Q-16165

# City of Clearwater, Solid Waste

**Routeware**

Routeware, Inc.
7719 Wood Hollow Dr.
Suite #150
Austin, TX 78731

| | |
|---|---|
| **Order** | Q-16165 |
| **Good Through:** | Feb 04 2026 |
| **Payment Terms:** | Net 30 |
| **Term** | 36 Months |

**Ship To**
Jacolby Washington
City of Clearwater, Solid Waste
1701 N. Hercules Ave.
Clearwater, Florida 33765
United States
jacolby.washington@myclearwater.com

**Bill To**
City of Clearwater, Solid Waste
PO Box 4748
Clearwater, Florida 33758-4748
United States

| Salesperson | Phone | Email |
|---|---|---|
| Tanner Kruis | | tanner.kruis@routeware.com |

## Statement of Confidentiality & Non-Disclosure

The parties acknowledge that the City of Clearwater is a government entity and subject to the Federal Freedom of Information Act and the Florida Public Records Act (Chapter 119, Florida Statutes). Notwithstanding anything contained herein to the contrary, the City shall not be responsible to Routeware for any disclosure of Confidential Information pursuant to the Act, Law, or other legal requirement.

Routeware 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.

# Routeware

## HARDWARE

| PRODUCT | UNIT | QTY | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| Monitor for Camera Controller | Each | 4 | $42.00 | $168.00 |
| Camera Power Kit | Each | 53 | $40.00 | $2,120.00 |
| Standard HD Camera for Camera Controller with Cable | Each | 206 | $95.00 | $19,570.00 |
| Video Service Hardware | Each | 53 | $205.00 | $10,865.00 |
| Camera Controller (Camera Not Included) | Each | 53 | $499.00 | $26,447.00 |
| | | | HARDWARE TOTAL (USD): | $59,170.00 |

## SERVICES

| PRODUCT | UNIT | QTY | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| SmartCity Implementation (Large) | Each | 1 | $19,125.00 | $19,125.00 |
| Camera System Installation | Each | 53 | $380.00 | $20,140.00 |
| Vehicle Installation | Each | 53 | $380.00 | $20,140.00 |
| Additional Camera Installation | Each | 153 | $190.00 | $29,070.00 |
| | | | SERVICES TOTAL (USD): | $88,475.00 |

## RECURRING SUBSCRIPTIONS

| PRODUCT | UNIT | QTY | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| SmartCity Base Fee | Annually | 53 | $331.20 | $17,553.60 |
| Solid Waste Operations | Annually | 53 | $2,042.40 | $108,247.20 |
| Premium Video System Fee | Annually | 53 | $732.00 | $38,796.00 |
| Picture Service Fee | Annually | 53 | $0.00 | $0.00 |
| In-Cab Interface (Tablet) | Annually | 53 | $660.00 | $34,980.00 |
| | | | SUBSCRIPTIONS TOTAL (USD): | $199,576.80 |

**Payment Terms -**

Hardware is invoiced seven (7) days after execution of the Order.

Software Fees are invoiced sixty (60) days after the Contract Start Date (the Effective Service Date).

Invoices for Recurring Subscriptions shall be issued annually in advance, with the initial invoice issued on the Effective Service Date and each subsequent invoice due on the corresponding date of each successive anniversary thereafter. The term of the Recurring Subscription(s) shall commence on the Effective Service Date.

**The Agreement shall not Auto Renew.** Customer understands that by waiving the Auto Renew provision, if no renewal or other Agreement in place at the end of the Current Term, the Services will terminate on the Recurring Subscriptions end date.

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.

This contract is made pursuant to The Houston-Galveston Area Council (HGAC) Cooperative Contract FL10-24a by and between Routeware, Inc. and HGAC, which commenced May 1, 2025 (the "HGAC Contract").

**Travel and Expenses ("T & E")** Not to Exceed: $23,251.25
T & E Expenses as incurred in the implementation of the project as described herein. Any additional services that require T & E may incur additional expenses.

**Fiscal Funding Out**. In the event no funds or insufficient funds are appropriated by the Customer's City in any fiscal period for any payments due hereunder, Customer will notify Company of such occurrence in writing at least thirty (30) days prior to the end of the then-current fiscal period, including documentation of defunding from the entity, and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Customer of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

**Additional Terms:**

If Data usage is greater than 1GB per vehicle per month, Routeware may limit network speeds or limit the actual downloading of video files.

