



Amendment No. 8  
to  
Contract No. NA080000104  
for  
Software and Maintenance Support  
between  
Routesmart Technologies, Inc.  
and the  
City of Austin

- 1.0 The City hereby amends the above referenced contract by adding and Administrative increase of \$4683.00 to pay for services in fiscal year 2018.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/31/2007 – 12/30/2010	\$11,610.00	\$11,610.00
Amendment No. 1: Option 1 – Extension 12/31/2010 – 12/30/2011	\$3,870.00	\$15,480.00
Amendment No. 2: Option 2 – Extension 12/31/2011 – 12/30/2012	\$3,870.00	\$19,350.00
Amendment No. 3: Add 1 year term & four-12 months options 12/31/2012 – 12/30/2013	\$4,257.00	\$23,607.00
Amendment No. 4: Option 3 – Extension 12/31/2013 – 12/30/2014	\$5,000.00	\$28,607.00
Amendment No. 5: Option 4 – Extension 12/31/2014 – 12/30/2015	\$5,000.00	\$33,607.00
Amendment No. 6: Option 5 – Extension 12/31/2015 – 12/30/2016	\$5,000.00	\$38,607.00
Amendment No. 7: Option 6 – Extension 12/31/2016 – 12/30/2017	\$5,000.00	\$43,607.00
Amendment No. 8: Administrative Increase for 2018 servies	\$4,683.00	\$48,290.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Jeannie Merson 10-25-17  
Printed Name: Jeannie Merson  
Authorized Representative

Sign/Date: [Signature]  
James T. Howard  
Procurement Manager  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701  
(512)974-2031

Routesmart Technologies, Inc.  
8850 Stanford Boulevard, Suite 3250  
Columbia, Maryland 20145  
(410) 290-0226



Amendment No. 7  
to  
Contract No. NA080000104  
for  
Software and Maintenance Support  
between  
Routesmart Technologies, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will December 31, 2016 through January 30, 2017. No options will remain.
- 2.0 The total contract amount is increased by \$5,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/31/2007 – 12/30/2010	\$11,610.00	\$11,610.00
Amendment No. 1: Option 1 – Extension 12/31/2010 – 12/30/2011	\$3,870.00	\$15,480.00
Amendment No. 2: Option 2 – Extension 12/31/2011 – 12/30/2012	\$3,870.00	\$19,350.00
Amendment No. 3: Add 1 year term & four-12 months options 12/31/2012 – 12/30/2013	\$4,257.00	\$23,607.00
Amendment No. 4: Option 3 – Extension 12/31/2013 – 12/30/2014	\$5,000.00	\$28,607.00
Amendment No. 5: Option 4 – Extension 12/31/2014 – 12/30/2015	\$5,000.00	\$33,607.00
Amendment No. 6: Option 5 – Extension 12/31/2015 – 12/30/2016	\$5,000.00	\$38,607.00
Amendment No. 7: Option 6 – Extension 12/31/2016 – 12/30/2017	\$5,000.00	\$43,607.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Jeannie Merson 11-18-16  
Printed Name: Jeannie Merson  
Authorized Representative

Routesmart Technologies, Inc.  
8850 Stanford Boulevard, Suite 3250  
Columbia, Maryland 20145  
(410) 290-0226  
[jcearfoss@routesmart.com](mailto:jcearfoss@routesmart.com)

Sign/Date: Mike Zambrano, Jr.  
~~Linell Goodin-Brown~~  
Contract Compliance Supervisor

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701

Mike Zambrano, Jr.  
Contract Compliance Specialist, Senior



Amendment No. 667  
to  
Contract No. NA080000104  
for  
Software and Maintenance Support  
between  
Routesmart Technologies, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 31, 2015 to January 30, 2016. One option will remain.
- 2.0 The total contract amount is increased by \$5,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/31/2007 – 12/30/2010	\$11,610.00	\$11,610.00
Amendment No. 1: Option 1 – Extension 12/31/2010 – 12/30/2011	\$3,870.00	\$15,480.00
Amendment No. 2: Option 2 – Extension 12/31/2011 – 12/30/2012	\$3,870.00	\$19,350.00
Amendment No. 3: Add 1 yr Term & four (12 month) Options 12/31/2012 – 12/30/2013	\$4,257.00	\$23,607.00
Amendment No. 4: Option 3 – Extension 12/31/2013 – 12/30/2014	\$5,000.00	\$28,607.00
Amendment No. 5: Option 4 – Extension 12/31/2014 – 12/30/2015	\$5,000.00	\$33,607.00
Amendment No. 6: Option 5 – Extension 12/31/2015 – 12/30/2016	\$5,000.00	\$38,607.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name:

