

Routeware Global

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Ship To

Elizabeth Tyler City of New Braunfels 424 S Castell Ave New Braunfels, Texas 78130 United States (830) 221-4000 etyler@newbraunfels.gov **Bill To** City of New Braunfels 424 S Castell Ave New Braunfels, Texas 78130 United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Cable Hogue	(479) 659-1635	chogue@routeware.com	Net 30

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of New Braunfels is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware Global. The recipient of this document agrees to inform present and future employees of City of New Braunfels who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware Global's express written consent.

Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Order Form

Order #: Term: Date: Expires On: Q-03510-1 36 Months 9/15/2023 10/15/2023

Hardware

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Heavy Duty Tablet 10" Pro4 Tablet with Full Install Kit (Android TA4PRO)	Each	47.00	USD 1,000.00	USD 47,000.00
Camera Controller (Camera Not Included)	Each	47.00	USD 475.00	USD 22,325.00
Monitor for Camera Controller	Each	4.00	USD 40.00	USD 160.00
Camera Power Kit	Each	47.00	USD 38.00	USD 1,786.00
Standard HD Camera for Camera Controller with Cable	Each	188.00	USD 90.00	USD 16,920.00
Dual Facing HD Dash Camera (Interior Only) for Camera Controller with Cables	Each	47.00	USD 140.00	USD 6,580.00
Video Service Hardware	Each	47.00	USD 195.00	USD 9,165.00
			Hardware TOTAL:	USD 103,936.00

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Vehicle Installation	Each	47.00	USD 380.00	USD 17,860.00
Additional Camera Installation	Each	188.00	USD 190.00	USD 35,720.00
Camera System Installation	Each	47.00	USD 380.00	USD 17,860.00
CORE Professional Services (per hour)	Per Hour	260.00	USD 225.00	USD 58,500.00
EasyRoute Support Service Pack (30 Hours)	Each	1.00	USD 6,750.00	USD 6,750.00
EasyRoute On-Site Training	Per Day	3.00	USD 1,500.00	USD 4,500.00
			Services TOTAL:	USD 141,190.00

Support Fees

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
eMobile Plus	Per Month	47.00	USD 149.00	USD 7,003.00
Cellular Data Charge (RD)	Per Month	47.00	USD 15.00	USD 705.00
Cloud Hosting	Per Month	1.00	USD 599.00	USD 599.00
Picture Service Fee	Per Month	47.00	USD 45.00	USD 2,115.00
Premium Video System Fee	Per Month	47.00	USD 61.00	USD 2,867.00
EasyRoute Subscription	Per Month	1.00	USD 2,785.00	USD 2,785.00
4664 HERE Road Network Renewal	Per Month	1.00	USD 185.63	USD 185.63
EnCORE User Subscription	Per Month	7.00	USD 153.00	USD 1,071.00
CORE Customer Web Portal Service	Per Month	1.00	USD 589.00	USD 589.00

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
ReCollect Mobile App	Per Month	1.00	USD 254.00	USD 254.00
ReCollect Website Tool	Per Month	1.00	USD 0.00	USD 0.00
ReCollect Collection Calendar	Per Month	1.00	USD 643.00	USD 643.00
ReCollect Waste Sorting Game	Per Month	1.00	USD 203.00	USD 203.00
ReCollect Waste Wizard	Per Month	1.00	USD 222.00	USD 222.00
		Su	upport Fees TOTAL:	USD 19,241.63

Payment Terms -

Hardware: 100% due upon delivery Support Fees: Due quarterly in advance per Support Plan terms and conditions Services: Due monthly as work progresses

Additional Terms -

A mutually agreed upon statement of work for the Encore system is required prior to execution of contract.

If Data usage is greater than 1GB per vehicle per month, Routeware may limit network speeds or limit the actual downloading of video files.

Customer is authorized to route up to forty-eight (48) vehicles with the Easyroute software.

ReCollect Products and Services not to exceed thirty-five thousand (35,000) service addresses.

HGAC Contract #: FL03-21

Travel & Expenses not to exceed: \$45,500.00

Freight not to exceed: \$1,000.00

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at https:// www.routeware.com/Clients. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

http://www.routeware.com/Clients

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes. This system requires a specific server to operate Routeware software, which may need to be purchased separately.