**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.**

**Statement of Work (SOW) Additional Terms -**

Mutual agreement of the accompanying Statement of Work (SOW) or Work Authorization (WAF) for the implementation is required prior to contract execution.

Any Time and Materials hours included in this Order represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. Fixed Fee Pricing reflects Routeware's current understanding of the business requirements and the anticipated future state of the project. All fee and timeline estimates are based on the information

provided to-date, including system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, level of participation, complexity of 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, which 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.

**Subscription Hardware Additional Terms -**

All Hardware on this Order sold as a subscription is the property of Routeware. Throughout the term of this Order and at no additional cost to the Customer, Routeware will repair or replace defective Subscription Hardware purchased on this Order with a comparable unit, provided that, in Routeware's sole determination, the unit has not been damaged beyond normal wear and tear. Normal wear and tear includes battery/component failure, scratches and superficial damage to the top, bottom, and corners of the unit. That not covered under the replacement program includes, but is not limited to, damage from (a) drops, (b) immersion in water, (c) cracked screens caused by excess pressure or hard devices, or (d) deliberate damage to the unit. Unit replacement costs resulting from damage not covered by the warranty is the responsibility of Customer. Customer shall surrender to Routeware any computers that are replaced under this program. Notwithstanding any other agreements or clauses on this matter in this agreement or others, Routeware reserves the right to increase monthly service if, in Routeware's sole determination, units are routinely abused or mishandled to the point of failure. Refer to Section 7.2 of the Routeware Master Sales and License Agreement for additional warranty details. At the conclusion of the License Period, Customer shall return all Subscription Hardware to Routeware in good condition and working order. In the event the Customer does not return all Subscription Hardware, or the Subscription Hardware is damaged, lost, or stolen while in the Customer's possession, the Subscription Hardware will be deemed sold to Customer, and Customer agrees to pay the then-current list price (plus any applicable taxes) upon receipt of an invoice.

Accounts Payable Details:

Name:

Title:

Email:

Phone:

IN WITNESS WHEREOF, the Parties to the Order Form has caused it to be executed by their authorized officers as the day and year of the signatories below.

# City of Clearwater, Solid Waste

**Signature:** _____     **Date:** _____

**Name (Print):** _____     **Title:** _____

Purchase Order Details:

Purchase Order number: _____

Issuance of Purchase Order ("PO") in lieu of signature denotes acceptance of Order Form by Customer. Receipt of complete and accurate PO is required prior to Order execution.

# Routeware, Inc, and Affiliates

**Signature:** _____     **Date:** _____

**Name (Print):** _____     **Title:** _____

Please sign and email to Tanner Kruis at tanner.kruis@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:

# STATEMENT OF WORK

## Purpose

This statement of work ("SOW") and any addenda attached hereto, sets forth the deliverables associated with the Routeware Inc. implementation of licensed software/subscription services (hereafter "Product" or "Services") as determined by the applicable Master Sales and License Agreement and Professional Services Agreement, hereafter "Agreement", executed by the City of Clearwater, FL ("Licensee" or "Customer" or "Subscriber") and Routeware Inc. ("Licensor" or "Provider").

This SOW and attached Addenda set forth the scope and objectives, project stages, project governance and objectives, gate checks and lifecycle stages, and change management, applicable to the implementation of the Product or Services as further identified within the Routeware Inc. line of business below:

- ☒ **Smart City**
    - ☒ **Solid Waste**
    - ☐ **Snow/Sweep**
    - ☒ **Smart City Driver App – Routeware TaaS**
    - ☐ **Smart City Driver App – BYOD**
    - ☐ **GeoTab Devices**
- ☐ **ReCollect**
    - ☐ **Small Implementation**
        - ☐ **Collection Calendar**
        - ☐ **Waste Wizard**
        - ☐ **Sorting Game**
            - ☐ **Custom Artwork**
        - ☐ **Mobile App**
    - ☐ **Large Implementation – The addition of the features below triggers Large Implementation**
        - ☐ **Special Request Tool**
        - ☐ **Cart Request Tool**
- ☒ **Premium Video**
- ☐ **Compliance Publishing**

## Routeware Inc.'s Gate Checks

Routeware Inc. will develop a project plan to manage the implementation lifecycle and to report on progress. Any requests for deviations to the project plan will be documented, reviewed, and approved by the respective project managers for the Customer and Routeware Inc. In addition, a summary of requested changes will also be reviewed during the scheduled gate check reviews. Changes must be mutually approved by both parties.

