

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 13, 2021 [] Consent [XX] Regular
[] Ordinance [] Public Hearing
Department: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an agreement between Palm Tran and Trapeze Group for PASS Mobile Application (PASS-App) software.

Summary: Palm Tran is seeking approval to enter into a sole-source agreement with Trapeze Group for software and services. Due to a long-standing relationship with Trapeze Group and Palm Tran being an early adapter of the PASS-App, both software licenses and implementation service fees have been waived reducing the project cost to zero dollars (\$0.00). An annual maintenance cost of \$9,800 will be added to Palm Tran's existing contract with Trapeze Group for upkeep of the software. This agreement will expand the functionality and features of products that Palm Tran currently licenses for its paratransit operations. The PASS-App software will provide Palm Tran with a mobile application for Android and iPhone (iOS) that customers can use to book and manage trips on Palm Tran Connection. Palm Tran currently operates a similar product from Trapeze Group called "PASS-Web" which is a web based platform for customers to book and manage trips. By entering into this agreement, Palm Tran will be able to offer the same functionality offered on the PASS-Web product, but now in a mobile-friendly format.

The indemnification provision of this contract differs from the usual indemnification of the County by other contractors. Indemnification of the County by this vendor is limited to 1.5 times the amount of the contract. In addition, Trapeze Group's liability for injury to persons or damage to tangible property is limited to instances of negligence or willful misconduct by the Contractor, meaning that the County is indemnified to a lesser degree by this Contractor than in other County contracts. Given the increased legal risks presented by this indemnification provision, the Risk Management Department and County Attorney's Office recommended that Palm Tran present this contract directly for approval by this Board. Countywide (MM)

Background and Justification: Palm Tran has entered into agreements with Trapeze Group and utilized its products since 2002. Palm Tran currently licenses 20 different software modules from Trapeze Group that are integral to Palm Tran's day-to-day operations. These modules support staff in functions such as eligibility processing, transit scheduling, and employee timekeeping and processing of payroll.

Attachments: 1) PASS Mobile Application Agreement

Recommended By: [Signature] Executive Director Date: 6/29/2021
Approved By: [Signature] Assistant County Administrator Date: 7/12/2021

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT					
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

Is Item Included in Proposed Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:

Fund Agency Organization Object RSRC
 1340 540 51IT 4674

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____
 Jeremy Baker, Director Administrative Services

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Robert Haux 6/25/21 Gregory Lewis Jankowitz
 OFMB 6/25/21 Contract Dev. & Control
 7-12-21 TW

B. Legal Sufficiency

HA For M. Mutamba 7/12/21
 Assistant County Attorney

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard



County Administrator

Verdenia C. Baker

Palm Tran, Inc.

**CONTRACT FOR
TRAPEZE, PASS MOBILE APPLICATIONS (ONE-TIME)**

This Contract is made as of this _____ day of _____, 2021, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the County, and Trapeze Software Group, Inc., 5265 Rockwell Drive, N.E., Cedar Rapids, IA 52402, a corporation authorized to do business in the State of Florida, hereinafter referred to as the Contractor.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

1. SERVICES

The Contractor's responsibility under this Contract is to provide the services needed to implement the Trapeze PASS Mobile Applications (PASS-App) solution to Palm Tran, Inc., a not-for-profit corporation which operates the County's public transit system, hereinafter referred to as "Palm Tran," in accordance with Exhibit A, Statement of Work, Contractor's proposal dated February 25, 2021, which is attached hereto and incorporated herein.

The County's representative/liaison during the performance of this Contract shall be Chad Hockman, Interim Director of Operations, telephone number (561) 841-4210 or designee.

The Contractor's representative/liaison during the performance of this Contract shall be Richard P. Blackburn, Account Executive, Sales, telephone number (601) 927-5136, email richard.blackburn@trapezegroup.com.

2. SCHEDULE

The Contractor shall commence services on August 1, 2021 and complete all services by February 1, 2022, or the completion of services, whichever comes first.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

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GENERAL CONDITIONS, INSTRUCTIONS AND GENERAL INFORMATION

1. GENERAL INFORMATION

Contractor is advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the Contractor. Changes to this contract may be made only by written amendment issued by the County. Contractor is further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to County's representative in writing. Contractor certifies that its response is made without reliance on any oral representations made by the County.

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility. The Contractor shall strictly comply with Federal, State, and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Contractor certifies that all products (materials, equipment, processes, or other items supplied in response to this Contract) contained in its response meets all ANSI, NFPA, and all other Federal and State requirements. Contractor further certifies that if the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the Contractor.

Any toxic substance provided to the County as a result of this Contract or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and Palm Beach County for any terms and conditions not specifically stated in the Contract.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the Contractor warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of Contract.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks, upon consent on all persons not employed by the County but required to visit the County's onsite premises, who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. Access to Critical Facilities will be denied to any employee who does not grant consent for fingerprint. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The Contractor is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor acknowledges that its contract price includes any and all direct or indirect costs associated with compliance of with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

- e. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all contractors of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- f. **NON-COLLUSION**: Contractor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more contractors over other contractors. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from the contractor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

- g. **CONFLICT OF INTEREST**: The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The Contractor further represents that no person having any conflict of interest shall be employed for said performance or services. Contractor shall disclose with their response the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, Contractor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor's firm or any of its branches.
- h. **SUCCESSORS AND ASSIGNS**: The County and the Contractor each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the Contractor shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any act or omission of the Contractor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to this Contract and/or resultant contract.