Password: RWClient1!

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware. Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

CORE Professional Services (per hour)

The hours included in this order and the accompanying Statement of Work represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. All fee and timeline estimates are based on the information provided to us to-date, including your system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, your level of participation, complexity of your processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.

We will work with your Project Manager to help manage the scope of the Services within the estimate provided. However, both parties acknowledge and agree that actual fees may differ from this estimate. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a Change Order. Change Orders may also impact the Project timeline. You understand that, in all instances, Routeware's compensation will be based upon the work actually performed and expenses actually incurred.

City of New Braunfels

Signature:	Date:	
Name (Print):	Title:	
Routeware Global		
Signature:	Date:	
Name (Print):	Title:	
Please sign and email to Cable Hogue at chogue@routeware.com or fax to (503) 906-8544		

Reviewed By:



I. Introduction

This Statement of Work ("SOW") and any addenda attached hereto, sets forth the deliverables associated with the Routeware implementation of licensed software/subscription services (hereafter "Product" or "Services") as determined by the applicable Master Sales and License Agreement and Professional Services Agreement, hereafter "Agreement", executed by The City of New Braunfels ("Licensee" or "Customer" or "Subscriber") and Routeware ("Licensor" or "Provider").

II. Confidentiality Statement

This SOW, including all attachments, copies and derivatives thereof, is considered Routeware Confidential Information, is subject to all obligations of confidentiality set forth in the Agreement.

III. Scope and Objectives

This SOW and attached Addenda set forth the Scope and Objectives, Project Stages, Project Governance and Objectives, Gate Checks and Lifecycle Stages, and Change Management, applicable to the implementation of the Product or Services as further identified within the Routeware line of business below:

□Routeware (RCC) □Digital Depot (DD) ⊠EnCORE (CORE) □ReCollect (RC) ⊠EasyRoute (ER)

IV. Routeware's Gate Checks within Lifecycle Stages

Routeware will develop a Project Plan to manage the implementation lifecycle and to report on progress. Any requests for deviations to the Project Plan will be documented, reviewed and approved by the respective project managers for Customer and Routeware. In addition, a summary of requested changes will also be reviewed during the scheduled Gate Check reviews. Changes must be mutually approved by both parties.

As part of its standard and proven project execution, Routeware will structure the project into several phases designed to ensure success. Routeware will work collaboratively with Customer to develop a plan that details requirements, assigns responsibilities, and sets due dates – to best achieve the goal of meeting the designated go-live date with a minimum of business disruption. From the onset of the project, Routeware will assign a core implementation team.

Routeware will execute Gate Check reviews at the completion of the System Configuration, Implementation, and Customer Readiness stages of the project lifecycle. The Gate Check reviews provide the following:

Project summary report-out by stage

- What was the plan, what has been accomplished, summarize deliverables
 - o Identify any Gaps, Opportunities and High-Risk items
 - Project performance to baseline (hours reporting and forecasting)
 - Assess team's progress and readiness to advance to next stage



V. Project Stages, Activities and Deliverables

Routeware uses the following implementation approach to ensure project success:

Stage 1 – Initiation

Description: The Initiation Stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware and Customer project team members.

1.1. Key Activities

- 1.1.1.Project Kick-Off
- 1.1.2. Develop Implementation Plan/Key Milestones
- 1.1.3. Complete Pre-Implementation Documents

1.2. Key Deliverables

- 1.2.1.Routeware
 - 1.2.1.1. Draft Project Plan
- 1.2.2.Customer
 - 1.2.2.1. Pre-Implementation Documents
- 1.3. Approvals/Sign-Off

1.3.1.Initial Project Plan

Stage 2 – System Configuration

Description: The System Configuration Stage includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware's best practices for a specific customer's needs, and the import of customer data. This "Future State" is documented, reviewed and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the customer provided access to the solution.