Authorized Representative

Routesmart Technologies, Inc.  
8850 Stanford Boulevard, Suite 3250  
Columbia, Maryland 21045  
410-290-0226  
[jcearfooss@routesmart.com](mailto:jcearfooss@routesmart.com)

Sign/Date:

Joe Barrios

Contract Compliance Specialist Senior

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 5  
of  
Contract No. NA080000104  
for  
Software and Maintenance Support  
between  
Routesmart Technologies, Inc  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 31, 2014, the term for the extension option will be December 31, 2014 to December 30, 2015 and there are two remaining options.
- 2.0 The total contract amount is increased by \$5,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/31/07 – 12/30/10	\$11,610.00	\$11,610.00
Amendment No. 1: Option 1 12/31/10 – 12/30/11	\$3,870.00	\$15,480.00
Amendment No. 2: Option 2 12/31/11 – 12/30/12	\$3,870.00	\$19,350.00
Amendment No. 3: Add 1 yr Term & four (12 month) Options 12/17/12 – 12/30/13	\$4,257.00	\$23,607.00
Amendment No. 4: Option 3 12/31/13 – 12/30/14	\$5,000.00	\$28,607.00
Amendment No. 5: Option 4 12/31/14 – 12/30/15	\$5,000.00	\$33,607.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: Jeannie Merson 11-4-14  
Printed Name: Jeannie Merson  
Authorized Representative

Signature and Date: Shawn Willett  
Shawn Willett, Corporate Contract Compliance  
Manager  
IT Procurement Team  
Financial Services  
City of Austin  
Purchasing Office

Routesmart Technologies, Inc.  
8850 Stanford Blvd., Ste 3250  
Columbia, MD 21045



Amendment No. 4  
of  
Contract No. NA080000104  
for  
Software and Maintenance Support  
between  
Routesmart Technologies, Inc  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 31, 2013, the term for the extension option will be December 31, 2013 to December 30, 2014 and there are three remaining options.
- 2.0 The total contract amount is increased by \$5,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/31/07 – 12/30/10	\$11,610.00	\$11,610.00
Amendment No. 1: Option 1 12/31/10 – 12/30/11	\$3,870.00	\$15,480.00
Amendment No. 2: Option 2 12/31/11 – 12/30/12	\$3,870.00	\$19,350.00
Amendment No. 3: Add 1 yr Term & four (12 month) Options 12/17/12 – 12/30/13	\$4,257.00	\$23,607.00
Amendment No. 4: Option 3 12/31/13 – 12/30/14	\$5,000.00	\$28,607.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: Jeannie Merson 1-4-14  
Printed Name: Jeannie Merson  
Authorized Representative

Signature and Date: Teresa Reddy 1/3/14  
Teresa Reddy, Corporate Contract Compliance  
Manager  
IT Procurement  
City of Austin  
Purchasing Office

Routesmart Technologies, Inc.  
8850 Stanford Blvd., Ste 3250  
Columbia, MD 21045



Amendment No. 3  
of  
Contract No. NA080000104  
for  
Software Maintenance and Support  
between  
RouteSmart Technologies, Inc.  
and the  
City of Austin

1.0 The above referenced Contract is amended as follows:


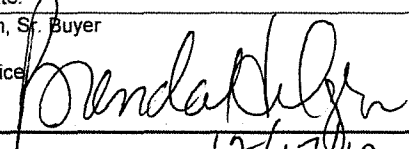
- 1.1 Add Contractor's Offer dated October 22, 2012 as Exhibit A to Section 1 of the Contract.
- 1.2 Add the following to Section 1.B, Term of Contract:
  - 1.2.1 Add one (1) 12-month period to the contract term and four (4) 12-month options to extend. The expiration date of the Contract is December 30, 2013.
- 1.3 Add the following to Section 1.A, Payment:
  - 1.3.1 The Contractor shall be paid a total Not-to-Exceed amount of:

12 Month extension	12/31/07 – 12/30/13	\$4,257.00
1 <sup>st</sup> 12-month Option	12/31/13 – 12/30/14	NTE \$5,000.00
2 <sup>nd</sup> 12-month Option	12/31/14 – 12/30/15	NTE \$5,000.00
3 <sup>rd</sup> 12-month Option	12/31/15 – 12/30/16	NTE \$5,000.00
4 <sup>th</sup> 12-month Option	12/31/16 – 12/30/17	NTE \$5,000.00

for a total Not-to-Exceed contract amount of \$43,607.

