

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 03/11/15
ITEM FROM FINANCE COMMITTEE MEETING OF 03/02/15**

ISSUE:

7. Request for Approval of Amendment No. 3 to Professional Services Agreement – Software Licenses and Technical Support; RouteMatch Software, Inc. (Ken Smithson)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Approved amendment no. 3 to professional services agreement for software licenses and technical support with RouteMatch Software, Inc. in the amount of \$40,098.08.

FUNDING SOURCE: 52402.530710

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	Acting Chair		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ	Excused		

3-17-14

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, FEBRUARY 23, 2015**

ITEM 8

REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT – SOFTWARE LICENSES AND TECHNICAL SUPPORT WITH ROUTEMATCH SOFTWARE, INC. IN THE AMOUNT OF \$40,098.08 (**KEN SMITHSON**)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 52402.530710

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	Not Present		
COUNCILOR DIMAS	Not Present		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: February 13, 2015

TO: Public Works Committee

THRU: Jon Bulthuis, Transit Division Director ~~✗~~

FROM: Ken Smithson, Director of Operations and Maintenance ~~✗~~

SUBJECT: Request for Approval of Amendment #3 to Professional Services Agreement – Software Licenses and Technical Support, RouteMatch Software, Inc.

ITEM

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

On May 14, 2014, the Governing Body approved Amendment No. 1 (Item #14-0382) to the original agreement, in the amount of \$86,437.53. On June 12, 2014, the City Manager approved Amendment No. 2 (Item #14-0636), in the amount of \$13,190.00.

Santa Fe Trails is now recommending Amendment #3 to the agreement with RouteMatch, in the amount of \$40,098.08, for annual technical support, hosting fees for the fixed route and paratransit software, and web portal and wireless services. This procurement is exempt from competitive bids or proposals, per the Purchasing Manual, Section 18.1.7(l).

ACTION REQUESTED

Recommend to the Finance Committee to approve Amendment #3 to the agreement with RouteMatch, in the amount of \$40,098.08. Sufficient funds for these annual fees are available in the FY 2014/15 Transit Fund, in BU/LI 52402,530710.

Attachments:

Amendment #3 to RouteMatch Agreement
Summary of Contracts, Agreements and Amendments

**CITY OF SANTA FE
AMENDMENT No. 3 TO
SOFTWARE LICENSE AND
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 3 (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 when signed the City or 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 Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement is amended to add Exhibits "L" and "M" 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 forty thousand ninety eight dollars and eight cents (\$40,098.08) 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 ninety thousand six hundred forty one dollars and sixty one cents (\$390,641.61) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered as described in Exhibits "L" and "M" attached hereto.

3. 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. 3 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:

MM 2/10/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52402.530710
Business Unit/Line Item



1201 West Peachtree Street
 Suite 3300
 Atlanta, GA 30309

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

Fax: (404) 898-1145

INVOICE

Invoice Number: 1012015
 Invoice Date: 1/1/2015
 Due Date 1/31/2015

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

CUST ID: 219
 Description: Annual Support & Hosting
 Invoice Consolidated

Quantity	Description	Rate	Amount
	Fixed Route & SGT Conversion		
	Annual Hosting Services Fixed Route 12/14-11/15		\$ 7,438.20
	Annual Hosting Services Paratransit 12/14-11/15		\$ 5,775.00
	Annual Support & Maintenance Fixed Route 12/14-11/15		\$ 7,283.10
	Annual Support & Maintenance Web Portal 12/14-11/15		\$ 2,795.10
	Santa Fe Trails		
	Annual Support & Maintenance Paratransit 12/14-11/15		\$ 13,252.23
	Annual Support & Maintenance Wireless 12/14-11/15		\$ 3,554.45
TOTAL DUE			\$ 40,098.08

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

**REQUIRED FEDERAL CLAUSES
(Procurements Exceeding \$25,000)**

Vendor agrees to comply with the following required clauses for this FTA-assisted procurement:

