

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 19, 2023 [X] Consent [] Regular [] Ordinance [] Public Hearing
Department: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a contract between the Palm Beach County Board of Commissioners (BCC) and Trapeze Group for the DriverMate Module software in the amount of \$218,994.

Summary: On June 17, 2020, Palm Tran received funding from the Florida Department of Transportation (FDOT) to assist with the purchase of new scheduling software and supporting equipment for the Go Glades and Paratransit Service. On August 22, 2023, the BCC approved the extension of the grant agreement to July 31, 2024, to allow time to acquire the Trapeze Module, DriverMate, for the entire Paratransit fleet and use the remainder of the grant funds which do not require a County match, and will fund 100% of the acquisition cost. The DriverMate Module acts as an electronic manifest for drivers allowing for real-time scheduling and trip updates, and improved communication between drivers and dispatch. A noteworthy feature of DriverMate is its seamless integration with Palm Tran's current Trapeze infrastructure, this integration is designed to necessitate only minimal changes to the existing infrastructure, thereby ensuring a smooth transition and minimizing potential disruptions.

The grant requires broader indemnification by the County than that approved by PPM CW-F-049. Trapeze's limitation of liability and responsibility for any claims, damages, costs or losses is limited to the amount of the license fees paid by County. In addition, Trapeze will not be liable to the Licensee (County/Palm Tran) or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories: i). incidental or consequential damages, whether foreseeable or not; ii). Special damages even if Trapeze was aware of circumstances in which special damages could arise; and iii). Loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind. The Risk Management Department and County Attorney's Office have reviewed the indemnification requirements of this contract. Palm Tran recommends Board approval. Countywide (MM)

Background and Justification: The procurement, installation and testing of the new module will be completed by the summer of 2024, the funding grant is scheduled to expire on July 31, 2024. Palm Tran is seeking approval to engage in a sole-source agreement with the Trapeze Group, focusing on acquiring cutting-edge software and services. Palm Tran's has used the Trapeze scheduling system over the last two decades, the module will integrate data from the scheduling system and serve as the electronic manifest for drivers allowing for real-time scheduling adjustments. A sole-source contract is necessary as currently available electronic manifest integration systems, will not be compatible with the Trapeze software used by Palm Tran. The proposed solution, DriverMate, leverages Android-powered devices to establish real-time connectivity between Palm Tran's vehicles, dispatch center, and back-office operations. The introduction of this innovative system is anticipated to significantly enhance operational efficiency.

Attachments: 1. Trapeze DriverMate Module Contract

Recommended By: [Signature] Executive Director Date

Approved By: [Signature] Assistant County Administrator Date 12/15/23

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$218,994				
Operating Costs					
External Revenues	(\$218,994)				
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	0				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

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


Budget Account No:

Fund	Department	Unit	Object	RSRC
1341	542	5038	5121	3449

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

There is no fiscal impact for this item, the funds for this agreement are included in FDOT Grant Unit 5038.

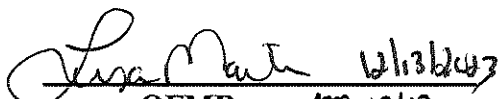
C. Departmental Fiscal Review:



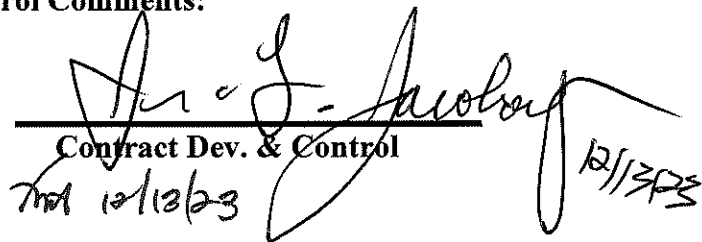
 Lynne Johnson, Director of Admin Services

III. REVIEW COMMENTS:

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



 OFMB 12/13/23



 Contract Dev. & Control 12/13/23

B. Legal Sufficiency



 Assistant County Attorney 12/14/23

C. Other Department Review

 Department Director

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

Board of County Commissioners

County Administrator

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



Verdenia C. Baker

Palm Tran

**CONTRACT FOR
TRAPEZE, DRIVERMATE (ONE TIME)**

This Contract is made as of this ____ day of _____, 2023, 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 DriverMate solution to Palm Tran, Inc. a not-for-profit corporation that 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 August 20, 2023, which is attached hereto and incorporated herein.

