



Order Form

Routeware, Inc.

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Order #: Q-08018-1
Agreement Term: 36 Months
Offer Good Through: 6/22/2024

Phone: (503) 906-8500
Email: info@routeware.com

Ship To
Scott Carr
Broken Arrow Municipal Authority
1700 W Detroit St
Broken Arrow, Oklahoma 74012
United States
(918) 951-3059
scarr@brokenarrowok.gov

Bill To
Broken Arrow Municipal Authority
PO Box 610
Broken Arrow, Oklahoma 74013
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Scotty Shreve		sshreve@routeware.com	Net 30

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to Broken Arrow Municipal Authority 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, Inc. The recipient of this document agrees to inform present and future employees of Broken Arrow Municipal Authority 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, Inc.'s express written consent.

Routeware, Inc. 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

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Routeware Professional Services	Per Hour	100	USD 225.00	USD 22,500.00
Services TOTAL:				USD 22,500.00

Payment Terms -

For all other services, Company will submit invoices for services to the Customer by the 10th of the month following the month in which Company provided services and Company's invoice will have a date, an invoice number, a purchase order number and a description of the goods or services.

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>

Password: RWClient1!

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.

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.

Professional Services Project Terms:

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.



Approved As
To Form:

Danny Littlefield

Deputy City Attorney

Curtis Green

Broken Arrow Municipal Authority

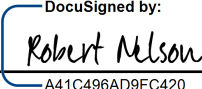
Signature: *Kenneth Schwab*

Date: 5/31/2024

Name (Print): Kenneth Schwab

Title: Acting City Manager

Routeware, Inc., and affiliates

Signature: 


Date: May 31, 2024

Name (Print): Robert Nelson

Title: VP, Accounting

Please sign and email to Scotty Shreve at sshreve@routeware.com

FOR INTERNAL USE ONLY

Reviewed By: 



Statement of Work

This Statement of Work ("**SOW**"), effective as of the date this SOW first becomes fully executed (the "**SOW Effective Date**"), is entered into pursuant to, and is governed by the terms of, the applicable Master Sales and License Agreement ("**MSLA**") and Professional Services Agreement ("**PSA**"), hereafter "Agreement" (as amended and modified to date and together with all schedules, exhibits, order forms, and other attachments thereto and any agreement governing such agreement or addendum, the "**Governing Agreement**") between the customer named on the first page of this SOW ("**Customer**", "**you**", or "**your**") and Routeware, Inc. ("**Routeware**", "**Company**", "**our**", "**we**" or "**us**"). This SOW governs our provision of certain professional services ("**Professional Services**") as further set forth below. In the event of a conflict between a business term set forth in this SOW and a corresponding business term in the Governing Agreement, this SOW controls.

Scope and Description of Services

Customer Name:	Broken Arrow Municipal Authority
Customer Contact:	Scott Carr
Customer Contact Email:	scarr@brokenarrowok.gov
Project Name:	Munis > RCC Integration
Term:	12 months from SOW Approval Date
Customer PO Number:	
Routeware Quote Number:	Q-08018

We will provide the following Professional Services pursuant to this SOW:

Context:

- Broken Arrow requires a one-way batch file interface between Munis and Routeware.
- The interface will support the export of Customer and Location information from Munis to Routeware.

You agree and acknowledge that our ability to successfully complete the Professional Services is dependent on accurate and complete scoping of the effort required ("**Scoping Activities**"), and on your identification of non-standard systems, newly-released or older versions of software used by you that may impact our provision of the Professional Services ("**Scoping Information**"). You represent that you have provided to us all relevant Scoping Information known to you.

You (and to the extent you utilize third parties who will be involved in the Professional Services provided by us hereunder ("**Third Party Consultants**"), your Third Party Consultants) will (a) provide us with reasonably requested and timely information, access, resources and approvals to assist us with its provision of Professional Services, and (b) will use diligent efforts to work with us to ensure timely completion of Professional Services (collectively, "**Required Assistance**"). You acknowledge that the required Assistance will require collaboration between us and you and/or your Third Party Consultants, and will require your active and sustained participation in order to be completed in a timely, effective and complete manner.

Specifications

The Professional Services to be provided under this SOW shall conform to the following specifications:

Operational Specifications:

- Routeware will create a BrokenArrow_Dev RCC environment for the development and testing of the following work.
- Munis will be the source of truth for all data elements related to customer accounts, and service levels.
- Routeware will be the source of truth for route configurations.
- Routeware will install an SFTP directory to facilitate passing data files between Munis and Routeware
- Routeware will consume the Munis exports to sync the common data fields.
 - If a customer exists in RCC but is no longer part of the Munis dataset Routeware will place all containers at this location in an "OnHold" status to let drivers know that they shouldn't service this location while retaining the routing information of the location.
 - When a new account is activated at this location, like containers will inherit routing information from the "OnHold" account and the "OnHold" account will be fully disabled.
 - Any new containers that can't be matched to an existing or historic route assignment will be assigned to an "Unknown" route to be assigned by Broken Arrow end users.

- If ServiceFactor is greater than or less than the total count of container types corresponding to the Service Code containers will be added or disabled accordingly.

Data Prep Specifications:

- Munis does not store any routing information. Therefore, Routeware will attempt to match account information from Munis to account information in the current Broken Arrow RCC server. Match criteria will be evaluated based on similar account numbers and container types.
 - Any addresses that are unable to be matched will be installed with assumed containers and assigned to an "Unknown" route to be assigned to routes by Broken Arrow end users.