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Date: _____

Signature: _____

Company: _____

Title: _____

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Date: _____

Signature: _____

Company: _____

Title: _____

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Date: _____

Signature: _____

Company: _____

Title: _____

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by referenced in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Date: _____

Signature: _____

Company: _____

Title: _____

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national

origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Date: _____

Signature: _____

Company: _____

Title: _____

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

Date: _____

Signature: _____

Company: _____

Title: _____

ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Date: _____

Signature: _____

Company: _____

Title: _____

TERMINATION PROVISIONS

a. Termination for Convenience (General Provision) City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the

contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

Date: _____

Signature: _____

Company: _____

Title: _____

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company: _____

Title: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

Date: _____

Signature: _____

Company: _____

Title: _____

ADA ACCESS

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to

comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973; 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act (ADA) of 1990; 42 U.S.C. §§ 12101 et seq., which require that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

Date: _____

Signature: _____

Company: _____

Title: _____



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

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

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source Exempt Procurement Date: February 29, 2012

Other N/A

6 **Procurement History:** Amendment #3 to original four-year contract
 example: (First year of 4 year contract)

7 **Funding Source:** Transit Operating Fund **BU/Line Item:** 52402.530710

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

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

Certificate of Insurance attached. (if original Contract)

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

ITEM # 12-0157

CITY OF SANTA FE
SOFTWARE LICENSE AND
PROFESSIONAL SERVICES AGREEMENT

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

RECITALS:

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

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

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

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

1. SCOPE OF SERVICES

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

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

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

D. System Requirements – Exhibit B-2.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

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

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

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

11359

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

RouteMatch Hosting Services

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

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

RouteShout Display

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

RouteShout Web Portal

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

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

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

B. Customer Support. For RouteMatch GA™, 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

CONTRACTOR:
RouteMatch Software, Inc.

APPROVED AS TO FORM:

Geno Zamora
GENO ZAMORA, CITY ATTORNEY
2/10/12

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

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

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.

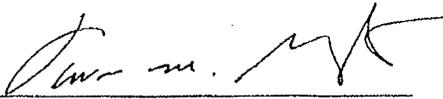
4. AGREEMENT IN FULL FORCE.

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

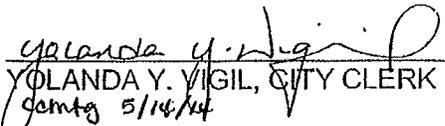


NAME & TITLE

Date: 6-13-14

Date: 6-19-2014

ATTEST:



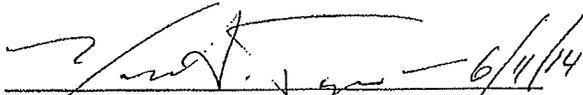
YOLANDA Y. VIGIL, CITY CLERK
contg 5/14/14

APPROVED AS TO FORM:



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

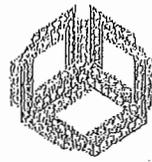
APPROVED:



MARCOS A. TAPIA, FINANCE DIRECTOR *6/11/14*

52421.520400
Business Unit/Line Item

Proposal



RouteMatch
Software™

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

Proposal Response To

City of Santa Fe

Submitted By

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

Submitted On

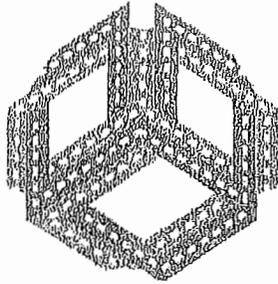
September 26, 2012

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

www.routematch.com

EXHIBIT

"C"



RouteMatch Software™

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Confidentiality Notice

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

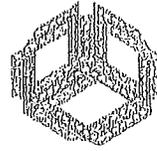
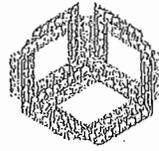


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ROUTEMATCH SOFTWARE CARES ABOUT THE ENVIRONMENT. ALL OF ROUTEMATCH SOFTWARE'S CODE IS DEVELOPED IN THE UNITED STATES.

