



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Ordinance: O-EN-049-2019

File Number: ORD-19:047

Enactment Number: O-EN-049-2019

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE RENEWAL OF THE ROUTEMATCH SOFTWARE FOR JET BUS SERVICES IN THE CITY OF JONESBORO

BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION ONE: That the JET Bus Systems of the City of Jonesboro, Arkansas needs to renew their services agreement with Routematch who is the current provider of software and cloud hosting for the bus routes of the JET system in the City of Jonesboro.



SECTION TWO: That the renewal amount is \$13,500 for the first year and \$12,000 for each subsequent year of the agreement. All other details of the agreement, including the scope of services to be provided, are set out in the attachment.

SECTION THREE: That the City Council in accord with the terms of A.C.A. Section 14-58-303 states that bidding in this matter is not practical and would lead to an interruption in services and a much greater expense to the City to transfer everything to a new software provider and hereby waives the requirement of competitive bidding.

PASSED AND APPROVED, this 20th day of August, 2019.

Routematch

ORDER FORM

Software Licenses			
Product	Quantity	Invoiced	Fees
Cloud Hosting - User Licensing	10	Under See Section 2(a) Below	\$12,000
Subtotal			\$12,000
Professional Services			
Product	Hours	Invoiced	Fees
Cloud Transition Services	10	Under See Section 2(a) Below	\$1,500
Subtotal			\$1,500
First Year Total			\$13,500
Ongoing Fees (beginning year 2)			
Cloud Hosting - User Licensing	3 Users	Under See Section 2(b) Below	\$12,000
Ongoing Total			\$12,000
Routematch Software, Inc.		Jonesboro Economical Transportation System	
Signature: 			
Name: 			

Terms and Conditions.

- 1. Integration.** This Order Form is entered into on _____, 2019 ("Effective Date") and is expressly incorporated into and governed by terms of the Software License and Services Agreement between Jonesboro Economical Transportation System ("Client") and Routematch Software, Inc. ("Company") dated October 20, 2011, and any and all prior amendments, change orders or addendums thereto ("Agreement"). In the event of any conflict between the terms of this Order Form, any Client purchase order, and the Agreement, the terms of this Order Form shall prevail.
- 2. Invoicing.** (a) Fifty percent shall be invoiced upon execution, and fifty percent shall be invoiced upon completion, defined as when, as applicable: (i) completion of all professional and installation services; (ii) delivery of hardware; (iii) access to and activation of the software, including but not limited to delivery of license keys, and/or access to the software in the Client's own environment or the Company provided hosted environment; (b) 1. Annually, sixty days in advance; 2. Ongoing Fees shall be invoiced on the Client's existing annual renewal date for such items, with such amounts pro-rated for that first year's invoice.
- 3. Fees and Payment.** Company shall send all invoices and correspondence respecting payment for this Order Form to (please type name and email): _____. Are annual purchase orders required by Client for Ongoing Fees or applicable renewals? Yes ___ No ___. First year and Ongoing totals represent only the products and services purchased above. Any future orders may affect the First Year or Ongoing Totals. Fees may increase annually after the first year of the Term no more than 10%. Pricing is valid for 90 days. Payment terms are net 30 days from date of invoice. When applicable, Company may seek to enforce all rights and remedies under Client's state-specific Prompt Payment statutes for overdue or outstanding invoices.
- 3. Modifications.** The deliverables are subject to modifications, enhancements, additions and subtractions of functionalities, features and display form and formats, from time to time ("Modifications") at Company's sole discretion. Such Modifications shall not materially diminish the functionality of the Deliverables provided, and the Deliverables shall continue to perform according to the description of the Deliverables agreed to in a Request for Proposal in all material aspects.
- 4. Professional Services.** The professional services provided by Company detailed herein shall be performed: (a) in a diligent, professional and workmanlike manner in accordance with best applicable industry practices; (b) in accordance with this Order Form; (c) by experienced and qualified personnel with the proper expertise, skills, training; and (d) in accordance with all applicable laws and regulations. No duties or responsibilities are assumed by Company other than those specifically set forth in this Order Form.
- 5. Confidentiality.** To the greatest extent possible under applicable state law, Client shall treat the pricing information contained in this Order Form as confidential and protect it from release to the public.

HOSTING SERVICES TERMS AND CONDITIONS

Amazon Web Services Terms. Client's use of the Amazon Web Services cloud hosting service is subject to the applicable product-specific terms and conditions provided by Amazon Web Services, Inc. at <https://aws.amazon.com/service-terms/>, as may be modified by Amazon from time to time.