As part of its standard and proven project execution, Routeware Inc. will structure the project into several phases designed to ensure success. Routeware Inc. will work collaboratively with the Customer to develop a plan that details requirements, assigns responsibilities, and sets due dates – to best achieve the goal of meeting the designated go-live date with a minimum of business disruption. From the onset of the project, Routeware Inc. will assign a core implementation team.

Routeware Inc. will execute gate check reviews at the completion of the Discover, Design, and Deploy stages of the project lifecycle. The gate check reviews provide the following:

### Stage 1 - Discover

The Discover stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware Inc. and Customer project team members. It also includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware Inc.'s best practices for a specific Customer's needs, and the import of Customer data.

### Stage 2 - Design

The "future state" is documented, reviewed, and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the Customer provided access to the solution. There will be progressive "targeted" training and begin the solution familiarization process for key users, along with the creation of a validation plan to be used during the Deploy stage. The Routeware Inc. team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being "solution complete".

### Stage 3 - Deploy

The Deploy stage includes scenario-based training, followed by the Customer's end-to-end validation of the solution across business scenarios/use cases identified and configured during the Discover and Design stages. Scenario-based training - typically conducted with Customer-identified "super users" - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the super users complete an end-to-end example themselves using the "happy path", a clean, well-executed process without exceptions. Upon completion of the validation plan, the milestone of "solution acceptance" is confirmed by the Customer. At go-live there is final training and practice for end users and drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical "operational exceptions" encountered on a day-to-day basis. The final system cutover is performed and Routeware Inc. aids the Customer during the go live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to support, and project closeout.

## Services

The scope of Services outlined below provides a breakdown of the key components and gate checks of the Routeware Inc. implementation and the corresponding deliverables provided by Routeware Inc. and the Customer.

|  | Routeware Inc. Deliverables | Customer Deliverables |
|---|---|---|
| **Discover** | **Key activities include:**<br>● Project kick-off<br>● Develop implementation plan/key milestones<br>● Complete pre-implementation documents<br>● Review, document, and approve business requirements:<br>   ○ Scenarios | **Key activities include:**<br>● Define/assemble project team<br>● Project planning<br>● Define measures of project success<br><br>**Key deliverables include:**<br>● Process questionnaires |

|  | | |
|---|---|---|
| | o Reporting<br>o Integrations<br>o Data workshop/Data import<br><br>**Key deliverables include:**<br>● Draft project plan<br>● Session agendas<br>● Documented business requirements<br>● Environment provisioning/solution installation | ● Provide documented process to model recommended configuration<br>● Provide sample data sets |
| **Design** | **Key activities include:**<br>● Define, configure, document and approve future state<br>● Conduct status meetings<br>● Update project plan<br>● Install solutions(s)<br>● Targeted training on data maintenance, transactions etc.<br>● Solution familiarization exercises<br>● Drafting solution validation plan<br>● Creation of scenario-based training plan<br>● Conduct status meetings<br><br>**Key deliverables include:**<br>● Data import (3 imports into test environment)<br>● Solution configuration<br>    o Users<br>    o Customers<br>    o Equipment<br>    o Routes<br>    o Codes<br>    o Other applicable data<br>● Session agendas<br>● Targeted training<br>● Final solution configuration<br>● Design gate check<br>● Project plan revisions | **Key activities include:**<br>● Customer completes recommended Product training<br>● Attend all system configuration sessions<br>● Complete all action items after each system configuration session<br>● Required configuration and testing<br>● Internal process review<br>● Attend all design sessions<br>● Complete solution familiarization exercises<br>● Attend all status meetings<br>● Begin work on change management activities<br><br>**Key deliverables include:**<br>● Approved business requirements<br>● Provide data for import<br>    o Accepted file formats include .csv or .xml<br>    o Updated data sets as required<br>● Approved future state configurations<br>● Enumeration of test plans<br>● Solution familiarization activities<br>● Data maintenance<br>● Transaction practice<br>● Solution validation<br>● Usage documentation and/or standard operating procedures (SOPs)<br>● Approval/sign-off |
| **Deploy** | **Key activities include:**<br>● Scenario-based super user training<br>● Solution validation (user acceptance testing, UAT)<br>● Creation of end-user training plan<br>● Solution acceptance milestone<br>● Conduct status meetings<br>● Update project plan | **Key activities include:**<br>● Solution validation activities<br>● End-user training plans<br>● Approval/sign-off<br>● Solution acceptance<br><br>**Key deliverables include:**<br>● End-user training and practice |