- 1). Contractor's total aggregate liability hereunder whether based upon contract, tort (including negligence and strict liability) or otherwise, shall in no event exceed 1.5 times the fees paid by the County for the goods, software or services provided by Contractor hereunder. The cap on liability in the foregoing sentence does not apply to third party claims (i) that Contractor's proprietary software infringes the U.S. intellectual property rights of such third party, (ii) for injury to persons including death or (iii) for damage to tangible property, where (ii) and (iii) are due to the negligence or willful misconduct of Contractor.
- 2). In no event shall Contractor be liable to County for any special, collateral, exemplary, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of goodwill, loss of savings, loss of profits, or business interruption) arising out of this Contract.
- 3). Subject to the limitations of liability in this Contract, Contractor shall be liable for all third-party claims caused by Contractor's acts or omissions, its subcontractors, agents, servants or employees.
- 4). Contractor's indemnity obligations under this Contract are subject to (a) the County giving Contractor prompt notice of any claim which the County is seeking indemnification from Contractor for, (b) Contractor having the sole right to control the defense of such claims with legal counsel chosen by the Contractor in its sole discretion, (c) Contractor having the control over the settlement of any such claims provided the Contractor does not agree to any settlement without the County's prior written consent except where such settlement does not impose any liability on the County.
- 5). If all or any part of the Contractor's proprietary software becomes, or in the Contractor's opinion is likely to become, the subject of such a claim, Contractor may either modify the applicable software to make it non-infringing or terminate this Contract as it relates to the infringing portion of the applicable software. This is Contractor's entire liability concerning intellectual property infringement. Contractor will not be liable for any infringement or claim based upon any modification of the software by the County or any other third party, or use

of the software in combination with software or other technology not supplied or approved in advance by Contractor, or use of the software contrary to this Contract or the applicable user documentation for such software.

- j. **PUBLIC RECORDS, ACCESS AND AUDITS:** The Contractor agrees that copies of any and all property, work product, documentation, reports, computer systems and software (excluding Contractor's computer systems and software), schedules, graphs, outlines, books, manuals, logs, files, deliverables containing the County's data, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the Contractor's services or authorized by the County as a reimbursable expense, generated directly by the Contractor shall be the property of the County.

Other than the rights expressly conferred upon the County by this section, the County shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of the Contractor. Contractor shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether pre-existing or developed under this Contract. Furthermore, neither this Contract nor the delivery of any services hereunder shall be construed as granting, either by estoppel or otherwise, any right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Contract or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by the Contractor.

Any material submitted in response to this Contract is considered a public document in accordance with Section 119.07, F.S. This includes material which the Contractor might consider to be confidential. All submitted information that the Contractor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, the County will determine whether the identified information is, in fact, confidential.

The Contractor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: (i) **provides a service;** and (ii) **acts on behalf of the County as provided under Section 119.011(2), F.S.**, the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Contractor is specifically required to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- 2) Upon request from the County's Custodian of Public Records ("County's Custodian") or the County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F- 002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- 4) Upon completion of the Contract, the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor unless notified by the County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Contractor to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. The County shall have the right to exercise any and all remedies available to it for breach of Contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- k. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW:** Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Solicitation; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Solicitation; (3) the federal award or funding document for this Solicitation; (4) the SuperCircular, inclusive of 2 C.F.R. 200.317 – 200.326; (5) Palm Beach County Code 2-51 – 2-58; (6) the provisions of the Contract; (7) Exhibit A, CONTRACTOR's proposal/statement of work dated February 25, 2021; and (8) all other documents, if any, cited herein or incorporated herein by reference. Any and all legal action necessary to enforce the award or the resultant Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
- l. **LEGAL EXPENSES:** The County shall not be liable to a Contractor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this Contract, or from any other matter generated by or relating to this Contract.
- m. **NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Contractor.
- n. **SCRUTINIZED COMPANIES:**
- a. **SCRUTINIZED COMPANIES:**
- As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Sole Source Contract may be terminated at the option of the County.
- b. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):**
- As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.
- If the County determines, using credible information available to the public, that a false certification has been submitted by Contractor, the resulting Contract from this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.
- o. **LICENSES**
- 1) Contractor hereby grants to the County a personal, non-transferable, non-exclusive license to use a production copy of the object code version of Contractor's proprietary software licensed to the County, as identified in Exhibit A ("the Software") in the form supplied by the Contractor and on hardware approved by the Contractor as of the License Date referred to in Exhibit A ("License Date"), restricted for use by operators acting on behalf of the Palm Beach County exclusively and solely for the purpose of supporting the operations of the County, located at 50 South Military Trail, Suite 110 West Palm Beach, Florida 33415-3199, in accordance with the provisions of this Contract,

including the provisions of Exhibit A.