2.1. Key Activities

- 2.1.1. Review, Document, and Approve Business Requirements
 - 2.1.1.1. Scenarios
 - 2.1.1.2. Reporting
 - 2.1.1.3. Integrations
 - 2.1.1.4. Data Import
- 2.1.2. Define, Configure, Document, and Approve Future State
- 2.1.3. Conduct Status Meetings
- 2.1.4. Update Project Plan
- 2.1.5.Install Solution(s)

2.2. Key Deliverables

2.2.1.Routeware

- 2.2.1.1. Session Agendas
- 2.2.1.2. Documented Business Requirements
- 2.2.1.3. Environment Provisioning/Solution Installation
- 2.2.1.4. Data Import
- 2.2.1.5. Solution Configuration (Users, Customers, Equipment, Routes, Codes, etc.)



- 2.2.1.6. Definition Gate Check
- 2.2.1.7. Project Plan Revisions
- 2.2.2.Customer
 - 2.2.2.1. Approved Business Requirements
 - 2.2.2.2. Provide Data for Import (in Approved Format)
 - 2.2.2.3. Approved Future State Configuration
 - 2.2.2.4. Enumeration of Test Plans

2.3. Approvals/Sign-Off

- 2.3.1. Business Requirements
- 2.3.2. Initial Solution Configuration
- 2.3.3.Validation of Data Import
- 2.3.4. Revised Project Plan

Stage 3 – Implementation

Description: The Implementation Stage includes progressive "targeted" training and begins the Solution Familiarization process for key users, along with the creation of a validation plan to be used during the Customer Readiness Stage. The Routeware team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being "Solution Complete".

3.1. Key Activities

- 3.1.1. Targeted Training on Data Maintenance, Transactions, etc.
- 3.1.2. Solution Familiarization Exercises
- 3.1.3. Drafting Solution Validation Plan
- 3.1.4. Creation of Scenario-based Training Plan
- 3.1.5. Solution Complete Milestone
- 3.1.6. Conduct Status Meetings
- 3.1.7. Update Project Plan

3.2. Key Deliverables

- 3.2.1.Routeware
 - 3.2.1.1. Session Agendas
 - 3.2.1.2. Targeted Training
 - 3.2.1.3. Final Solution Configuration
 - 3.2.1.4. Implementation Gate Check
 - 3.2.1.5. Project Plan Revisions
- 3.2.2.Customer
 - 3.2.2.1. Solution Familiarization Activities
 - 3.2.2.1.1. Data Maintenance
 - 3.2.2.1.2. Transaction Practice
 - 3.2.2.2. Solution Validation Plan
 - 3.2.2.3. Usage Documentation and/or Standard Operating Procedures (SOPs)

3.3. Approvals/Sign-Off

3.3.1. Revised Project Plan

Stage 4 – Customer Readiness

Description: The Customer Readiness Stage includes Scenario-based Training, followed by the Customer's end-to-end validation of the solution across business scenarios/use cases identified and



configured during the System Configuration and Implementation Stages. Scenario-based training typically conducted with customer-identified "Super Users" - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the Super Users complete an end-to-end example themselves using the "happy path", a clean, wellexecuted process without exceptions. Upon completion of the Validation Plan, the milestone of "Solution Acceptance" is confirmed by the Customer, and the project transitions into the Go Live Stage.

4.1. Key Activities

- 4.1.1. Scenario-based Super User Training
- 4.1.2. Solution Validation (User Acceptance Testing, UAT)
- 4.1.3. Creation of End-User Training Plan
- 4.1.4. Solution Acceptance Milestone
- 4.1.5. Conduct Status Meetings
- 4.1.6. Update Project Plan

4.2. Key Deliverables

- 4.2.1.Routeware
 - 4.2.1.1. Scenario-based Training
 - 4.2.1.2. Readiness Gate Check
 - 4.2.1.3. Project Plan Revisions
- 4.2.2.Customer
 - 4.2.2.1. Solution Validation Activities
 - 4.2.2.2. End-User Training Plans

4.3. Approvals/Sign-Off

4.3.1. Revised Project Plan

4.3.2. Solution Acceptance

Stage 5 – Go Live

Description: The Go Live Stage includes final training and practice for End Users and Drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical "operational exceptions" encountered on a day-to-day basis. The final system cutover is performed and Routeware provides assistance to Customer during the Go Live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to Support and project closeout.