1.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Printed Name: <u>Jeannine Merson</u> Authorized Representative  RouteSmart Technologies, Inc. 8850 Stanford Blvd., Ste 3250 Columbia, MD 21045	Signature & Date: Brenda Helgren, Sr. Buyer City of Austin Purchasing Office  12/17/12
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Recommended Certification

Kayl W. O.  
Originator

11/15/12  
Date

Approved Certification

Bob (redacted)  
Department Director or designee

11/19/12  
Date

Purchasing Review  
(if applicable)

Assistant City Manager / General Manager  
or designee (if applicable)  
Bundakulger  
Buyer

12/17/12  
Date

\_\_\_\_\_  
Manager Initials

Exemption Authorized  
(if applicable)

\_\_\_\_\_  
Purchasing Officer or designee

\_\_\_\_\_  
Date

11/14/12



8850 Stanford Boulevard  
Suite 3250  
Columbia, MD 21045  
Toll Free: 800-977-7284  
Fax: 410-290-0334  
www.routesmart.com

# QUOTE

INVOICE NO: Q-10151206  
DATE: October 22, 2012

**Bill To:**

City of Austin  
Attn: Ann Hargrove  
Solid Waste Services Department  
P.O. Box 1088  
Austin, TX 78767-1088

**Remit to:**

RouteSmart Technologies, Inc.  
235 E. Jericho Turnpike  
P.O. Box 109  
Mineola, NY 11501-0109  
Attn: Accounting Department

PHASE/TASK	CONTRACT #	PO#	PROJECT #	TERMS
950-110	NA080000104	12022809180	59948324	Net 30

DESCRIPTION	TOTAL
RouteSmart Technologies, Inc. software annual maintenance fee Coverage from January 1, 2013 – December 31, 2013  <i>Thank you for your business!</i>	\$4,257.00
<b>SUBTOTAL</b>	\$4,257.00
<b>SHIPPING &amp; HANDLING</b>	
<b>TOTAL DUE</b>	\$4,257.00

Please remit to: RouteSmart Technologies, Inc.  
235 E. Jericho Turnpike P.O. Box 109 Mineola, NY USA 11501-0105 Attn: Accounting Dept.

If you have any questions concerning this invoice please call Jeannie Merson at 1.800.977.7284 or email at [jmerson@routesmart.com](mailto:jmerson@routesmart.com)



*The world's most intelligent routing system.*



- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a
- ☐ regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

RouteSmart Technologies is the only authorized vendor that can provide support and maintenance to the software as they are the sole source developer for RouteSmart (the routing and scheduling algorithms that are the core for the software modules that have been installed at the City)

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City.

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6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with RouteSmart Technologies which will cost approximately \$4,257.00.

Recommended Certification

Kayla [Signature] 11/15/12  
Originator Date

Approved Certification

Bob [Signature] 11/19/12  
Department Director or designee Date

Assistant City Manager / General Manager  
or designee (if applicable) Date

Purchasing Review  
(if applicable)

[Signature] 12/17/12  
Buyer Date

[Signature] 12/17/2012  
Manager Initials

Exemption Authorized  
(if applicable)

Purchasing Officer or designee Date

11/14/12



November 14, 2012

City of Austin

Attn: Ann Hargrove

Solid Waste Services Department

P.O. Box 1088

Austin, TX 78767-1088

*SUBJECT: Sole Source*

Dear Ms. Hargrove,

RouteSmart Technologies, Inc. has been providing software and maintenance services to the City of Austin for the RouteSmart Technologies, Inc. Software, which has been licensed by the City.

RouteSmart Technologies, Inc., as the developer of RouteSmart™, is the sole source for the routing and scheduling algorithms that are the core for the software modules that have been installed at the City. Upon your authorization to proceed, we will continue these services at the agreed upon price of \$4,257.00 per year from January 1, 2013 to December 31, 2013.

Thank you very much for consideration of RouteSmart Technologies, Inc. We believe RouteSmart Technologies, Inc. is uniquely qualified for this assignment and look forward to continuing work with the City of Austin.

Sincerely,

*Jeannie Merson*

Jeannie Merson

Office Manager

RouteSmart Technologies, Inc.