- 2) Contractor hereby grants to the County a personal, non-transferable, non-exclusive license to use the Documentation as of the License Date, but only as required to exercise the Software license granted herein.
- 3) The County and its operators may use the Software solely for the County's own operations which require it to process the County's data pursuant to the license rights of use as identified under this Contract. Any access to and use of the Software by the County shall be restricted to access and use solely for the County's own operations or to process its own data.
- 4) The license to use the Contractor Transit Database is granted to the County solely for the development of internal reports by the County for the benefit of its operations and using only County's own data and for the integrated operation of Contractor software components. Unless expressly included herein, all other access rights to the Contractor Transit Database are excluded from this Contract, and the County shall not develop or use, or authorize the development or use of, any other interfaces to or from the Contractor Transit Database. However, the County or shall retain ownership of the raw data that is input into the Contractor transit database and any data generated therefrom.
- 5) Subject to the extent required by law, the County agrees to: (i) take reasonable steps to maintain the Contractor's and/or its subcontractors' intellectual property rights; (ii) not sell, transfer, publish, display, disclose, or make available the Software or Documentation, or copies of the Software or Documentation, to third parties except where the County may disclose the software to designated government representatives under a nondisclosure agreement executed by both parties, (iii) not use or allow to be used, the Software or Documentation either directly or indirectly for the benefit of any other person or entity, and (iv) not use the Software or Documentation, along with its updates, patches or upgrades, on any equipment other than the equipment on which it was originally installed, without the Contractor's written consent. **SOFTWARE WARRANTIES:** Contractor warrants the individual Software component to operate in all material respects as specified in the Documentation for a period of ninety (90) days from the date upon which the individual Software component is installed in any of the County's environments. For any breach of this warranty, the County's sole and exclusive remedy and the Contractor's entire obligation hereunder shall be for Contractor to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of the Contractor.

Contractor warrants it has the right to (i) enter into this Contract and (ii) grant the licenses pursuant to this Contract. No warranty is provided by the Contractor with respect to any third party licensed products. Separate warranties may be available from the developer, distributor, or publisher of the licensed products.

The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. Contractor does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.

3. **SUBMISSION OF CONTRACT:** Contract must be signed by an agent of the company having authority to bind the company or firm.
 - a. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in the Special Conditions of this Contract, Contractor should include with its response a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the Contractor shown on the response page. It shall also be the responsibility of the Contractor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this Contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the Contractor should include the current Local Business Tax Receipt (Occupational License) issued to the Contractor in the response. It is the responsibility of the Contractor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Contract. Failure to meet this requirement shall be considered default of Contract.
 - b. **PERFORMANCE DURING EMERGENCY:** By submitting a response, Contractor agrees and promises that, immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under this Contract. Contractor agrees to provide all goods and services to Palm Beach County immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. Contractor shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to

the County on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God shall constitute breach of Contract and subject the Contractor to sanctions from doing further business with the County.

- c. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** Should sales promotions occur during the term of the Contract that lower the price of the procured item, the Contractor shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the Contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the Contractor may offer a reduced price which shall remain in effect for the duration of the Contract. The Contractor warrants that the price(s) shall not exceed the Contractor's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the Contractor offers more favorable pricing to one of its customer(s), the Contractor shall extend to the County the same pricing or the then current market price, whichever is lower.

4. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this Contract are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications within ten (10) days of Delivery. At the end of this period, the County will be deemed to accept the Software unless the Contractor receives prior written notice outlining the nature of the perceived material defects in the Software. Notwithstanding the above, the County will be deemed to accept the Software when the County puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the County first uses the Software to support its then current operations in any capacity. The Board of County Commissioners may return, at the expense of the Contractor and for full credit, any item(s) received which fail to meet the performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for County shall provide an exemption certificate to the Contractor, upon request. Contractors are not exempted from paying sales tax to their suppliers for materials to fulfill Contractual obligations with the County, nor are Contractors authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by Contractors to their suppliers for materials to fulfill Contractual obligations with the County are not reimbursable by the County to the Contractor.
- c. **PAYMENT:** In order for Palm Beach County to make payment, the Contractor's Legal Name; Contractor's Address; and Contractor's TIN/FEIN Number must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Contractor shall send **ALL ORIGINAL** invoices to the following address and send copies of invoices to Palm Tran at palm-acctspayable@pbcgov.org. Invoices submitted on carbon paper shall not be accepted.

**PALM BEACH COUNTY FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036**

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the Contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this Contract. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

Note: Palm Beach County contractors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For contractors who do not have a merchant account, one is needed to utilize the Program. For contractors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

- d. **CHANGES:** The County, by written notification to the Contractor may make minor changes to the Contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of

shipment, minor revisions to customized work specifications, and administration of the Contract. The Contractor shall not amend any provision of the Contract without written notification to the County, and written acceptance from the Executive Director of Palm Tran, Inc. or the Board of County Commissioners.

- e. **DEFAULT**: The County may, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to satisfactorily perform any provisions of this Contract or resultant Contract, or fails to make progress so as to endanger performance under the terms and conditions of this Contract or resultant Contract, or provides repeated non-performance, or does not remedy such failure within a period of 30 days (or such period as the County may authorize in writing) after receipt of notice from the County specifying such failure. In the event the County terminates this Contract in whole or in part because of default of the Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor may be liable for any excess costs incurred due to this action.

