### **Playback Handle**

The Playback Handle is used to move the Vehicle icon on the Map indicating where the vehicle was at a particular time of the day.

Exhibit B-2

To Software License and Services Agreement Between  
RouteMatch Software, Inc. and City of Santa Fe

System Requirements

The Software requires, and Licensee is solely responsible for providing, and will provide, the following minimum components, facilities and computer configuration standards for use with the Software:

(a) **MINIMUM SYSTEM REQUIREMENTS – CLIENT WORKSTATION**

Workstation Requirements	
Item	Requirement
<b>Operating System</b>	Windows XP Professional, Service Pack 3 or Windows 7 in Windows XP Mode. See note below for more information.
<b>Processor</b>	Intel or AMD 2.8GHz single-core, 2.70GHz dual-core, or 2.66GHz quad-core (or higher)
<b>Memory</b>	Minimum 2.0GB – For agencies performing more than approximately 800 trips/day, dispatch workstations need to be outfitted with 4 GB of RAM due to the larger amount of memory required to manage an entire days worth of trip data in one data set.  This is a minimum for workstations dedicated to RouteMatch use. If other applications run on the computer, performance will slow unless the memory is increased.
<b>Hard Drive(s)</b>	80GB SATA - 7200rpm (or larger)
<b>Video Card</b>	Industry standard video card capable of 16-bit color at 1024x768 resolution
<b>Network Card</b>	At least 100 Mb/sec network card
<b>Industry Standard Monitor</b>	Minimum resolution required is 1024x768; monitor size should be large enough to ensure that users are comfortable with text size at minimum resolution.
<b>UPS Battery Backup and Surge Protection</b>	Both of these are highly recommended.



Note

**32-bit vs. 64-bit OS:** The majority of RouteMatch software is 32-bit applications and services. These applications run on 64-bit OS as of version 5.X with Windows on Windows (WoW.)

### Windows 7 in Windows XP Mode

Windows XP Mode runs in Windows 7 using Virtual PC 2007. Some users may experience reduced performance with this configuration and must increase the processor usage allocated to the operating system running through Virtual PC 2007. By default, Virtual PC 2007 does not allow this, so a configuration change must be made to the file **options.xml**. This file is located at C:\users\



Note

Add the following to this file:

```
<virtual machines>  
  
<enable_idle_thread type="Boolean">true</enable_idle_thread>  
  
</virtual_machines><br/>
```

Operation in this mode requires 4 GB RAM minimum.

Users must also change the Networking settings of Windows XP Mode from Shared Networking (NAT) to Bridged mode by selecting the name of the network adapter for that computer in the Adapter drop-down.



Note

**Monitor Resolution:** Systems used to display the RouteMatch client application, either locally or remotely via RDP/Citrix, must be capable of rendering a minimum 16-bit color display to prevent runtime errors when application uses high-color components. The application is designed to display at 1024x768, so having a higher resolution will not allow you to view more of the application at once.

### (b) MINIMUM NETWORK REQUIREMENT

Network Configuration Requirements	
Item	Requirement
Network Speed	At least a 100Mb/sec network (using switches, no hubs.)
Network Protocol	TCP/IP Protocol only (no NetBEUI/NetBios, IPX, or AppleTalk)

**Exhibit B-3**

**To Software License and Services Agreement Between  
RouteMatch Software, Inc. and City of Santa Fe**

**Schedule of Fees for Additional Licenses and Services.**

In the event that RouteMatch provides additional licenses or services to Licensee at its request, Licensee agrees to pay RouteMatch for those licenses and services at the following rates or prices, subject to RouteMatch's right to increase, as provided below:

Paratransit Software Products	Rate	Unit
RouteMatch TS™ Additional Users	\$ 3,750.00	per User
RouteMatch TS™ Additional Vehicles	\$ 925.00	per Vehicle
RouteMatch PM™ Additional Users	\$ 2,340.00	per User
RouteMatch PM™ Additional Vehicles	\$ 605.00	per Vehicle
<b>Paratransit Software Modules</b>		
RouteMatch AVL/MDC™ Module	\$ 1,500.00	per Vehicle
Statewide AVL/MDC Galaxy Module	\$1.4 million	per State
RouteMatch AVL Module	\$ 850.00	per Vehicle
RouteMatch Fixed Route Display Module	\$ 1,500.00	per Route
RouteMatch Certification Module	\$ 2,500.00	per User
RouteMatch Coordination Module		