The County's representative/liaison during the performance of this Contract shall be Charles Hall, Interim Director of Operations, telephone number (561) 841-1169 or designee.

The Contractor's representative/liaison during the performance of this Contract shall be Angela David, Contracts Manager, telephone number (905)629-8727, email angela.david@trapezegroup.com.

2. SCHEDULE

The Contractor shall commence services on February 4, 2024 and complete all services by October 4, 2024, 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 INFORMATION GENERAL CONDITIONS

1. GENERAL INFORMATION

Vendor 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 vendor. Changes to this solicitation may be made only by written amendment issued by the County Purchasing Department. Vendor 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 the Purchasing Department contact in writing. Vendor 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 the 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 vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products (materials, equipment, processes, or other items supplied in response to this solicitation) contained in its response meets all ANSI, NFPA and all other Federal and State requirements. Vendor 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 vendor.

Any toxic substance provided to the County as a result of this solicitation 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 vendor and Palm Beach County for any terms and conditions not specifically stated in the solicitation.

- 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 vendor 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 vendor is, and shall be, in the performance of all work, services, and activities under the 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 the contract shall at all times, and in all places, be subject to the vendor's sole direction, supervision, and control. The vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the vendor'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. 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 vendor is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the vendor acknowledges that its bid 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 vendors 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:** Vendor 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 vendors over other vendors. 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 vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.
- g. **CONFLICT OF INTEREST:** The vendor 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 vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendor 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, vendor 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 vendor's firm or any of its branches.
- h. **SUCCESSORS AND ASSIGNS:** The County and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of the contract. Neither the County nor the vendor shall assign, sublet, convey or transfer its interest in the contract without the prior written consent of the other.
- i. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the vendor 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 negligent act or omission of the vendor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to this solicitation and/or resultant contract.
- j. **PUBLIC RECORDS, ACCESS AND AUDITS:** The vendor agrees that copies of any and all property, work product, documentation, reports, computer systems and software (excluding Vendor'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 vendor's services or authorized by the County as a reimbursable expense, whether generated directly by the vendor 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 Vendor. Vendor 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 vendor

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the vendor might consider to be confidential. All submitted information that the vendor 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, a determination will be made as to whether the identified information is, in fact, confidential.

The vendor 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 the 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 vendor's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Vendor: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S., the Vendor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Vendor 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 Vendor 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 Vendor 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 Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor 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 Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor 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.

Vendor 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 Vendor 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 the 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE 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:** This solicitation shall be included and incorporated in the final award. The order of contractual precedence shall be the solicitation document (original terms and conditions), response, and purchase order or term contract order. 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 vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.
- m. **NO THIRD PARTY BENEFICIARIES:** No provision of the 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 the contract, including but not limited to any citizen or employees of the County and/or vendor.
- n. **SCRUTINIZED COMPANIES:**
 1. **SCRUTINIZED COMPANIES:**

As provided in F.S. 287.135, by entering into the contract or performing any work in furtherance hereof, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants 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 Vendor 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 solicitation may be terminated at the option of the County.

2. 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 Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants 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 Vendor, the resulting Contract from this Sole Source solicitation may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

3. SUBMISSION OF RESPONSE: Response must be submitted on the provided Sole Source "Response" Form. Responses on vendor letterhead/quotation forms shall not be accepted. Responses must be signed by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE RESPONSE FORM AT THE INDICATED PLACE(S) SHALL BE CAUSE FOR REJECTION OF THE RESPONSE. Responses are to be submitted to the Palm Beach County Purchasing Department representative no later than the time indicated herein.

a. CERTIFICATIONS, LICENSES AND PERMITS: Unless otherwise directed in the Special Conditions of this solicitation, vendor 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 vendor shown on the response page. It shall also be the responsibility of the vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the 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 vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the vendor 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, vendor 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 the contract. Vendor 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 solicitation on a "first priority" basis. Vendor 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 vendor 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 vendor 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 vendor may offer a reduced price which shall remain in effect for the

duration of the contract. The vendor warrants that the price(s) shall not exceed the vendor'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 vendor offers more favorable pricing to one of its customer(s), the vendor 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 solicitation are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. The vendor 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) from Delivery. At the end of this period, the County will be deemed to accept the Software unless the vendor 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 vendor 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 Purchasing shall provide an exemption certificate to the vendor, upon request. Vendors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are vendors authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by vendors to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the vendor.

c. PAYMENT: In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's response 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>.

Vendor shall send ALL ORIGINAL invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. 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 solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors 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 Director of Purchasing, Palm Beach County, by written notification to the vendor 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 vendor shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

- e. **DEFAULT:** The County may, by written notice of default to the vendor, terminate the contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the vendor, the County may procure goods and/or services similar to those terminated, and the vendor may be liable for any excess costs incurred due to this action.

If it is determined that the vendor 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 vendor), the rights and obligations of the parties shall be those provided in "Termination for Convenience" as stated below.

Vendor 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 fail 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 vendor's intellectual property rights.

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give fifteen (15) days prior written notice of termination to the vendor, 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 vendor has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the vendor 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 vendor shall terminate outstanding orders and/or subcontracts related to the terminated work. Notwithstanding the above, the County shall pay the vendor's undisputed invoices 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.

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 the contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

7. **CONFLICT OF INTEREST**

Vendor 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 the contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendors 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, vendor 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 vendor'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**

Vendor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of vendor's subconsultants performing the duties and obligations of the contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Vendor shall obtain from each of its subconsultants an affidavit stating that the subconsultant 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. Vendor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of the contract which requires a longer retention period.

County shall terminate the contract if it has a good faith belief that vendor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that vendor's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify vendor to terminate its contract with the subconsultant and vendor shall immediately terminate its contract with the subconsultant. If County terminates the contract pursuant to the above, vendor shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which the contract was terminated. In the event of such contract termination, vendor 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:

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

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

**Legal Department
Trapeze Software Group, Inc.,
5265 Rockwell Drive, N.E. Cedar Rapids, IA 52402**

SPECIAL CONDITIONS

9. GENERAL/SPECIAL CONDITION PRECEDENCE

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

10. METHOD OF ORDERING (PURCHASE ORDER)

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

11. EXHIBIT(S)

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

Exhibit C, Insurance Requirements

12. ATTACHMENT(S)

NOT USED

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**CONTRACT FOR
TRAPEZE, DRIVERMATE (ONE TIME)**

COUNTY'S RESPONSIBILITIES

The County shall order via individual purchase order.

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall adhere to all terms, conditions and requirements of this Contract, including Exhibit A –Trapeze Software Agreement Terms, Exhibit B - Trapeze Statement of Work, and Exhibit C – Insurance Requirements.

PAYMENT

Payment to Contractor shall not exceed 1). Forty-One Thousand Seven Hundred Fifty Dollars and no cents (\$41,750.00) for the Pilot; and 2). One Hundred Seventy-Seven Thousand Two Hundred Forty-Four Dollars and no cents (\$177,244.00) for the Full Fleet Rollout as set forth in Exhibit A, State of Work, Section 7: Project Budget. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of services rendered. Price shall include, but is not limited to, implementation services, software licenses, third party licenses, expenses and 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.