If it is determined that the Contractor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Contractor), the rights and obligations of the parties shall be those provided in "Termination for Convenience" as stated below.

Contractor may terminate this Contract if the County is in material breach of any term or condition of this Contract, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Contract: (i) the County fails to pay any amount when due hereunder; (ii) Any party becomes insolvent or any proceedings will be commenced by or against any party under any bankruptcy, insolvency, or similar laws, or the County breaches the license rights granted herein or violates the Contractor's intellectual property rights.

- f. **TERMINATION FOR CONVENIENCE**: The County may, whenever the interests of the County so require, terminate the Contract, in whole or in part, for the convenience of the County. The County shall give fifteen (15) days prior written notice of termination to the Contractor, specifying the portions of the Contract to be terminated and when the termination is to become effective. If only portions of the Contract are terminated, the Contractor has the right to withdraw, without adverse action, from the entire Contract. Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontracts related to the terminated work. Notwithstanding the above, the County shall pay the Contractor for all fees then due, and all costs incurred up to and including the date of termination.
- g. **REMEDIES**: No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- h. **RENEWAL OPTION**: INTENTIONALLY DELETED.

5. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**:

Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County Contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities Contracting with the County, or anyone acting on their behalf, in order to ensure compliance with Contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

6. **ANNUAL APPROPRIATIONS**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

7. **CONFLICT OF INTEREST**

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required by this Contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Contractor further represents that no person having any conflict of interest shall be employed for said performance or services. Contractors shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, Contractor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor's firm or any of its branches.

8. COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The County may execute the Contract through electronic or manual means. Contractor shall execute by manual means only, unless the County provides otherwise.

9. E-VERIFY - EMPLOYMENT ELIGIBILITY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's

subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall

maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period. 15 County shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor. If County terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by County as a result of the termination.

10. NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Clinton B. Forbes, Executive Director
Palm Tran, Inc.
3201 Electronics Way
West Palm Beach, FL 33407

If sent to the Contractor, notices shall be addressed to:

Amy Reier, Senior Legal Counsel
Trapeze Software Group, Inc.,
5265 Rockwell Drive, N.E.
Cedar Rapids, IA 52402

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

11. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

12. METHOD OF ORDERING (PURCHASE ORDER)

Services shall be ordered via individual purchase order. Invoices shall reflect the purchase order number.

13. EXHIBIT(S)

Exhibit A, Contractor's Statement of Work, is included and is considered to be a component of this Contract.

**CONTRACT FOR
TRAPEZE, PASS MOBILE APPLICATIONS (ONE-TIME)**

COUNTY'S RESPONSIBILITIES

The County shall order via individual purchase order.

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall:

1. Adhere to all terms, conditions and requirements of this Contract, including Exhibit A, pages 13 – 24.
2. Provide services remotely.

PAYMENT

Payment to Contractor shall be as provided in the Statement of Work, Section 8: Project Budget (Exhibit A). Price shall include, but is not limited to, software implementation, license fees (for up to 4,045 trips per day) all supervision, labor, equipment, materials, tools, transportation, handling fees and other facilities and services necessary to fully provide the items and services as specified herein. No additional compensation shall be offered or paid.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

CONTRACTOR:

TRAPEZE SOFTWARE GROUP, INC.
Company Name

Deborah Mills
Signature

Deborah Mills
Typed Name

V.P. Finance
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By [Signature] Co. M. Mutamba 7/12/21
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By [Signature]
Clinton B. Forbes, Executive Director
Palm Tran, Inc.

EXHIBIT A
STATEMENT OF WORK
FOR
TRAPEZE, PASS MOBIL APPLICATIONS

Section 1: Introduction

The purpose of this document is to provide Palm Tran Connection (Palm Tran) with a quote and scope of work for the implementation of the following Trapeze Software products:

- PASS Mobile Applications (PASS-App)
 - Android
 - iPhone (iOS)

This document will outline the services needed to implement the Software products and the efforts required from both Trapeze and Palm Tran.

Section 2: Trapeze Professional Services

Section 2.1: Personnel

To ensure successful completion of this implementation, Trapeze will utilize the following professional services personnel:

- **Project Manager:** The centralized point of contact for the project. The project manager is responsible for coordinating project schedules, deliverables and resources required to deliver the full Trapeze solution as identified in this statement of work.
- **Technical Product Specialist(s):** The primary technical point(s) of contact supporting the design, installation, configuration, testing, training, implementation, and deployment of the Software.
- **Developer(s):** The primary resource(s) responsible for completing all mobile application screen design changes.

Section 2.2: Implementation Methodology Overview

This project will be executed in a phased approach, with key activities identified below:

1. Project Kick-Off
2. Development
3. Internal Acceptance Testing
4. Software Installation, Demonstration and Sandbox User Training

5. Project Design and Configuration
6. Training
7. Acceptance Testing
8. Deployment and Closure

Section 3: Project Implementation Approach

Section 3.1: Project Kick-Off

Following contract execution, Trapeze and Palm Tran will hold a remote project kick-off meeting to align stakeholders on project scope and timelines, as well as review roles, responsibilities, key risks, and preliminary project schedule. Project teams from both Trapeze and Palm Tran are expected to attend the kick-off meeting.