PROPRIETARY / CONFIDENTIAL / 2015



1.0 INTRODUCTION

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

1.1 SCOPE OF SERVICES

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

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

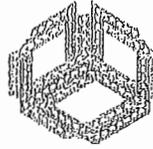
1.2 DETAILED COST PROPOSAL

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

1.3 STANDARD SCHEDULE OF CHARGES

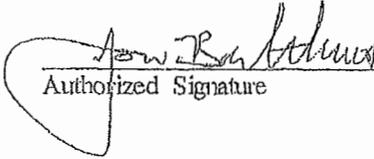
To offset RouteMatch project costs as they occur, the following milestone payments, based on a percentage of all license fees and professional service fees, will be required:

- 100% - As Delivered



2.0 ACCEPTANCE

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



Authorized Signature

09/26/12

Date

Jon Bulthuis

Printed Name

Please return immediately to the following contact:

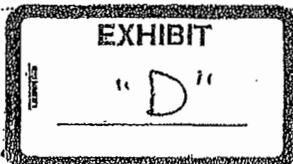
RouteMatch Software
Teague Kirkpatrick
teague.kirkpatrick@routematch.com
303-997-1507



3 Budget Proposal

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

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





4 Notes & Assumptions

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



RouteMatch
Software™

5 Acceptance

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

Jon Bulthuis
Authorized Signature

02/08/13
Date

Jon Bulthuis
Printed Name

City of Santa Fe
Organization Name

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

RouteMatch Software Proposal

Budget Proposal For:

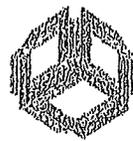
City of Santa Fe

Submitted By:

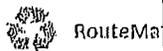
Teague Kirkpatrick
RouteMatch Software
1675 Broadway, Suite 1045
Denver, CO 80202
(303) 997-1505
www.routematch.com

Submitted On:

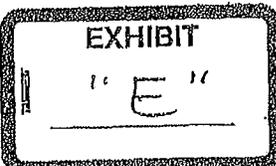
June 27, 2013



RouteMatch
Software™



RouteMa



paper and materials.



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1.0 Cost Proposal

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

1.1 Scope of Services

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

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

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

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

1.2 Acceptance

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

Annette Granillo
Authorized Signature

11-1-2013
Date

Annette Granillo
Printed Name

City of Santa Fe
Organization Name



RouteMatch
Software

1201 West Peachtree Street
Suite 3300
Atlanta, GA 30309

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

INVOICE

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

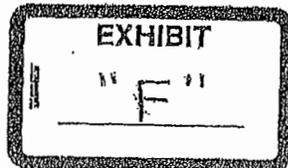
Bill To:

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

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

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

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





RouteMatch
Software

1201 West Peachtree Street
Suite 3300
Atlanta, GA 30309

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

INVOICE

Invoice Number 15488

Invoice Date 10/1/2013

Due Date 11/30/2013

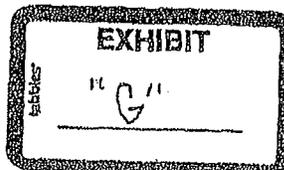
Bill To:

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

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

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

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





1201 West Peachtree Street
 Suite 3300
 Atlanta, GA 30309

Phone: (404) 876-5160 Fax: (404) 898-1145
 Taxpayer ID: 58-2616425

INVOICE

Invoice Number 15773

Invoice Date 11/1/2013

Due Date 12/31/2013

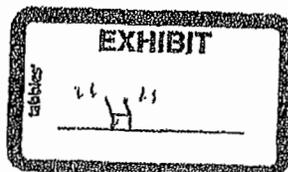
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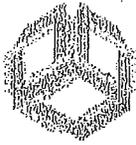
Attn: Annette Granillo
 City of Santa Fe - Santa Fe Trails
 PO BOX 909
 Attn: Annette Granillo
 SANTA FE, NM 87504-0909

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

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

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





RouteMatch
Software

INVOICE

1201 West Peachtree Street
Suite 3300
Atlanta, GA 30309

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

Invoice Number 15774

Invoice Date 11/1/2013

Due Date 12/31/2013

Bill To:

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

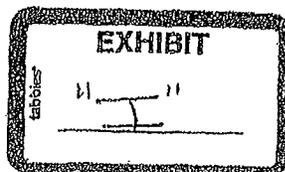
PO: R Support 1213-1114 WP
Cust ID: 219
Description: Annual Technical Support

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

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

If you have any questions regarding your invoice, please contact the billing department at (404) 876-5160

Thank You For Your Business!



ITEM # 14-0636

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 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 Exhibits "J" and "K" 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 thirteen thousand one hundred ninety dollars (\$13,190) 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 fifty-thousand five hundred forty-three dollars and fifty-

three cents (\$350,543.53) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered as described in Exhibits "J" and "K" attached hereto.

3. 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.

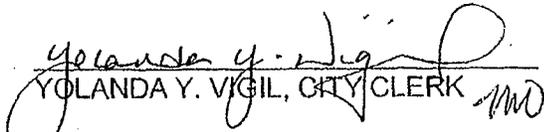

BRIAN K. SNYDER, CITY MANAGER


NAME & TITLE

Date: 6-12-14

Date: 6/19/2014

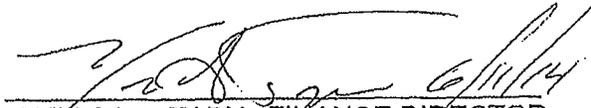
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY 6/11/14

APPROVED:


MARCOS A. TAPIA, FINANCE DIRECTOR

52401.510300
Business Unit/Line Item



RouteMatch Software Inc.

City of Santa Fe – Santa Fe Trails

RouteShout Traveler Information Systems

Date:

May 8, 2014

Presented by:

Teague Kirkpatrick

RouteMatch Software Inc

1625 Broadway, Suite 1400

Denver, CO 80202

Teague.Kirkpatrick@RouteMatch.com

303.997.1507

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Confidentiality Notice

The information contained in this proposal is intended only for evaluation by City of Santa Fe or its agents for the purpose of consideration of a contract with RouteMatch Software, Inc. for software and services. RouteMatch Software considers all information contained herewith to represent trade secrets and confidential business information. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording, or by any information or retrieval system, except as expressly related to the evaluation process performed by City of Santa Fe and permitted in writing by RouteMatch Software. All requests should be sent to Attention: Chad Ralston, Manager Contracts, RouteMatch Software, Inc., 1201 West Peachtree Street, Suite 3300, Atlanta, GA 30309.

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1.0 INTRODUCTION

This proposal provides City of Santa Fe – Santa Fe Rides with RouteShout, a Traveler Information Suite providing Mobile and API functionality.

1.1 SCOPE OF SERVICES

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

1. RouteShout Real Time API (RM Fixed Route Feed Protocol Specification)
2. Route SMS Text (SMS Text Access to real-time Bus Arrival information)
3. Professional Services
 - o Project Management, API Set Up, Installation and base configuration (8 Hours)
 - o Services to support City of Santa Fe or their designee (Time & Materials \$110.00 per hour, estimated at approximately 8 hours)

2.0 BUDGET PROPOSAL

2.1 DETAILED COST PROPOSAL –

- One (1) Fixed Route API for real time communications connected to the Santa Fe Trails Database
- RouteShout SMS Module for Real-time bus Arrival information, with 35,000 annual Texts.
- RouteMatch Professional Services (Project Management, API Set Up, Configuration, Deployment, Testing)
- RouteMatch Professional Services (Beyond the above services scope on a Time and Materials w/ hourly rate of \$110.00 per hour. Estimated not to exceed 8 hours)
- Annual Technical Support & Licensing