5.1. Key Activities

- 5.1.1. End User Training and Practice
- 5.1.2.Go Live Cutover
- 5.1.3. Issue Management and Stabilization
- 5.1.4. Transition to Support
- 5.1.5. Project Closeout

5.2. Key Deliverables

- 5.2.1.Routeware
 - 5.2.1.1. Go Live Cutover and Stabilization Assistance
 - 5.2.1.2. Issue Management and Resolution
 - 5.2.1.3. Transition to Support
 - 5.2.1.4. Project Closeout
- 5.2.2.Customer



5.2.2.1. End User Training and Practice

5.2.2.2. Issue Triage and Management

5.3. Approvals/Sign-Off

5.3.1. Project Closeout

VI. Out of Scope

• There are no required integrations with other systems.

VII. Assumptions

- All data to be imported will be provided in the Routeware-approved CSV or XML format, and will not require transformation during the import process.
 - The data import process will validate the integrity of the data, and exceptions provided back to the Customer for resolution prior to final import.
- The Routeware Project Manager will be the primary contact throughout the project, will coordinate the efforts of Implementation Consultants and Subject Matter Experts (SMEs) throughout the project, and will establish a cadence of Status Meetings with Customer.
- City of New Braunfels will be able to provide minimum; road network data, property data (including latitude, longitude, address information, unique number reference if available) and route data. If using the hosted version, all data must be provided at least 2 weeks in advance of the training for it to go ahead as scheduled.

VIII. SOW Change Order

Changes to an SOW will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated Fees and schedule for the performance of the applicable Services. Upon Routeware's receipt of a Change Order request from Customer, Routeware will promptly notify Customer if Routeware believes that the Change Order request requires an adjustment to the Fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the Fees and/or schedule, as applicable. During such negotiations, Routeware may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the Change Order request unless and until the parties have executed an applicable Change Order. Any time and materials that are required to evaluate a Change Order request are billable at Routeware's then-current standard rates.

IX. Pricing

An estimate for the Routeware Professional Services stated herein is set forth in the Order Form(s) # <u>Q-03510</u> and is based on Time and Materials required as related to the Product or Service, Routeware's current understanding of Customer's business requirements, and the expected future state of the project or a Fixed Fee. Any new SOW or changes or requests for additional services hereunder shall incur additional charges billed at Routeware's then current rates.

The estimated fees are provided for budgetary purposes only. Fees to Professional Services will be billed on either a Time and Materials or Fixed Fee basis, as specified below, and shall be payable to Routeware in consideration for the Professional Services provided under this SOW.



⊠Time and Materials □Fixed Fee

Professional Services	Description	Hours	Rate	Total
Project Management	Project Planning, Resource Coordination, Status Reporting, Budget, Risk and Issue Management	40	\$225	\$9,000
Implementation Consultant(s)	Requirements Confirmation, Solution Configuration, Documentation, Training, Go Live Assistance	100	\$225	\$22,500
Data Import	Initial Data Import	120	\$225	\$27,000
EasyRoute Training & Optimization Guidance	EasyRoute On-Site Training (3 Days)	20	\$225	\$4,500
EasyRoute Support Pack	EasyRoute Support Service Pack (30 Hours)	30	\$225	\$6,750
TOTALS		310	\$225	\$69,750

Fees shall be payable in accordance with the terms of the Governing Agreement. Fees do not include charges for any taxes imposed by any government authority on the provision of Professional Services to you, and you shall pay any such taxes upon our invoice, including without limitation any sales or use tax a governmental authority may impose on the provision of Professional Services to you (but excluding any taxes based upon our net income).



In addition to paying the fees described above, you will reimburse us for reasonable travel, lodging and other expenses incurred in connection with Professional Services under this SOW, provided that such expenses shall not be reimbursable unless (a) the expense or cost is pre-approved by you in writing or via email, and (b) we have provided you with receipts or other documentation reasonably substantiating such expenses or costs as part of the reimbursement request.



Acceptance and Authorization

IN WITNESS WHEREOF, the duly authorized signatories of the parties have executed this Statement of Work as of the dates set forth below.

The City of New Braunfels	Routeware Inc.
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: