

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Public Transit

Council Meeting Date: 4/24/2014

Department Contact: Kim Smith

Phone # 256-427-6831

Contract or Agreement: Agreement with RouteMatch Software Inc.

Document Name: Agreement with RouteMatch Software Inc.

City Obligation Amount: 37,520

Total Project Budget: 37,520

Uncommitted Account Balance:

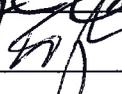
Account Number: 01-8700-0508-3400

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Federal Transit</u>	<u>Grant Name:</u> Section 5307 Operating and Capital Grant
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Department	Signature	Date
1) Originating		4-16-14
2) Legal		4-21-14
3) Finance 		4/21
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 4/24/2014

Action Requested By:
Public Transit

Agenda Item Type
Resolution

Subject Matter:

Resolution requesting an agreement with RouteMatch for Annual Support of Public Intelligent Transportation System.

Exact Wording for the Agenda:

Resolution requesting an agreement with RouteMatch for continued Annual Support.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

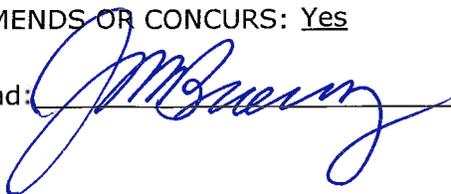
This resolution requests an agreement with RouteMatch for the continued annual support of the software and hardware for the dispatching/scheduling/GPS system currently in place.

Associated Cost: 37,520

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____



Date: _____

4-16-14

RESOLUTION NO. 14-_____

WHEREAS, the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with ROUTEMATCH Software, Inc., for annual support of the Public Intelligence Transportation System currently in place, which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville, Alabama, and ROUTEMATCH Software, Inc., for the provision of annual support for the Public Intelligent Transportation System" consisting of a total of (4) pages, with the signature of the Council President, and the date of April 24, 2014, appearing on the margin of the first page, a copy of said document being permanently on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2014.

President of the City Council of the
City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2014.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

**AGREEMENT BETWEEN THE CITY OF
HUNTSVILLE, ALABAMA AND ROUTEMATCH
SOFTWARE, INC. FOR THE PURCHASE OF
CUSTOMER SUPPORT SERVICES**

**AGREEMENT FOR THE
PURCHASE OF CUSTOMER SUPPORT SERVICES**

THIS AGREEMENT Between the City of Huntsville and RouteMatch Software, Inc. for the Purchase of Customer Support Services (the “Agreement”) as referenced above and is entered into on this the 24th day of April, 2014 (the “Effective Date”), by and between the City of Huntsville, Alabama (City) and RouteMatch Software, Inc. (RouteMatch).

WHEREAS, the City utilizes a proprietary intelligent public transportation system (the “System”) designed and implemented by RouteMatch; and

WHEREAS, the City requires ongoing customer support services for the software utilized by the System (the Software); and

WHEREAS, Routematch is uniquely qualified to provide the said customer support services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.0 Customer Support Services. In consideration of the payment of the Customer Support fees as set forth herein, during the Term, ROUTEMATCH will provide the technical support services described below (the “Customer Support”):

(a) Phone Support. ROUTEMATCH will provide technical support by phone twenty-four (24) hours a day, seven days a week. Customer Support Personnel will be available for live consultation from 8:00 AM – 5:00 PM(EST) and will return all calls within 60 minutes. After hours and emergency support will be available via a pager by which, upon licensee leaving a message on the ROUTEMATCH Support Voice Mail, a customer support technician will contact the customer within 60 minutes. Upon the initiation of a support event, email alert notifications will be sent to licensee containing a unique tracking identification number.

ROUTEMATCH will use its best efforts to remedy all support events via remote and/or on-site support (as appropriate) in a commercially reasonable time frame.

(b) Updates. ROUTEMATCH will provide all Updates to the City without charge. These updates and patches will be provided on CD or other acceptable electronic means. For purposes of this Agreement, the term "Updates" refers to modifications, improvements, patches fixes and minor changes to the software, which may be indicated by internal, incremental numeric changes smaller than "1" unit (i.e. release 1.1 to 1.2). During the term of this Agreement, RouteMatch shall, at no additional charge or fee to the City, promptly provide the City with all Updates.

(c) Upgrades. ROUTEMATCH will provide all Upgrades to the City without charge. These upgrades will be provided on CD or other acceptable electronic means. For purposes of this Agreement, the term "Upgrades" refers to major changes or to a new release of the System software, including without limitation any new major release of the Software. Upgrades to the Software are normally indicated by incremental numeric changes as "1" whole units (i.e. release 1.0 to 2.0). During the term of this Agreement, RouteMatch shall, at no additional charge or fee to the City, provide the City with all Upgrades.

(d) Customer Support Website. ROUTEMATCH will provide the City access through a unique, secure password to the Customer Support Website ("CSW"). The CSW will be maintained for customers only and contain information regarding the Software, Customer Support, Professional Services, and other helpful information. The CSW will also provide access to the most up to date Documentation, new case submittal forms, and available releases. Customers submitting cases or requests through the CSW will receive confirmation of receipt within one (1) business hour of submittal.

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

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

(g) Scheduled Web Training Classes. Each year, ROUTEMATCH will provide up to five (5) of the City's authorized users access to five (5) of ROUTEMATCH's

regularly schedule Web-Training classes free of charge. ROUTEMATCH will routinely publish a schedule of available training classes and subjects on the CSW.

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

(i) Repair Responsibility. ROUTEMATCH shall use its best efforts to remedy any material non-conformity in the Software as soon as possible given the scope and nature of the material non-conformity and its impact on the City's business.

2.0 Term. The term of this Agreement shall be three (3) years commencing on the Effective Date.

3.0 Contract Price. The City agrees to pay RouteMatch (1) the sum of Thirty-Seven Thousand Five Hundred-Twenty Dollars (\$37,520.00) for the first year of the Term, and (2) thereafter during the Term, in an amount equal to the amount that the City paid in the year immediately preceding the current year, plus two percent (2%), as consideration for the continued annual support and related services for the Para-transit and Fixed Route system and (3) the sum of One Thousand Six Hundred and Fifty Dollars (\$1,650) annually as consideration for the continued annual support of the Fixed Route Wireless Message Board.

The City agrees to pay RouteMatch annual support fees for the addition of any users or vehicles as outlined below:

RM User Technical Support	\$875.00
RM Vehicle Technical Support	\$238.70
AVL Vehicle Technical Support	\$147.35
RM Mobile Technical Support	\$145.20

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

ROUTEMATCH SOFTWARE, INC.

Attest:

By :

 _____

Its: Contract Manager

CITY OF HUNTSVILLE
a municipal corporation
in the State of Alabama

Attest:

Charles E. Hagood

Its: Clerk-Treasurer

By: _____
Tommy Battle

Its: Mayor

STATE OF ALABAMA)
COUNTY OF MADISON)

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By :



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a municipal corporation
in the State of Alabama

Attest:

Charles E. Hagood

Its: Clerk-Treasurer

By: _____
Tommy Battle

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