Upon conclusion of the kick-off meeting, Trapeze will work with Palm Tran to gain access to a database backup of its current Trapeze environment, as well as access to their corporate branding guide. Additionally, prior to the installation of the PASS-App Software in the test environment, Trapeze will require Palm Tran to provision a Google Maps API key.

Section 3.2: Development

Trapeze will adapt the generic PASS-App screens to Palm Tran's corporate design to ensure a consistent user experience. This will be based on Palm Tran's standard company branding design elements and color palette.

Following the remote Software demonstration (outlined in [Section 3.4](#)), Trapeze will revise the generic mobile applications based on feedback received from the Palm Tran team, if necessary.

The following changes are permitted as part of the mobile applications screen design process:

- Verbiage changes and static text
- Logos
- Application splash screens

Section 3.3: Internal Acceptance Testing

Internal Acceptance Testing (IAT) is completed remotely by Trapeze before any Software is installed in Palm Tran's test environment. During IAT, Trapeze testing specialists will perform unit and regression testing to ensure completeness and accuracy of all standard features. These specialists will also update any automated regression test scripts to expand coverage as needed.

After unit and regression testing is completed, Trapeze Technical Product Specialists will run a series of tests in a local testing environment to ensure that all Software is functioning properly against Palm Tran's database. This

allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks can be performed for Palm Tran, as well as validates that all branded Software is functioning as expected.

Section 3.4: Software Installation, Demonstration, and Sandbox User Training

Following the completion of Internal Acceptance Testing, Trapeze will work with Palm Tran to schedule remote Software installation and product demonstration activities—which will occur over the course of up to one (1) day.

Prior to the remote Software installation, Trapeze will publish the PASS-App application to the Apple and Android developer consoles.

In order to validate key Software functionality, Trapeze will initially install the PASS-App Software in Palm Tran's test environment and then complete Installation Testing. This includes validating the following Software functionality:

- Applications are connected to the appropriate database(s)
- General Software functionality is working as designed, including all branding elements displaying properly
- All out-of-the-box configurations and settings are functioning as expected

Once the test installation is complete, Trapeze will conduct a demonstration of the branded Software with the Palm Tran team and gather feedback based on the look, feel, and functionality of the out-of-the-box solutions. Trapeze recommends that members of Palm Tran's Marketing and/or Customer Information team attend this demonstration to validate that the branded Software meets their organizational needs. Any feedback or requested changes to the Software will be addressed by Trapeze in subsequent Software patches.

Following the demonstration, Trapeze will provide Palm Tran Subject Matter Experts (SMEs) Sandbox User Training. This training will be conducted by a Trapeze Technical Product Specialist (TPS) over the course of up to two (2) hours and will include topics such as creating, managing, viewing, and validating trip bookings as well as provide instruction on various other basic functions within the Software.

At the conclusion of training, Palm Tran SMEs will be expected to utilize the Software over the course of two (2) consecutive weeks and log all feedback, questions or suggestions arising from using the out-of-the-box configured Software. These items will be discussed in detail during the Project Design and Configuration activities, with the goal of applying feedback and/or configuration changes to the Software in real time.

Section 3.5: Project Design and Configuration

The Project Design meetings will be held remotely over Zoom over the course of up to two (2) days. Meetings will be held in the morning of each day, with the afternoon reserved for Trapeze resources to implement changes as

discussed throughout the day. Trapeze may reach out to Palm Tran during this period to gain better insight into the daily operations pertaining to current Customer Information processes.

To support these meetings, Trapeze will provide the following resources:

- One (1) Traveler Information SME to discuss PASS-App configurations and functionality
- One (1) developer to make changes to the Trapeze Software for the purposes of “look & feel” updates, as well as to support making any required configuration changes

In preparation for these discussions, Palm Tran will be expected to provide Trapeze with any relevant operational materials and/or documentation as requested. The following topics will be covered during these meetings and calls:

- Current operational policies and procedures as they relate to paratransit booking, trip cancellation and confirmation processes
- Software configuration
- Hardware recommendations
- Mobile application screen design and static text changes
- Testing, training, and transition strategies

A preliminary Project Design Document outlining deliverables, goals and objectives, as-built configurations and recommended process changes will be prepared by Trapeze and shared with Palm Tran after the initial Project Design meetings. During the review process, non-standard Software functionality may be identified beyond any in-scope customizations. If desired, Trapeze will provide estimates to address these gap items, however, addressing any such gaps will be considered out-of-scope and may result in additional costs.

Following completion of each Project Design session the preliminary Project Design Document will be shared by Trapeze with Palm Tran to review and provide comments. Palm Tran will complete the review of the preliminary Project Design Document following each Project Design session and Trapeze will review any comments with Palm Tran the following day and make all necessary revisions. Once all revisions to the preliminary Project Design Document have been completed, the document will be considered finalized and training will be scheduled.

