RouteSmart
TECHNOLOGIES

Amendment No.1 to CoF Contract No. 2012-0150
QUOTATION # 03042014B_Franklin_RSNaviPilot
Date: 03/19/2014
Customer #: 51348768   Contract #:

RouteSmart Technologies, Inc.
8850 Stanford Blvd.
Suite 3250
Columbia, MD 21045
Phone: 800/977-7284
Fax: 410/290-0334

Quote is valid from: 03/19/2014 To: 05/31/2014

City of Franklin
109 3rd Avenue
Franklin, TN 37064

Attention: Patrick Mustell
PHONE: (615) 794-1516
FAX: ( )
EMAIL: patrick.mustell@franklintn.gov

Qty	Description	Unit Price	Total
1	**RouteSmart Navigator 30-day Pilot Project** to include: • One (1) Nexcom VMC1000 hardware unit pre-loaded with RouteSmart Navigator software • Client will provide current workspace and route solutions • RouteSmart will load requested route(s) from provided workspace onto Nexcom unit • RouteSmart will coordinate one (1) on-site training visit to familiarize City staff in the use of RouteSmart Navigator application and hardware • RouteSmart will provide technical support for duration of pilot project • RouteSmart will coordinate a remote feedback and review session with City staff at the conclusion of the pilot project • Upon completion of 30-day pilot project, the Nexcom VMC1000 hardware unit (and all supporting components) must be returned to RouteSmart Technologies, Inc. no later than 45 days from the beginning of the evaluation cycle to avoid additional charges	$5,000	$0

Invoicing Terms
- Hardware unit must be returned to RouteSmart Technologies, Inc. no later than 45 days from the beginning of the evaluation cycle to avoid a fee of $5,000.
- Travel & expenses for up to one (1) site visit included, but should the City request additional on-site work, travel and expenses will be billed as incurred pursuant to GSA per diem rates for Williamson County, TN.

Item Total	$5,000
Sub Total	$5,000
Estimated shipping & handling	$0
Contract pricing adjustment	-$5,000
Total (Excludes applicable sales tax)	$0

Quoted by: Jessica Cearfoss	Account Manager: Jessica Cearfoss
Email: jcearfoss@routesmart.com	Email: jcearfoss@routesmart.com

Acceptance of this quotation is pursuant to CoF Contract No. 2012-0150, to which this quotation shall be Amendment No. 1. This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

This offer is limited to the terms and conditions referenced herein.

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BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, sign below and return this quotation to indicate your acceptance. RouteSmart Technologies address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax RouteSmart Technologies the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your RouteSmart Technologies representative if additional information is required to complete your request.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services effective from the date of termination. All maintenance fees from the date of termination will be due and payable if you decide to reactivate your maintenance coverage at a later date.

Acceptance of this quotation is pursuant to CoF Contract No. 2012-0150.

By signing below, you are authorizing RouteSmart Technologies to issue invoices for the items included per payment terms detailed in the above quote in the amount of: $5,000.00, plus sales taxes if applicable, should the hardware unit (and all supporting components) not be returned within 45 days of the beginning of the pilot project, plus any authorized, additional travel and expenses (if applicable).

Please check one of the following:
____ I agree to pay any applicable sales tax.

__X__ I am tax exempt, please contact me if exempt information is not currently on file with RouteSmart Technologies.

For Customer:

_____
Signature of Authorized Representative

Eric S. Stuckey
Name (Please Print)

City Administrator
Title

3/25/14
Date

For RouteSmart Technologies, Inc.

_____
Signature of Authorized Representative

Chris Walz
Name (Please Print)

Vice President
Title

3/19/2014
Date

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from RouteSmart Technologies, Inc. Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. RouteSmart Technologies reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide RouteSmart Technologies with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Quoted by: Jessica Cearfoss	Account Manager: Jessica Cearfoss
Email: jcearfoss@routesmart.com	Email: jcearfoss@routesmart.com
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APPROVED AS TO FORM

By Shauna R. Billingsley

Title City Attorney