8850 Stanford Blvd., Suite 3250

Columbia, MD 21045

800-977-7284 ext. 3201 - office

410-290-0334 -fax

[jmerson@routesmart.com](mailto:jmerson@routesmart.com)

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8850 Stanford Blvd. Suite 3250 Columbia, MD 21045-4797

Toll Free 800.977.7284 [www.routesmart.com](http://www.routesmart.com)





Amendment No. 2  
of  
Contract No. NA080000104  
for  
Software Maintenance and Support  
between  
Routesmart Technologies, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 31, 2011, the term for the extension option will be December 31, 2011 to December 30, 2012 and there are no remaining options.
- 2.0 The total contract amount is increased by \$3,870.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/31/07 – 12/30/10	\$11,610.00	\$11,610.00
Amendment No. 1: Option 1 12/31/10 – 12/30/11	\$3,870.00	\$15,480.00
Amendment No. 2: Option 2 12/31/11 – 12/30/12	\$3,870.00	\$19,350.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: [Signature]  
Printed Name: ROBERTA PERSON  
Authorized Representative

Signature & Date: [Signature] 12/13/11  
Cynthia Gonzales, Contract Compliance Manager Corporate  
City of Austin  
Purchasing Office

Routesmart Technologies, Inc.  
8850 Stanford Blvd., Suite 3250  
Columbia, MD 21044-4797

cc: Mick Osborne, Senior Buyer Specialist  
City of Austin  
Purchasing Office



Amendment No. 1  
of  
Contract No. NA080000104  
for  
Software Maintenance and Support  
between  
Routesmart Technologies, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 31, 2010, the term for the extension option will be December 31, 2010 to December 30, 2011 and there is one remaining option.
- 2.0 The total contract amount is increased by \$3,870.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/31/07 - 12/30/10	\$11,610.00	\$11,610.00
Amendment No. 1, Option 1 12/31/10 - 12/30/11	\$3,870.00	\$15,480.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: [Signature]  
Printed Name: JENNIFER HARRISON  
Authorized Representative

Signature & Date: [Signature] 11/7/11  
Cynthia Gonzales, Contract Compliance Manager Corporate  
City of Austin  
Purchasing Office

Routesmart Technologies, Inc  
8850 Stanford Blvd, Suite 3250  
Columbia, MD 21044- 4797

cc: Michael S. (Mick) Osborne, Specialist Senior Buyer  
City of Austin  
Purchasing Office



**Financial and Administrative Service Department**  
**Purchasing Office**  
PO Box 1088, Austin, Texas, 78767

March 31, 2008

Routesmart Technologies, Inc.  
Jeannie Merson, Office Mgr.  
8850 Stanford Blvd., Suite 3250  
Columbia, MD 21044-4797

Re: Software Maintenance for Routing Application

Dear Jeannie:

The City of Austin approved the execution of a contract for Software Maintenance and Support.

Responsible Department:	Purchasing
Department Contact Person:	Mario Guerrero
Department Contact Email Address:	Mario.guerrero@ci.austin.tx.us
Department Contact Telephone:	974.2596
Project Name:	Software Maintenance and Support
Dollar Value:	Not to Exceed \$3,870 for initial 12 month period of 36 month term
Contractor Name:	Routesmart Technologies, Inc.
Contract Number:	MA 5600 NA080000104
Contract Period:	12/31/2007 through 12/30/2010
Extension Options:	Two 12 month options
Requisition Number:	RQM-5600-08030600401
Solicitation Number:	N/A
Agenda Item Number:	N/A
Council Approval Date:	N/A

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Mario Guerrero  
Sr. Buyer  
Purchasing Office  
Finance and Administrative  
Service Department

cc: John Lacaria  
CTM, City of Austin

## SERVICES PURCHASE CONTRACT

**THIS SERVICES PURCHASE CONTRACT** ("Contract") is entered into by and between the City of Austin ("City"), a Texas home-rule municipal corporation, and Routesmart Technologies, Inc. ("Contractor"), with its principal place of business at 8850 Stanford Blvd., Suite 3250, Columbia, MD 21045-4797.

