

LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen ("City") and Routeware, Inc. ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the equipment and services as stated on the order form attached (Attachment A). (the "Project").

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after 365 days.

Consideration. Contractor agrees to provide the services stated above:

_____ at the rate of \$ per hour;

X for the lump sum payment not to exceed \$ 180,384; or

_____ progress payments in the total amount not to exceed \$.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws: Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

Kent Cagle Date
City Manager

Name: _____ Date
Title: _____



Order Form

Routeware Global

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Fax: (503) 906-8544
Email: info@routeware.com

Order #: Q-05595-1
Term: 36 Months
Date: 8/10/2023
Expires On: 9/30/2023

Ship To

Rebecca Bright
City of Killeen - TX
Solid Waste Dept
2003 Little Nolan Rd
Killeen, Texas 76542
United States
(254) 501-6376
rbright@killeentexas.gov

Bill To

City of Killeen - TX
2003 Little Nolan Rd
Killeen, Texas 76542
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Cable Hogue	(479) 659-1635	chogue@routeware.com	Net 10

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Killeen - TX 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 Killeen - TX 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

Software

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Perpetual License Transfer from Windows to Android	Each	42.00	USD 0.00	USD 0.00
Perpetual OBC Software License	Each	13.00	USD 1,500.00	USD 19,500.00
Software TOTAL:				USD 19,500.00

Hardware

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Camera Controller (Camera Not Included)	Each	45.00	USD 475.00	USD 21,375.00
Standard HD Camera for Camera Controller with Cable	Each	45.00	USD 90.00	USD 4,050.00
Monitor for Camera Controller	Each	3.00	USD 40.00	USD 120.00
Camera Power Kit	Each	45.00	USD 38.00	USD 1,710.00
XtremPro USB-F Jitter-bug Improved USB Digital Noise Filter Audio Playback	Each	42.00	USD 22.00	USD 924.00
Adjustable Flexible USB 2.0 Male to Female Extension Plug/Socket Adapter Cable	Each	42.00	USD 1.90	USD 79.80
Heavy Duty Tablet 10" Pro4 Tablet with Full Install Kit (Android TA4PRO)	Each	57.00	USD 825.00	USD 47,025.00
Hardware TOTAL:				USD 75,283.80

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Camera System Installation	Each	45.00	USD 380.00	USD 17,100.00
Vehicle Uninstall	Each	42.00	USD 300.00	USD 12,600.00
Vehicle Installation	Each	55.00	USD 380.00	USD 20,900.00
Services TOTAL:				USD 50,600.00

Support Fees These are recurring fees that will be added to the quarterly billing.

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
OBC Support Fee - Spare	Per Month	2.00	USD 77.50	USD 155.00
OBC Support Fee	Per Month	13.00	USD 77.50	USD 1,007.50
Cellular Data Charge (RD)	Per Month	13.00	USD 15.00	USD 195.00

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Picture Service Fee	Per Month	3.00	USD 8.00	USD 24.00
Support Fees TOTAL:				USD 1,381.50

Payment Terms -

Hardware and Software: 100% due upon execution and prior to shipment
 Support Fees: Due quarterly in advance per Support Plan terms and conditions
 100% of the upfront order total is due upon execution and prior to delivery

Additional Terms -

Travel and Expenses Estimate = \$33,500

Freight Expenses Estimate = \$1,500

Additional Terms:

IMEI numbers of the units being replaced:

353021100318087 - 353021100070399 - 353021100317535
 001102000459837 - 353021100316701 - 353021100422947
 353021100110443 - 353021100316891 - 353021100433498
 353021100317626 - 353021100423762 - 353021101513918
 353021100846277 - 353021101746930 - 353021101738879
 353021101878519 - 353021101875671 - 353021101874922
 353021101878923 - 353021101878493 - 353021101878915
 353021101878675 - 353021101875648 - 353021101872629
 353021101873296 - 353021101879293 - 353021101875770
 353021101875721 - 353021101870904 - 353021101872116
 353021101874914 - 353021101873288 - 353021101878337
 353021101879038 - 353021101876166 - 353021101874070
 353021101875754 - 353021101876893 - 353021101878063
 353021101870607 - 353021101871332 - 353021101872066

Additional Terms:

Two (2) units on this order will be used as spare units and Customer must contact Routeware to have the units activated once needed. At that time, activation for the units being replaced will be suspended. Applicable Software and/or Support Fees at then-current rates will apply immediately if/when spare units are deployed as new units, as opposed to replacements for existing units.

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.

<https://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.

City of Killeen - TX

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:

Heavy Duty 10" Pro Android

The rugged heavy duty (HD) 10" pro Android tablet brings seamless workflow to industrial environments. MIL-STD-810H-certification and IP68* rating , along with the IP68-rated S Pen, all together means your team will be productive regardless of the elements. The HD tablet features a large screen, for easier visibility and functionality, even with gloved hands. And with LTE & 5G, your team will always be connected.



Tablet Specification

IP Rating	IP68*
Mil Spec Rating	MIL-STD-810H
CPU/Processor	2.4GHz, 1.8GHz Octa-Core
Speed/Type	1920 x 1200 (WUXGA)
Main Display Size	10.1"
S Pen Support	Yes
Camera Resolution (Front)	8.0 MP
Camera Resolution (Rear)	13.0 MP
Internal Memory	64GB Storage, 4GB RAM
External Memory Support	MicroSD (Up to 1TB)

WiFi	802.11 a/b/g/n/ac/ax 2.4G+5GHz,HE80,MIMO,1024-QAM
USB	USB 3.2 Gen 1
Bluetooth	Bluetooth v5.2 NFC (eSE)
Ant+	Yes
GPS	GPS, Glonass, Galileo, Beidou, QZSS
Earjack	3.5mm Stereo
Operating System	Android 13

Cradle Specification

- High strength composite material
- Protective skin combines a hard plastic shell with soft, shock-absorbing rubber
- Key-locking powered dock
- Uses the "C" sized RAM Mount hardware
- USB Type-C fast charging through dock or through tablet skin when undocked
- Dual USB Type-A for peripheral connection

* What does IP68 mean? Water and dust proof connectivity products are defined by Ingress Protection (IP) numbers. The first digit after IP indicates the part's protection against solid objects like dust and sand. This number can range from 0 (no protection) to 6 (indicating 100% protection). The second digit after IP indicates the part's protection against liquids. It ranges from 0 to 8. IP68 equipment is most commonly found in the connectivity market. It is 100% protected against solid objects like dust and sand, and it has been tested to work for long periods of time immersed in water under pressure.