| | |
|---|---|
| ● End-user training and practice<br>● Go-live cutover<br>● Issue management and stabilization<br>● Transition to support<br>● Project closeout<br><br>**Key deliverables include:**<br>● Scenario-based training<br>● Readiness gate check<br>● Project plan revisions<br>● Go-live cutover and stabilization assistance<br>● Issue management and resolution<br>● Transition to support<br>● Project closeout | ● Issue triage and management |

## Recommended Product Implementation Order

**DISCLAMER:**
- All implementation durations noted below are estimates based on previous implementation projects. Timelines for your implementation of each system will vary based on a number of variables including, but not limited to, data quality, resource availability, and the size/complexity of your operation.
- Routeware's implementation teams will always prioritize quality over speed and will provide and maintain a detailed project plan based on your particular needs and goals.

1. **Data Workshop**
   Completion Time: 4-12+ weeks depending on data quality and integrity.
   - Routeware's Project Management and Implementation resources in conjunction with Routeware's data experts will work in collaboration with your project team to acquire the data required for system configuration from your legacy system in its current state.
   - Routeware's data experts will map your data to configure your new system.
   - Routeware's implementation team will work with your project team to validate this data work before and after it's imported.
   - Routeware's project team will work with your project team to create a "Go-Live data refresh" plan to ensure data is refreshed as close to go-live as possible.
   Note: While Routeware can map your data to the new system, Routeware's ability to "Clean" legacy data is limited. Your resources may be required to make adjustments to data within the legacy system.

2. **Customer and Operations Management – Smart City**
   Implementation Time: Date Validated and Complete + 12 weeks
   - Source of truth for all data related to customers and operations.
   - These systems will integrate with and/or supply nearly all of the data that additional Routeware products require.
   - These systems are the "heaviest lifts" to implement in the Routeware product suite. "It's all downhill from here."
   - These systems are set up in the image of "How the organization operates today" while keeping potential final state changes to the operation in mind.
     o Routeware recommends not making any unnecessary changes to existing operational processes to avoid undue stress on end users. E.g. If you're planning to optimize your route

plans and implement on-board computers for drivers as a part of this project, Routeware strongly recommends not implementing both at the same.

- o Routeware's Project Managers will assist your operation with planning the best steps for getting from where you are today to your desired final state.

3. **Compliance Tracking – Recyclist, Compliance Publishing**
   Implementation Time: 6-8 weeks
   - Implementing Recyclist can technically be done at any time in parallel with other products assuming your implementation resources have enough bandwidth. However, Routeware recommends kicking off the Recyclist implementation following the completion of the Customer and Operations Management system.

4. **Customer Communication & Education – ReCollect**
   Implementation Time: 6-12 weeks depending on modules purchased.
   - ReCollect can technically be implemented at any time in parallel with other products assuming your implementation resources have enough bandwidth. However, depending on the ReCollect modules purchased, ReCollect will work in concert with your Customer and Operations Management system and as such Routeware recommends starting the ReCollect Implementation following the Customer and Operations Management system implementation to avoid duplication of effort in the provisioning processes.

## Assumptions
- All data to be imported will be provided in the Routeware Inc.-approved .csv, .sql or .xml format, and will not require transformation during the import process.
- The Customer will provide adequate resources and key decision makers required to meet tasks associated with implementation milestones.
- The Routeware Inc. project manager will be the primary contact throughout the project, will coordinate the efforts of implementation consultants and subject matter experts (SMEs) throughout the project, and will establish a cadence of status meetings with the Customer.
- The data import process will validate the integrity of the data, and exceptions provided back to the Customer for resolution prior to final import.