### **I. SUMMARY OF CONTRACT TERMS:**

**THE PARTIES AGREE** as follows:

- A. **Payment.** Subject to the City's Purchase Terms and Conditions, City shall pay Contractor the not to exceed prepaid sum of \$3,870, as the purchase price for the provision of the crew routing software maintenance services for the initial 12-month period, as more fully described below. Thereafter, for the remaining two 12 month periods of the initial contract term, the annual support service fee will be \$3,870, billed annually, for each 12 month period.
- B. **Term of Contract.** The Contract shall be in effect for an initial term of 36 months, beginning on December 31, 2007 expiring December 30, 2010, and may be extended thereafter for up to 2 additional 12 month periods at the then quoted cost, subject to the approval of the Contractor and the City Purchasing Officer or his designee. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated above.
- C. Each party shall carry out and fulfill all other obligations imposed on that party by the Contract documents.
- D. The Contract documents comprise the entire agreement between City and Contractor concerning the furnishing and provision of the software maintenance services for the crew routing software in use by City.
- E. There are no agreements between City and Contractor, whether oral or written, other than those herein contained, and the Purchase Contract supersedes any and all previous oral or written representations, inducements, or understandings. In case of any conflict among the Contract documents, the document of highest precedence (as defined herein) shall govern. The Contract Documents listed in order of precedence are:

Purchase Contract, including:

- a. Section 0300, City of Austin Purchase Terms and Conditions (rev. 5/3/07), is incorporated by reference, with the same force and effect as if they were incorporated in full text, the full text version is available for viewing at [www.ci.austin.tx.us/purchase/standard.htm](http://www.ci.austin.tx.us/purchase/standard.htm);
- b. Routesmart Technologies crew routing software maintenance service description labeled as Technical Support Services Policy (6 pages)

IN WITNESS WHEREOF, the parties have caused this Purchase Contract to be executed by their respective duly authorized representatives and shall be effective as of the date the contract is signed by the City.

**Routesmart Technologies, Inc.**  
(Contractor)

Name: CHRISTOPHER W. WATKINS

Title: VIC PRESIDENT

Date: 7/31/2008

**CITY OF AUSTIN, Financial Service**  
Department (City)

Name: Mario Guerrero

Title: Sr. Buyer

Date: 3/31/2008

**INSTRUCTIONS AND SUPPLEMENTAL PROVISIONS / CLAUSES  
FOR PRICE AGREEMENT NOTICES**

**1.0 RELEASE OR ORDERING METHOD:**

User department shall use the Purchase Release (PG) (form FIN9059) in releasing against and payment for goods or services covered by this Agreement. Refer to LGFS Procedures Manual, AP-05 for details. When giving a "verbal" release, provide the Supplier the Purchase Release (PG) number and assigned Price Agreement number and request that such numbers be included on his invoice. Also, require supplier to indicate name of user department on all supplier documents.

**2.0 INVOICING AND PAYMENT:**

Purchase Releases. The Supplier shall furnish the user Department a copy of invoice. The Purchase Release (PG) shall then be processed in accordance with AP-07, Processing Payments forwarded to Accounts Payable within two (2) working days after user receipt of invoice.

**3.0 TIMELY DELIVERY:**

Orders for delivery shall be placed with the supplier by the user department or Purchasing Office. Supplier shall make delivery of the units or services requested in the time specified in the terms of the contract. If the order for delivery is not met, the user department is to contact the applicable buyer by memorandum for disposition, citing details and forward a copy of the Purchase Release transmitted to the Supplier.

**4.0 UNSATISFACTORY PERFORMANCE:**

Departments incurring consistent unsatisfactory performance under an Agreement shall notify the appropriate Buyer in writing, outlining all the facts in such cases. Only by such notice can the Buyer remedy unsatisfactory performance.

**5.0 MATERIAL DISCREPANCY RESOLUTION AND REPORTING:**

The user department by this Notice is hereby delegated responsibility and authority to administer the resolution of significant material discrepancies as may be encountered. Reference Procedure P-8.3, Receiving and Inspecting Materials. Two copies of completed form PSD 5186, Material Discrepancy Report are to be forwarded to the affected Buyer.

**6.0 CHANGES TO AGREEMENT:**

Any and all changes to this Agreement are subject to review and advance approval of the Purchasing Office prior to any commitments including, but not necessarily limited to the addition of associated equipment, scope of work, increased services, upgrading, exercising of extensions or price changes. The user department shall institute no changes without the prior written approval of the Purchasing Office.

**7.0 CONTRACT ADMINISTRATION:**

Administration of this contract for the City shall be the responsibility of the Contract Administrator; Purchasing's involvement with the source shall occur only on a exception basis as may become necessary.

The Requisitioner shall be the Contract Administrator unless Purchasing is notified otherwise by the user department.



(If applicable, the Contract Administrator shall establish milestones enabling him to determine if the source is working on schedule.)

All communications between the Contract Administrator and the source shall be in writing with a copy sent to the Purchasing Office.

If substandard performance should occur (or milestones are not met) the source shall be advised in writing to correct the problem; a copy of this communication shall be sent to the Purchasing Office.