In the event the Project Design Document is not finalized at the conclusion of the Project Design meetings, Trapeze will make the necessary revisions and provide a “final” document to Palm Tran. Likewise, if the Software is not fully configured, Trapeze will provide an updated Software build to Palm Tran once available. Once the design is finalized and the Software fully configured, Trapeze will work with Palm Tran to schedule training.

Section 3.6: Training

Training Requirements

In order to facilitate remote training, Palm Tran is responsible for setting up a dedicated classroom environment that includes the following training equipment:

- A networked computer for each trainee, with access to the test system and OPS Software
- LCD projector

If the above-listed items are not available, Trapeze will work with Palm Tran to identify alternative arrangements. In addition to training, Trapeze will provide one (1) digital copy of all available user manuals. If desired, Palm Tran can create additional hard copies for its users.

Training Delivery

Trapeze product training is based on standard training agendas, and sessions vary in length based on topic. Trapeze will provide one (1) resource to conduct the remote system administration training for Palm Tran. Prior to commencing training, Trapeze will deliver a draft agenda outlining the recommended training topics. Trapeze and Palm Tran will mutually agree on the actual training topics as part of the final training agenda.

System Administrator training will include topics related to the Software environment (properties, services, installation paths, configurations etc.), as well as topics related to troubleshooting and managing Trapeze application(s). The training sessions cannot exceed six (6) employees per session.

The following table outlines the proposed training for this implementation:

Module	Training Topic	Duration (Days)	On-site/Remote
PASS-App	System Administration	0.25	Remote

Section 3.7: Acceptance Testing

Acceptance Testing involves Palm Tran utilizing the new Trapeze Software in the test environment to ensure it responds accurately to user inputs and all features and functions work as specified in the Project Design Document.

Trapeze will provide remote support during the Acceptance Testing activities. Palm Tran will have ten (10) business days in which to perform an initial comprehensive end-to-end round of Acceptance Testing. All subsequent end-to-end rounds of Acceptance Testing must be completed in no more than five (5) business days.

Testing Defect Review Tracking and Resolution

During Acceptance Testing, Palm Tran will document and prioritize any defects encountered throughout the testing period (if any exist). Following the completion of a round of testing, Palm Tran will supply Trapeze with a

complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity levels defined below.

1. **Critical** – Defect causes failure of critical functionality or critical data and no workaround is available.
 - This can include but is not limited to:
 - System crashing
 - Non-recoverable conditions
 - Data loss or corruption
 - Security concerns leading to breach of information and/or misuse, or severely affecting system performance and/or functionality.
 - Performance defects leading to unavailability or loss of functionality.
2. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
 - This can include but is not limited to:
 - System crashing or aborting during normal operation of a non-critical flow.
 - Missing functionality
 - Inconsistent logic or display of data.
 - Slow responsiveness and underperformance of the system
 - Missing security or system patches, minor breach of information
3. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround available.
 - This can include but is not limited to:
 - Minor usability issues such as inconsistent display
 - Tab/shortcut keys not working.
 - Missing input validation
 - System recoverable errors

Palm Tran will identify the priority of each defect and indicate the desired resolution sequence (1 = soonest resolution desired). Trapeze will make best reasonable effort to resolve defects of the same severity levels based on sequential order.

At the completion of each round of testing, Trapeze will work remotely to resolve all critical and major defects (if any exist). If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. Palm Tran will be asked to test and validate the Software to ensure all defects have been rectified. If further defects are identified, Trapeze will evaluate and work to resolve them, and Palm Tran will be asked to execute another round of Acceptance Testing.

Once Palm Tran confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete and the Software deemed ready for production use. Palm Tran will be required to sign off on the Acceptance Testing. All minor defects will be transitioned to the Trapeze maintenance and support program, who will provide new Software builds addressing post-deployment defects, as necessary.

Section 3.8: Deployment and Closure

During the deployment activities, Trapeze will migrate the Software from Palm Tran's test environment to Palm Tran's production environment and upload the PASS-App to Apple and Google Play stores so that they can be used to support live operations.

Limited Deployment

Palm Tran will initially identify up to twenty (20) clients to support a PASS-App Software limited deployment over the course of one (1) week from the migration of the Software into Palm Tran's production environment. These clients will be responsible for utilizing the Software in the production environment for their daily paratransit trip bookings, cancellations, and confirmations. To assist with the limited deployment, Trapeze will provide remote Software support for up to one (1) week from the Software launch.

Deployment Support

Following the completion of the limited deployment activities, Trapeze will provide remote go-live support for the launch of the PASS-App Software to Palm Tran's remaining clients over the course of one (1) additional week. Palm Tran can leverage these services during standard business hours to address any non-critical questions or support needs that may arise from using the Software to support live operations.

Closure

At the completion of the deployment support period, all ongoing support will be transitioned to and provided through Trapeze's long-term maintenance program. At this time, the project will be considered complete and project closure will be processed.

Section 4: Responsibilities and Deliverables

Activity	Trapeze Responsibilities	Palm Tran Responsibilities	Deliverables
Project Kick-Off	<ul style="list-style-type: none"> Lead project kick-off meeting Collaborate with Palm Tran in developing the project schedule 	<ul style="list-style-type: none"> Assist in developing the project schedule and kick-off presentation Provide inputs for Palm Tran-led activities Provide database backup Provide branding guide Procure Google Maps API Key 	<ul style="list-style-type: none"> Kick-off meeting Kick-off Presentation (MS PowerPoint) Preliminary project schedule (revised as necessary)
Development	<ul style="list-style-type: none"> Complete PASS-App branding and development 	<ul style="list-style-type: none"> Consult as required 	<ul style="list-style-type: none"> Completed development based on branding guide and any changes approved in the Project Design Document
Internal Acceptance Testing	<ul style="list-style-type: none"> Perform Internal Acceptance Testing 	<ul style="list-style-type: none"> Provide data as necessary 	
Software Installation, Demonstration, and Sandbox User Training	<ul style="list-style-type: none"> Publish PASS-App to Apple and Google Play developer consoles Install and configure the Software in Palm Tran's test environment, including completing Installation Testing Provide Software demonstration using branded solution Provide Sandbox User Training 	<ul style="list-style-type: none"> Complete all hardware installation(s) Provide access to the test environment Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security Install Trapeze pre-requisite Software (e.g. ODBC connections, database servers, etc.) Attend Software demonstration Attend user training Utilize Software and provide end user and marketing feedback 	<ul style="list-style-type: none"> Published PASS-App on Apple and Google Play developer consoles Installed and configured Software in Palm Tran's test environment Software demonstration Completion of Sandbox user training
Project Design and Configuration	<ul style="list-style-type: none"> Conduct Project Design meetings Complete PASS-App Software configurations 	<ul style="list-style-type: none"> Participate in Project Design meetings Provide documentation as requested Review Project Design Document and provide comments/feedback Sign off on finalized Project Design Document 	<ul style="list-style-type: none"> Project Design Document Finalized Project Schedule Fully configured PASS-App Software

Training	<ul style="list-style-type: none"> Review training topics with Palm Tran Conduct training session(s) 	<ul style="list-style-type: none"> Ensure trainees are prepared and engaged in the training activities 	<ul style="list-style-type: none"> Training agenda Completed training session(s) Available user manuals
Acceptance Testing	<ul style="list-style-type: none"> Support Palm Tran during Acceptance Testing 	<ul style="list-style-type: none"> Perform Acceptance Testing Complete prioritization of defect(s) Re-test defect resolutions 	<ul style="list-style-type: none"> Prioritized defects log Software releases, as necessary
Deployment and Closure	<ul style="list-style-type: none"> Upload PASS-App to Apple and Google Play stores Migrate Software to Palm Tran's production environment Provide support for one (1) week limited deployment rollout of the PASS-App Software Support full rollout of Software one (1) additional week 	<ul style="list-style-type: none"> Identify limited deployment clients Escalate defects to appropriate Trapeze Technical Product Specialists Update production system to ensure all records are up to date Ensure data accuracy Confirm connectivity, logins, etc. Rollout Software to remaining clients 	<ul style="list-style-type: none"> PASS-App is available for download on Apple and Google Play stores Trapeze Software is operational and functional in Palm Tran's production environment

Section 5: Project Duration

This implementation is expected to be completed within six (6) months from the completion of the project kick-off meeting. Following contract execution, a mobilization period of up to sixty (60) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with Palm Tran.

If the length of the project exceeds six (6) months from the kick-off meeting, either due to Palm Tran readiness or resourcing delays, a change order may be required to fund the extension.

Section 6: Project Management

Trapeze will provide remote project management support for the entire duration of the project. The Trapeze project manager will be responsible for the successful planning, design, and execution of the project, including effective stakeholder communication, risk mitigation and meeting project milestones. The project manager will be the key point of contact for Palm Tran for the duration of the project. Trapeze will also require Palm Tran assign a project manager for this implementation. The two project managers will work together to ensure consistent dialogue is maintained through well-established communication channels.

A successful implementation requires effective and timely communication with all project stakeholders. Trapeze expects the project managers will meet on a bi-weekly basis.

In addition to the responsibilities outlined above, Trapeze project managers will also provide the following key services:

- **Change Management:** If any deliverable(s) will need to be changed mid-project, the project manager will identify the impact of the change and initiate necessary actions to ensure timelines and project costs will be adjusted.
- **Milestone Sign-Offs:** With each completed milestone, Palm Tran will be asked to sign off on the milestone and confirm agreement with project moving forward.

Section 7: Palm Tran's Resource Requirements

Outlined below are estimated resource allocations to support the implementation and effort defined in this statement of work.