<i>Agency License</i>	\$7,500	per Agency
<i>Vehicle License</i>	\$2,500	per Vehicle
<i>Statewide License</i>	\$500,000	per State
<i>Message Board per User (optional)</i>	\$1,500	per User
RouteMatch Complaints, Incidents, and Accidents Module	\$ 2,500.00	per User
RouteMatch Self Service Customer Web Portal™ - Additional Users	\$ 3,750.00	per User
RouteMatch Self Service Customer Web Portal™ - Additional Vehicles	\$ 500.00	per Vehicle
RouteMatch Self Service Provider Web Portal™ - Additional Users	\$ 3,750.00	per User
RouteMatch Self Service Provider Web Portal™ - Additional Providers	\$ 925.00	per Vehicle
RouteMatch Data Interchange Utility	\$ 2,500.00	per Site
RouteMatch Electronic Medicaid Billing Utility- 837 / 835	\$ 12,500.00	per Site
RouteMatch Billing Engine	\$ 5,000.00	per Site
RouteMatch IVR Module	\$ 3,500.00	per User
<i>Statewide</i>	\$1,400,000K	per State
RouteMatch Flex Deviation Module ( <i>includes CA Scheduling and Verification Plugins to RMTS</i> )	\$2,500	Per User
RouteMatch Notification Module (pricing below based on system size)		
<i>2 Port System</i>	\$ 45,360.00	Port Size
<i>4 Port System</i>	\$ 75,600.00	Port Size

Exhibit B – 2: System Requirements

8 Port System	\$ 108,840.00	Port Size
12 Port System	\$ 135,840.00	Port Size
16 Port System	\$ 159,840.00	Port Size
Statewide	\$850K	Unlimited Port
Include SMS, Email, and Fax Notification	\$ 15,000.00	per Site
RouteMatch Flex Deviation Module (includes CA Scheduling and Verification Plugins to RMTS)	\$2,500	Per User
<b>Fixed Route Software Products</b>		
RouteMatch CA™ - Additional Users	\$ 6,500.00	per User
RouteMatch CA™ - Additional Vehicles	\$ 2,250.00	per Vehicle
<b>Fixed Route Software Modules</b>		
RMCA - Next Bus Information	\$ 2,500.00	per Sign
RMCA - MDC Module	\$ 3,000.00	per Vehicle
RMCA - APC Module	\$ 2,000.00	per Vehicle
RMCA - AVA Module	\$ 2,000.00	per Vehicle
<b>Third Party Hardware and Software</b>		
TeleAtlas GIS Data	\$ 995.00	per County
Microsoft SQL Server Database Software - Base Price	\$	per Base License

Exhibit B – 2: System Requirements

	1,150.50	
Microsoft SQL Server Database Software - Additional Client Access Licenses (CAL)	\$ 210.60	per CAL
Mobile Data Computers	Due to third party hardware cost fluctuations, please contact your Account Manager for detailed quote	
Automated Vehicle Location (AVL) Unit	Due to third party hardware cost fluctuations, please contact your Account Manager for detailed quote	
Fixed Route Peripherals (Automated Passenger Counters, Automated Voice Announcers, Next Bus Signs, Destination Signs, Passenger Information Signs, Workstations, Computer Servers, and related information technology components)	Due to third party hardware cost fluctuations, please contact your Account Manager for detailed quote	
<b>Professional Services</b>		
Principal-in-Charge	\$ 200.00	per Hour
Project Manager	\$ 150.00	per Hour
Senior Implementation Consultant	\$ 135.00	per Hour
Advanced RSE™ Scheduling & Routing Consultant	\$ 150.00	per Hour
Implementation Consultant	\$ 110.00	per Hour
Network Administrator / Information Technology Consultant	\$ 135.00	per Hour
Additional Custom Reports	Time and Materials (quote required)	
<b>Technical Support and Software Maintenance</b>	Rate	
Standard Technical Support and Maintenance	20% of Product and/or Module License Fees	
Premium Technical Support and Maintenance	30% of Product and/or Module License Fees	
Software Hosting Services	\$ 125.00	per User

Exhibit B – 2: System Requirements

Product Documentation - User Guide, Administrator Guide, and Training Guides	\$ 99.00	per User
<b>Annual User Conference and Extended Training</b>	<b>Rate</b>	
RouteMatch University™ - 5 Day Training Package	\$2,900	per Attendee (equipment, food, & lodging included)
Annual RouteMatch User Conference - General Participation	\$ 600.00	per Attendee

RouteMatch reserves the right to modify each of these rates periodically at its discretion.

**Expenses.**

The Fees, rates and prices set forth in this Section do not include any actual, out of pocket expenses of RouteMatch or its independent contractors or representatives incurred in connection with the performance of the services described above. Licensee shall pay and/or reimburse RouteMatch for all such expenses, in addition to the fees set forth above. Licensee shall pay all fees for additional services and reimburse RouteMatch for all such expenses within ten (10) days from the date of the invoice for such fees and expenses. Unless otherwise provided in an Addendum to this Agreement or a Statement of Work, RouteMatch may invoice Licensee weekly for such services and expenses, and upon completion of reports, as applicable.

**Estimates.**

RouteMatch shall provide written estimates to Licensee for additional work, if requested.



April 3, 2012

Ms. Yolanda Vigil  
City Clerk  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, New Mexico 87501

RE: Santa Fe – RouteMatch Agreement

Dear Ms. Vigil:

Enclosed please find a signed original of the above-referenced Agreement. All that remains to be done to finalize is your signature. Please sign and return a fully-executed copy to me at the address below. Thanks so much.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Elizabeth B. Simons", with a long, sweeping horizontal line extending to the right.

Elizabeth B. Simons  
Director of Contracts  
[Libby.simons@routematch.com](mailto:Libby.simons@routematch.com)  
404-253-7857

/ls  
Encl.

Atlantic Center Plaza  
1180 West Peachtree Street, Suite 1130  
Atlanta, Georgia 30309

404.876.5160 (P) | 404.898.1145 (F)  
[www.routematch.com](http://www.routematch.com)

**RESULTS**





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

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

- |                          |                                     |                             |                          |
|--------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT          | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT    | <input type="checkbox"/>            | LICENSE AGREEMENT           | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/>            | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT  | <input type="checkbox"/>            | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
| GRANT AGREEMENTS         | <input type="checkbox"/>            | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor RouteMatch Software, Inc.

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$251,000.00

Termination Date: 1st Anniversary of System Acceptance

Approved by Council Date: \_\_\_\_\_  
 or by City Manager Date: \_\_\_\_\_

Contract is for: \_\_\_\_\_

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_  
 or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

4 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: \$ \_\_\_\_\_



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

- 5 Procurement Method of Original Contract: (complete one of the lines)  
 RFP  RFQ  Sole Source  Other
- 6 Procurement History: Exempt procurement approval for upgrades to the existing RouteMatch paratransit equip  
 example: (First year of 4 year contract)
- 7 Funding Source: Grant NM-96-X003-00 & Capital Purchase BU/Line Item: 52402.571500 & 52411.570400
- 8 Any out-of-the ordinary or unusual issues or concerns:  
 \_\_\_\_\_  
 (Memo may be attached to explain detail.)
- 9 Staff Contact who completed this form: Karyn Romero Phone # 955-2010  
 Division Contract Administrator: \_\_\_\_\_  
 Division Director: Jon Bulthuis  
 Department Director: Isaac Pino
- 10 Certificate of Insurance attached. (if original Contract)
- 11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Sole Source
- 12 Prior year's contract amount?: \_\_\_\_\_
- 13 Describe service impact from an ongoing commitment to the contractor: Contractor agrees to obtain and maintain throughout the term all applicable professional and business licenses required by law.
- 14 Why staff cannot perform the work?: \_\_\_\_\_
- 15 If extending contract, why?: \_\_\_\_\_
- 16 Was a Santa Fe company awarded contract? If not, why?: Sole source
- 17 Is this for City Manager or Council approval?: Council Approval

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Leavitt Group of Atlanta 2397 Huntcrest Way, Suite 100 Lawrenceville GA 30043	<b>CONTACT NAME:</b> Marci Coleman <b>PHONE (A/C, No, Ext):</b> 770-734-1522 <b>FAX (A/C, No):</b> 770-368-9158 <b>E-MAIL ADDRESS:</b> marci@lqatlanta.com <b>PRODUCER CUSTOMER ID #:</b> ROUTE-1													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: TRAVELERS COMMERCIAL INS CO</td> <td>36137</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS COMMERCIAL INS CO	36137	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> RouteMatch Software, Inc. 1180 West Peachtree St. #1130 Atlanta GA 30309														

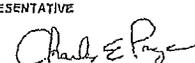
COVERAGES CERTIFICATE NUMBER: 493576704 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	T705806831	10/30/2011	10/30/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	BA7A856525	10/30/2011	10/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			T705806832	10/30/2011	10/30/2012	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7A660790UB	10/30/2011	10/30/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			T705806833	10/30/2011	10/30/2012	Limit \$1,000,000 Aggregate \$1,000,000 Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the General Liability as required by written contract. Blanket Waiver of Subrogation applies to the General Liability and Workers Compensation when required by written contract. Umbrella is follow form.

<b>CERTIFICATE HOLDER</b>  City of Santa Fe, NM 2931 Rufina Street Santa Fe NM 87507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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