Data Mapping:

Customer Type	Account Type Code "R" = Residential "MF" = Mult-Family "C" = Commercial "NS" = Residential
Customer Number	CIS - "Customer Number"
Customer Name	CIS - "Customer Name1"
Full Street Address	CIS - "Formatted Service Location Address"
City	CIS - "City"
State	CIS - "State"
Zip	CIS - "Zip" (Left, 5)
Container Description	If ServiceCode = 30000 - Refuse 30020 - Refuse 30100 - Refuse 30200 - Recycle 30210 - Recycle 30300 - Green Waste 30310 - Green Waste Add additional containers as indicated by ServiceFactor
Container Size	All = 96g
Customer Phone #	CIS - Phone
Location ID	CIS - Account#
Container Serial Number	Pull from Current RCC Data. Unknowns = RW Generated
Container On Hold?	IF "Service stop date" <=[today], True If customer is missing from Munis export, True

Deliverables

The following Work Product created by us through Professional Services will be subject to acceptance testing ("Deliverables"). For the avoidance of doubt, we retain all right, title and interest in and to all Work Product and Deliverables created and/or provided by us under this SOW.

- As outlined in the Specifications Section:
 - Establish and configure 'BrokenArrow_Dev' RCC Server.
 - Establish SFTP Directory
 - Build and Test the processes for consuming data update files and making the appropriate updates to data

in RCC.

- Assist Broken Arrow in validating the installed integration.
- Either move the Munis integration to the current Broken Arrow RCC server
 - OR
- Migrate Broken Arrow's RCC and rwMobile users over to the BrokenArrow_Dev server.
 - It's likely that migrating end-users to BrokenArrow_Dev and converting BrokenArrow_Dev into a production server will be the best option for data continuity reasons. The final decision will be determined at the conclusion of integration testing.

Out of Scope

The following items are deemed out of scope and will not be part of the Professional Services provided by us under this SOW:

- Any services not specifically mentioned in the Deliverables section of this document will be considered out of scope. If additional services are requested a Change Order or additional Scope of Work will be required.

Change Orders

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.

Acceptance Testing

The Deliverables set forth above are subject to your acceptance to verify that they substantially conform to the scope and description of services set forth above, and any written specifications set forth in or attached to this SOW (the "**Acceptance Criteria**"). Upon completion of the Professional Services set forth in a SOW (or milestone portion thereof subject to separate acceptance testing if set forth in this SOW), we will notify you of completion, and you will promptly review and inspect the associated Deliverables based on the Acceptance Criteria and notify us within ten (10) calendar days of its receipt of our completion notice (the "**Review Period**") whether the Deliverable(s) are accepted or rejected. If you reject the Work Product, you will provide written notice of rejection to us specifying the reasons for the rejection and the specific failures under the Acceptance Criteria. Following our receipt of a rejection notice, we will use commercially reasonable efforts to correct the Deliverables and any associated Work Product and resubmit it for additional testing, in which case you will re-inspect the revised Deliverables using the procedures set forth above. If you do not respond to us by the end of the Review Period, the Deliverable(s) will be deemed accepted by you as if you had provided a written notice of acceptance.

Assumptions/Risks

- This SOW is based on current assumptions and information currently known as of the SOW Effective Date. During the provision of Professional Services, we will engage in Scoping Activities and gather Scoping Information about your requirements and use cases as described above. In the event of supplements or changes to project scope, Scoping Information, requirements, deliverables, or other factors, the scope of the Professional Services may change, necessitating a Change Order mutually agreed by the Parties. This Change Order may affect scope, timeline and/or proposed cost.
- The failure to provide Required Assistance by you or any of your Third-Party Consultants may result in delays in the completion of Professional Services, which delays will not be our responsibility, and may result in delays in completion of Professional Services and/or the need for a Change Order to account for changes in scope, timelines, and/or fees. You also agree and acknowledge that you will hold us harmless from any delays, incremental costs, or other liability resulting from the acts or omissions of your Third-Party Consultants.
- Inclement weather and other events beyond our reasonable control (e.g., that creates dangerous or unsafe working conditions for our personnel) may impact our ability to provide Professional Services, and/or may impact our ability to meet the target dates set forth in this SOW.
- The project manager assigned to this project is assigned to you for the duration of this SOW only. Following project

completion, we will provide direction to you for day-to-day interactions relating to the Professional Services provided hereunder.

- Key Factors for a Technical Integration
 - Endpoints will be available prior to our work beginning along with all required documentation.
 - Direct SME-to-SME communication channels are required.
 - Any custom integration may require technical expertise from someone outside the Customer which would be provided at Customer expense
 - Any delays or blockers will put the project at risk
 - Time-to-address any technical issues during the project will be a driver of the schedule
 - Regular schedule of tech team sessions to review progress, but “real time” ability to communicate

Fees

An estimate for the Routeware Professional Services stated herein is set forth in the Order Form(s)Q-08018 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. 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 a Time and Materials basis for the hours incurred, and shall be payable to Routeware in consideration for the Professional Services provided under this SOW.

Professional Services	Description	Hours	Rate	Total
Project Management	Project Planning, Resource Coordination, Status Reporting, Budget, Risk and Issue Management	20	\$225	\$4,500
System Integration	Integration Mapping, Design, Development, Testing and Deployment	80	\$225	\$18,000
Total:		100		\$22,500

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. Final acceptance of this SOW will follow the formal quote which includes this document.

Broken Arrow Municipal Authority

By: Kenneth Schwab

Printed Name: Kenneth Schwab

Title: Acting City Manager

Date: 5/31/2024

Routeware Inc.

DocuSigned by:

By: Robert Nelson

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Printed Name: Robert Nelson

Title: VP, Accounting

Date: May 31, 2024

Approved As
To Form:



City Clerk

Curtis Green

Danny Littlefield
Deputy City Attorney

DS
AR