Resource	Resource Allocation	Responsibilities
Project Manager	30% of their time for the full duration of the project	<ul style="list-style-type: none"> • Coordinate all resources from Palm Tran • Coordinate conference calls and meetings, as required • Coordinate training preparation • Coordinate training session(s) • Coordinate completion of Acceptance Testing • Work with the Trapeze project manager to identify risks, issues, and mitigations throughout the project • Coordinate Software deployment activities
Marketing / Customer Information	10% of their time for the full duration of the project	<ul style="list-style-type: none"> • Participate in the Software demonstration • Gather and provide feedback about the branded Software
Subject Matter Experts	20% of their time for the full duration of the project	<ul style="list-style-type: none"> • Participate in the Software demonstration • Participate in the completion of the Project Design and Configuration activities • Participate in the review of all documentation • Participate in all training sessions • Assist project manager with completion of Acceptance Testing • Assist with Software deployment activities
System Administrators / IT	25% of their time during Software Installation, Testing, and Deployment 100% during System Administrator Training	<ul style="list-style-type: none"> • Configure and maintain environments • Assist with troubleshooting any network or technical issues • Provide access to servers as necessary throughout the project • Participate in System Administrator training • Maintain system security controls & permissions, user accounts, etc. • Assist with Software deployment activities
End Users/ Testers	50% of their time during Testing activities	<ul style="list-style-type: none"> • Execute Acceptance Testing • Record and report any Software defects

Section 8: Project Budget

The following project budget includes all licenses and services required for this implementation as outlined in this statement of work.

Item	Description	Cost (USD)
1	Software Licenses	\$49,000
2	Implementation Services	\$69,100
3	Management Discount	\$(118,100)
	Total Cost	\$0

Pricing Notes:

- The Software will be implemented as a fixed-fee project
- License fees are based on a paratransit operation with up to 4,045 trips per day

Section 8.1: Long Term Support

Item	Description	Cost (USD)
1	90-day Warranty	<i>Included</i>
2	Year 1 Maintenance	\$9,800

Long Term Support Notes:

- All subsequent maintenance renewal fees will be based on the operational characteristics of Palm Tran at the time of renewal and subject to Trapeze's then-current pricing
- The 90-day Software warranty begins upon its installation in Palm Tran's test environment

Section 9: Project Assumptions

Section 9.1: General Pricing Assumptions

1. Palm Tran is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to Trapeze's specifications).
2. The Software will be implemented "off the shelf" and will provide functionality as described in the most current Software literature.
3. Any services or requests not identified within this statement of work will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
4. Any integration with third party Software or systems will be the responsibility of Palm Tran.
5. All documentation and execution of test cases will be the responsibility of Palm Tran.

6. It is expected that a Palm Tran system administrator will be readily available for all configuration, installation, testing and deployment activities.
7. English and Spanish have been included.
 - o Palm Tran will be responsible for providing the appropriate Spanish translations.
8. All services will be provided remotely.
9. Pricing is valid until May 31st, 2021.

PASS-App

10. PASS will be required to be on versions 17.16.x, 18.x, or v19 prior to project kickoff.
11. The PASS-Web G3 markup will be updated to support the new Software.
 - o Services have been included to install and test the updated markup.
 - o The PASS-Web version will be consistent with the PASS-App version (v17.16.x, v18.x, or v19).
12. Palm Tran will be responsible for creating and maintaining the required Google Play and Apple Developer accounts, which should be procured prior to the installation of the Software in the test environment.
13. Development has been included in this project for the purposes of branding.
 - o “Branding” includes theme (primary and secondary) colors, headers and logos only.
 - o The standard, out-of-box screens will be included as part of this implementation. No additions to screens will be permitted. However, screens can be removed or hidden as requested.
14. Palm Tran is responsible for providing all necessary branding guides, images, splash screens, elements, assets, etc. for customizing the branding of the PASS mobile applications.
15. Palm Tran is responsible for providing users with Apple and Android devices for Acceptance Testing.
16. General menu changes are permitted, including removing standard options, and renaming options.
17. All booking and cancellation rules configured for PASS-Web will be consistent for the mobile applications. Palm Tran will be required to sign-off on the configuration changes as part of the Project Design Document.
 - o There will be no booking or cancellation rule changes in the applications.
 - o All booking rules are assumed to be the same as PASS-Web.



July 9, 2021

Palm Tran, Inc.
3201 Electronics Way
West Palm Beach, FL 33407

Re: Power of Deborah Mills to Bind Trapeze Software Group, Inc.

To Whom It May Concern,

I am writing this letter to confirm that Ms. Deborah Mills, in her position as Vice President, Finance of Trapeze Software Group, Inc., has the power and authority to execute all contracts and documents with Palm Tran, Inc.

In accordance with the Trapeze's internal policies, Ms. Mills is formally authorized to bind the company in respect of all contracts with Palm Tran, Inc.

Should you have any questions or concerns of any kind or require additional information, please do not hesitate to contact Mr. Trung Lam, Trapeze's legal counsel via email at Trung.Lam@trapezegrup.com or via telephone at 905-629-8727 ext. 104590.

Yours truly,

A handwritten signature in black ink, appearing to read "William Robert Delaney", written over a horizontal line.

William Robert Delaney
President
Trapeze Software Group, Inc.
Office: 61 7 3129 2092 x716

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3255 Rockwell Dr. NE
Cedar Rapids, IA 52401
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Detail by Document Number

Foreign Profit Corporation
TRAPEZE SOFTWARE GROUP, INC.

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Cedar Rapids, IA 52402

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Mailing Address

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Cedar Rapids, IA 52402

Changed: 04/21/2021

Registered Agent Name & Address

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Officer/Director Detail

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Annual Reports

Report Year	Filed Date
2020	05/30/2020
2021	04/21/2021
2021	06/30/2021

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