RouteMatch Software Licensing	
RouteMatch API Licensing	\$4,500
RouteShout SMS Text Module	\$5,000
Year 1 SMS Text Messages, up to 35,000 SMS Texts	\$1,050
Sub-Total	\$10,550
RouteMatch Implementation Services	
Project Management, Initiate, Design, Build, Deployment, Acceptance	\$2,640
Travel – No travel – all services will be provided remotely.	\$0.00
Subtotal	\$2,640
Grand Total Year 1	
GRAND TOTAL YEAR 1	\$13,190
Time & Materials Services Option & Annual Support & Maintenance	
RouteMatch Professional Services – Requested by for detail configuration and implementation support related tasks and activities.	\$110.00 Per Hour, upon request.
Ongoing Annual SMS Text Messages, up to 35,000 SMS Texts	\$1,050
Ongoing Premium Annual (24x7) Maintenance and Technical Support	\$1,890

3.0 NOTES AND ASSUMPTIONS

- RouteMatch will invoice goods and services as they are delivered.
- Travel and reimbursable expenses are extra and will be billed separately as incurred. City of Santa Fe will reimburse the vendor directly at cost.
- RouteShout SMS Text Stickers and/or signage is the responsibility of City of Santa Fe.
- This is a cost proposal, requested by and provided to City of Santa Fe. It is based upon the information known to RouteMatch Software, Inc. at the time of this proposal and is subject to change in the event of material differences in the information used to form the proposal.
- This proposal assumes that City of Santa Fe will provide all necessary hardware and system software for the ITS system, including a local area network connection, internet connections, computer infrastructure, compatible Android tablets, and cellular service plans that meet the minimum system requirements. RouteMatch personnel will assist, as needed, to ensure compatibility between the RouteMatch solution and the required hardware and system software.
- This is for the sole use of City of Santa Fe, City of Santa Fe does not have permission to extend this product or service without written permission from RouteMatch Software.
- RouteMatch will provide additional professional services upon request to deploy this solution at a published rate of \$110.00 per hour.

4.0 ACCEPTANCE

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

Authorized Signature

Date

Printed Name

Organization Name

4.0 ACCEPTANCE

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



Authorized Signature

6-16-14

Date

KENNETH E. SMITHSON

Printed Name

CITY OF SANTA FE - SANTA FE TRAILS

Organization Name

REQUIRED FEDERAL CLAUSES
(Procurements Exceeding \$10,000)

Vendor agrees to comply with the following required clauses for this FTA-assisted procurement:

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Date: 7/23/14

Signature: Carol Robinson

Company: RouteMatch Software, Inc.

Title: Contracts

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Date: 7/23/14

Signature: Cheryl Ralston

Company: Route Match Software, Inc.

Title: Contracts

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Date: 7/23/14
Signature: Clued Ralston
Company: RentMatch Software, Inc.
Title: Contracts

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by referenced in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Date: 7/23/14
Signature: Clued Ralston
Company: RentMatch Software, Inc.
Title: Contracts

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national

origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Date: 7/23/14
Signature: Cheryl Rolston
Company: RouletMatch Software, Inc.
Title: Contracts

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

Date: 7/23/14
Signature: Charles Ralston
Company: RentalMatch Software, Inc.
Title: Contracts

ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Date: 7/23/14
Signature: Charles Ralston
Company: RentalMatch Software, Inc.
Title: Contracts

TERMINATION PROVISIONS

a. **Termination for Convenience (General Provision)** City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only

be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

Date: 7/23/14
Signature: Clare Holston
Company: Ravel Match Software, Inc.
Title: Contracts

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

Date: 7/23/14
Signature: Clara Reister
Company: RouteMatch Software, Inc.
Title: Contracts

ADA ACCESS

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973; 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act (ADA) of 1990; 42 U.S.C. §§ 12101 et seq., which require that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

Date: 7/23/14
Signature: Clara Reister
Company: RouteMatch Software, Inc.
Title: Contracts