Should substandard performance not be corrected within a reasonable amount of time after the source has been made aware of the problem, the Contract Administrator shall withhold payment and advise the Purchasing Office of the situation.



# **Technical Support Services Policy**

*Bringing success to our clients.*

# RouteSmart for ArcGIS®

## Technical Support Services Policy

Outstanding service has been a major factor in RouteSmart's growth and success over the years. Given that RouteSmart is used across the globe, consistently delivering on this promise takes knowledge, persistence, organization, and a state-of-the-art infrastructure. To foster your success in using RouteSmart for ArcGIS® software, we offer a flexible and comprehensive support program designed to meet the needs of different types of users.

## Maintenance Programs

The first year of RouteSmart maintenance is included with all RouteSmart for ArcGIS® license purchases. ("RouteSmart for ArcGIS®" refers only to RouteSmart software purchased for use with ESRI's ArcView, ArcEditor, or ArcInfo™ and does not include maintenance for ESRI software.) At the end of the first year, we recommend that you ensure continued support by subscribing to one of our annual support programs. We offer primary and secondary support programs using a two-tiered approach designed to meet the needs of single and multi-copy sites.

### Primary Support

The main components that comprise the primary support program are technical support (for one authorized, RouteSmart-trained caller only), which includes telephone, fax, and e-mail software support; Web-based support powered by WebEx; ability to register for RouteSmart's Users' Conference; an opt-in subscription to our e-newsletter; access to our Web forum; and direct shipment of any applicable inversion software updates. Primary support is the only option for sites with one license of RouteSmart for ArcGIS®.

All primary users must complete full application training for RouteSmart for

ArcGIS, from an authorized RouteSmart trainer, to be eligible for technical support.

Users outside the United States should contact their local RouteSmart distributor for information regarding the availability of various support options locally.

### Secondary Support

If your organization has purchased more than one RouteSmart for ArcGIS® license and at least one primary support subscription per hardware key, you may take advantage of our two-tiered support program. Secondary support offers many of the advantages of primary support and is available at a reduced price for these sites. Up to nine secondary support subscriptions can be purchased for each primary support subscription, per product (for every ten licenses, one primary support subscription is required).

Secondary support requires that an experienced, trained user at the primary site be designated as technical contact for all communication between RouteSmart and all sites covered by the agreement, both primary and secondary. Technical support is not available to secondary support sites directly, but only through the designated primary technical contact.

# Software Releases and Updates

In-version software updates are included as part of Technical Maintenance Programs for both primary and secondary sites. Shipments are sent only to one primary technical contact for distribution within your organization.

## Technical Support Procedures

RouteSmart Technologies' Client Services Group is dedicated to providing timely, expert assistance to RouteSmart for ArcGIS® software users. Technical support includes assistance in solving problems arising from the use of unmodified RouteSmart software only (unless said modification was performed and executed by RouteSmart Technologies, Inc.) and does not include training or consulting in the application of the software.

### Accessing Technical Support

RouteSmart for ArcGIS® users subscribing to our Primary Support program may contact Technical Support between 8:00 am and 6:00 pm., Eastern time, Monday through Friday, by phone, fax, or e-mail. RouteSmart holidays are excluded.

Technical Support can be reached by dialing 800-977-7284. Each reported incident is given a unique identification number for referencing. The user will be connected to a specialist who will work on the problem until it is resolved. If a specialist is unavailable, the call is placed in a queue. The user will be called back by the first available specialist.

Users who do not wish to call in or who cannot reach Technical Support during our normal operating hours may use fax or e-mail support. We accept faxes and e-mail 24 hours a day (however, faxes and e-mail received after hours, 6:00 p.m. to 8:00 a.m., Eastern time, are handled within 24 hours of the next business day). Incidents reported by fax or e-mail are

given a lower priority than those reported by telephone. Fax (available at 410-290-0334) or e-mail (accessed by e-mailing [service@routesmart.com](mailto:service@routesmart.com)) support can be used for all incident-related correspondence.

Requests for support by telephone, e-mail, or fax should contain detailed information about the problem (hardware platform and peripherals, version of operating system, version of RouteSmart software, description of problem, and customer number) to help expedite a solution. RouteSmart Client Services will respond by telephone, fax, or e-mail.

### Resolution Time

The time required to answer questions and resolve your problems varies depending on the type of problem and whether we are able to reproduce it. Most often we are able to answer questions and suggest solutions to problems on the same day, sometimes immediately.