## Out of Scope
- Interfaces – No interfaces to 3rd party applications are included in this Scope of Work.
  - o If an interface to a 3rd party technology solution is required a secondary SOW will be drafted following process discovery and technical scoping conversations including Routeware, the customer, and the 3rd party technology provider.

- Custom Reports – Reporting is robust across all Routeware Inc. solutions.  If you require unique custom reports, those will be scoped separately with an estimate for your consideration.
- Customized development work to any Routeware system.
- Development of non-standard workflows, use cases, or business practices.
- Development of non-standard training documents

## SOW Change Order

Changes to a 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 Inc.'s receipt of a change order request from the Customer, Routeware Inc. will promptly notify the Customer if Routeware Inc. 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 Inc. 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 Inc.'s then-current standard rates.

## Services Summary

All pricing for the Professional Services described in this Scope of Work is included in the accompanying Order Form(s) #Q-16165. Fees are based on a fixed fee structure and reflect Routeware Inc.'s current understanding of the Customer's business requirements and the anticipated future state of the project. Any changes to this Scope of Work or requests for additional services will require a new SOW and may incur additional charges at Routeware Inc.'s then-current rates. Final acceptance of this SOW will follow the formal quote which includes this document.

☒ **Fixed Fee**

| Professional Services | Description | QTY |
|---|---|---|
| **Smart City Implementation** | Project planning, resource coordination, status reporting, budget, risk and issue management, requirements confirmation, solution configuration, documentation, training, go live assistance, Initial data import | 1 |

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.**

| **Buying Agency:** | City of Clearwater, FL | **Contractor:** | Routeware, Inc. |
|---|---|---|---|
| **Contact Person:** | Jacolby Washington | **Prepared By:** | Luke Gabriel |
| **Phone:** | 727-444-8553 | **Phone:** | 503-906-8522 |
| **Fax:** | | **Fax:** | 503-906-8544 |
| **Email:** | jacolby.washington@myclearwater.com | **Email:** | lgabriel@routeware.com |

| **Catalog / Price Sheet Name/Product Code** | Routeware Standard Pricebook |
|---|---|
| **General Description of Product:** | |

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

| Quan | Description | Unit Pr | Total |
|---|---|---|---|
| 53 | Camera Controller (Camera Not Included) | $ 499.00 | $ 26,447 |
| 53 | Camera Power Kit | $ 40.00 | $ 2,120 |
| 206 | Standard HD Camera for Camera Controller with Cable | $ 95.00 | $ 19,570 |
| 4 | Monitor for Camera Controller | $ 42.00 | $ 168 |
| 53 | Video Service Hardware | $ 205.00 | $ 10,865 |
| 53 | Vehicle Installation | $ 380.00 | $ 20,140 |
| 53 | Camera System Installation | $ 380.00 | $ 20,140 |
| 153 | Additional Camera Installation | $ 190.00 | $ 29,070 |
| 85 | SmartCity Professional Services | $ 225.00 | $ 19,125 |
| 53 | SmartCity Base Fee | $ 360.00 | $ 19,080 |
| 53 | Solid Waste Operations | $ 2,400.00 | $ 127,200 |
| 53 | Premium Video System Fee | $ 732.00 | $ 38,796 |
| 53 | InCab Interface (Tablet) | $ 660.00 | $ 34,980 |
| | | **Total From Other Sheets, If Any:** | 0 |
| | | **Subtotal A:** | 367,701 |

**B. Customization Category Totals-Itemize below/ Attach Additional Sheet If Necessary**
(Note: Customization options are "manufacturer non-standard option" which were submitted and priced in Contractor's proposal)

| Quan | Description | Unit Pr | Total |
|---|---|---|---|
| 53 | Picture Service Fee | $ - | $ - |
| | | | |
| | | **Total From Other Sheets, If Any:** | |
| | | **Subtotal B:** | - |

| **Check:** Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). | **For this transaction the percentage is:** | 0% |
|---|---|---|

**C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

| Quan | Description | Unit Pr | Total |
|---|---|---|---|
| 53 | SmartCity Base Fee Discount | $ (28.80) | $ (1,526) |
| 53 | Solid Waste Operations Discount | $ (357.60) | $ (18,953) |
| | | **Subtotal C:** | (20,479) |

| **Delivery Date:** | 3/1/25 | **D. Total Purchase Price (A+B+C):** | 347,222 |
|---|---|---|---|