If research or consultation with another specialist is required, a complete response may take several working days. Under rare circumstances, it may take longer. If the problem turns out to be a coding or documentation error for which there is no work-around, resolution may have to wait for a future programming modification. Usually, however, we can clarify documentation issues and provide satisfactory work-arounds in a timely manner.

## **Publications**

Registered users of RouteSmart software may opt in on our Web site for a subscription to *SmartDirections*, our e-newsletter. *SmartDirections* is user focused. The newsletter keeps our clients informed about what's going on within RouteSmart Technologies, in our products, and in the industry. You can opt out of your subscription at any time by sending a message to [service@routesmart.com](mailto:service@routesmart.com) or by clicking the unsubscribe link in the newsletter.

## **Destinations: Users' Conference**

RouteSmart Technologies hosts our Destinations: Users' Conference every 18 months. This conference is a unique three-day information exchange between the RouteSmart user community and RouteSmart Technologies staff. You can meet with other users to share experiences and knowledge, attend user presentations and technical sessions on how to use RouteSmart, and meet face-to-face with RouteSmart staff to ask questions and offer suggestions on how we can better serve your organization's needs. For more information about the Destinations: Users' Conference, visit our Web site at [www.routesmart.com](http://www.routesmart.com). Details are also provided in a Users' Conference mailing to all registered users.

## **Preparing for Support**

When you contact RouteSmart Technologies for technical support, you should be at your computer and have the appropriate software documentation on hand. Be prepared to provide the following information:

- Your software and version number
- The type of hardware you are using (manufacturer, version of operating system)
- The exact wording of any messages that appeared on your screen
- What happened and what you were doing when the problem occurred
- How you tried to solve the problem

# ***Route Smart***

## ***for ArcGIS***

### **Technical Support Eligibility**

To be eligible for RouteSmart for ArcGIS® technical support services, users should be aware of and adhere to the following terms:

- Complimentary technical support is available for the first 12 months following issuance of the RouteSmart license. Thereafter, technical support is available in 12-month increments, payable in advance, based on the date the license is issued. In the event additional software licenses are purchased, they will be prorated to coincide with the existing maintenance term. The support service for each software package is separately priced. Maintenance should be kept continuous with no lapse in coverage to avoid any potential re-licensing fees.
- Price and terms are subject to change without notice. Fees are based on the rates in effect at the time payment is due. Those paying in arrears or late are subject to additional fees, not to exceed 18 percent per year. Fees for support services are nonrefundable. Subscribers to RouteSmart support services should subscribe to support for all software licensed by the subscriber.
- Previous versions remain subject to the terms of the RouteSmart software license and may not be transferred to any other person or entity, without proper written authorization.

#### **Limitations**

- RouteSmart technical support is limited to unmodified RouteSmart software, unless said modifications were performed and executed by RouteSmart Technologies, Inc.
- RouteSmart Technologies, Inc., is not responsible for technical support for ESRI software (independent of its use and application for RouteSmart software), other third-party software, or hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, and so forth, except to answer questions of how standard, supported software and devices interface with RouteSmart software.
- The terms and conditions of this policy are subject to change by RouteSmart Technologies, Inc., without written notice.





**CITY OF AUSTIN  
PURCHASING OFFICE**

TO: City Purchasing Office

FROM: William E. Rhodes, P.E.  
Director, Solid Waste Services Division

1. Request approval for Sole Source Procurement of goods and/or services for the reasons as described in Section 3 herein.
2. Describe Item/Service purchased (or to be purchased). Include cost, name and telephone number of vendor and other descriptive information.

**Purchase is for RouteSmart Technology software annual maintenance fee**

**Vendor: RouteSmart Technology**  
**Phone No. (800) 977-7284**

**Contact: Maggie Davis**  
**Cost: \$3870.00**

3. Definition of Sole Source Procurement Condition (check one or more item). This procurement is necessary because:

- ☒ A. The compatibility of equipment, accessories, or replacement parts is the paramount consideration.
- ☐ B. A public utility service is to be procured.
- ☒ C. Competition is precluded because of the existence of patents, copyrights, secret processes, or natural monopolies; purchase of films, manuscripts, or books purchase of electric power, gas, water, and other utility services; and the purchase of captive replacement parts or components for equipment.
- ☐ D. Use of other than OEM parts jeopardizes warranty and/or insurance coverage.

4. Summary of Sole Source Procurement Condition:

**RouteSmart Technology provides software updates and annual maintenance to the current Routing System Program utilized by the City of Austin Solid Waste Services Department. This technology is vital to the optimal operation of the program.**

5. ☐ I certify that a Sole Source Procurement exists for a purchase of \$5000 or more. Please forward this request to the Purchasing Office.
- ☐ I certify that a Sole Source Procurement exists and that the following efforts were undertaken in obtaining goods/services from MBE/WBE for a purchase under \$5000. Please continue to Section 6 and 7. Attach to CPO and forward to Purchasing Office.
6. Solicitation: Indicate Name of Vendor, MBEs/WBEs (or) Person Contacted, Non-Minority Bid, Telephone Number, Code \* Amount
7. A reasonable effort was made to obtain goods/services from MBEs/WBEs: (If MBEs/WBEs were not contracted and/or not awarded contract, state reasons):  
Reference #4.

William E. Rhodes, P.E., Director, Solid Waste Services Department

Signature: William E. Rhodes

Date: 11/02/07

Purchasing Office Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchasing Officer or Designee

Date

**\* RETURN TO REQUESTING DEPARTMENT \***





# QUOTE

8850 Stanford Boulevard  
Suite 3250  
Columbia, MD 21045  
Toll Free: 800-977-7284  
Fax: 410-290-0334

March 6, 2008

City of Austin  
Solid Waste Services Department  
P.O. Box 1088  
Austin, TX 78767-1088

Attn: John Lacaria

Dear John,

You recently requested pricing information from our company. Here is our quote:

DESCRIPTION	Price
<b>1 year Option</b> - RouteSmart Technologies, Inc. software annual maintenance fee Coverage from January 1, 2008 – December 31,2008	\$3,870.00
<b>2 year Option</b> - RouteSmart Technologies, Inc. software annual maintenance fee Coverage from January 1, 2008 – December 31,2009	\$7,740.00
<b>3 year Option</b> - RouteSmart Technologies, Inc. software annual maintenance fee Coverage from January 1, 2008 – December 31,2010	\$11,610.00

**TERMS: Upon Receipt.**

To accept, please sign below and forward via fax to 410-290-0334.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Thank you for giving us the opportunity to bid for your business. As always, it's a pleasure doing business with you. We look forward to completing this order to your satisfaction.

Sincerely,

Jeannie Merson  
Office Manager  
RouteSmart Technologies, Inc.

PURCHASING OFFICE  
CITY OF AUSTIN

REQUEST FOR SOLE SOURCE PROCUREMENT

DATE: 2-6-2008

TO: Purchasing Officer or Designee

FROM: Peter Collins, CIO

NAME: Byron Johnson

PHONE: 974-2344

1. Request approval for Sole Source Procurement of goods and/or services for the reasons as described in Section 3 herein.
2. Describe item/service to be purchased. **Annual maintenance fee of \$3,870 for Routesmart Software. Jeannie Merson, 1-800-977-7284**

**Annual maintenance fee for Routesmart software**

3. Definition of Sole Source Procurement Condition (use one or more items) This procurement is necessary because:

- A. There is no competitive product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source or a unique item such as an artwork.

Detail Explanation:

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- B. The product is only available from a regulated or natural monopoly. For example, utilities, gravel from the only gravel pit in the area protected site, territorial/geographical area, or some similar situation.

Detail Explanation:

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- C. The product is a component of an existing system that is only available from one supplier. The
- X. replacement of a component or a repair part may only be available from the original supplier.

Detail Explanation: Maintenance for existing Routesmart software

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4. Vendor Contacted: A reasonable effort was made to obtain goods/services from MBEs/WBEs and other sources. The following vendors were contacted:

	Vendor Name Person Contacted / Telephone Number	Indicate MBE/WBE or Non MBE/WBE
A.		
B.		
C.		

5. If MBEs/WBEs were not contacted and/or not awarded the contract, state reasons.

6. I certify that a Sole Source Procurement exists and that the above efforts were undertaken in obtaining goods/services from other vendors including MBEs/WBEs for a purchase of \$500 or more. (Sections 4 and 5 must be completed) Forward to the Purchasing Office.

Peter E. Collins	FASD/CTM	<i>Peter Collins</i>	2-8-08
Director (printed)	Department	Signature	Date

ACM Name (printed)	Signature	Date
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Purchasing Office

<input checked="" type="checkbox"/> Concur	<input type="checkbox"/> Do Not Concur
<i>Sole source condition should be revisited every two years.</i>	
<i>Marie [Signature]</i>	3/10/2008
Purchasing Officer or Designee	Date