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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: _____
Mayor

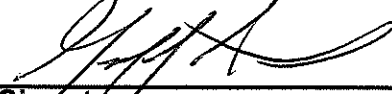
WITNESS:

CONTRACTOR:

Signature

TRAPEZE SOFTWARE GROUP, INC.
Company Name

Name (type or print)



Signature

Signature

Geoff Allan

Typed Name

Name (type or print)

Chief Financial Officer

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 

For County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By 

Executive Director
Palm Tran, Inc.

TRAPEZE SOFTWARE AGREEMENT TERMS

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

“Agreement” this Software License and Maintenance Agreement effectively made between Trapeze and Licensee, and the attached Exhibits, all of which form an integral part of this Agreement;

“Confidential Information” any oral, written, graphic or machine-readable information including, but not limited to technical or non-technical data, patents, patent applications, copyright, copyright applications, research, product or service plans, developments, inventions, processes, designs, drawings, patterns, compilations, engineering methods, techniques, devices, formulae, software (including source and object code), algorithms, business plans, agreements with third parties, lists of actual or potential services or customers, marketing plans, financial plans or finances and similar information relating to either Party furnished by or on behalf of the disclosing Party to the recipient Party or any representatives regardless of the manner in which it is furnished or obtained by the recipient Party or its representatives through observation of the disclosing Party’s facilities or procedures (save and except communications with legal counsel which constitute attorney-privileged information). The disclosing Party agrees to use reasonable efforts to summarize in writing the content of any oral disclosure or other non-tangible disclosure that is proprietary or confidential to the recipient Party within a reasonable time (not to exceed thirty (30) calendar days) after the disclosure. However, failure to provide this summary will not affect the qualification of the disclosing Party’s Confidential Information as such if the Confidential Information was identified as confidential or proprietary when disclosed orally or in any other non-tangible form.

“Documentation” the user documentation and training materials pertaining to the Software as supplied by Trapeze;

“Equipment” shall refer to any third party equipment, that may be provided herein and is specified in Exhibit B;

“Software” Trapeze proprietary software licensed to the Licensee, as identified in Exhibit B of this Agreement;

“Statement of Work” the specifications for the Services to be provided by Trapeze and the Licensee, attached hereto as Exhibit B;

“Third Party Software” any licensed software products, as further may be outlined in Exhibit B, that are provided hereunder which are not Trapeze intellectual property;

2. Software License The licenses granted for the Software are confirmed as follows:

Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by Trapeze and on hardware approved by Trapeze as of the License Date referred to in Exhibit B (“License Date”), restricted to the places of business of the Licensee, for the Licensee’s own operations, in accordance with the operational characteristics described in Exhibit B.

- (a) Trapeze hereby grants to Licensee 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.
- (b) Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely to process Licensee’s own data, and the software may not be used on a service bureau or similar basis to process data of others.
- (c) the license to use the database underlying the Software (“Trapeze Transit Database”) is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of the Software components. Unless expressly included herein, all other access rights to the Trapeze Transit Database are

excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the Trapeze Transit Database. Notwithstanding the previous two sentences, Licensee may develop interfaces to the Trapeze Transit Database either (i) on its own based on the information and Documentation provided by Trapeze to extract data for its internal benefit, so long as such interfaces do not write to, edit, modify or materially degrade the performance of the Trapeze Transit Database or (ii) to a Trapeze-published application programming interface ("API"), which may be licensed from Trapeze. However, Licensee shall retain ownership of the raw data that is inputted into the Trapeze Transit Database and any data generated thereof.

- (d) In the case of any third party Equipment, Third Party Software, related Documentation, or third-party services provided under this Agreement, such third party shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. The terms and restrictions of the license grants contained in Section 2, in addition to any other terms required by any third party licensor(s), will apply to the use of any Third Party Software and related Documentation, and the licensors of such Third Party Software are third party beneficiaries of the rights granted under those terms. Where required, Licensee shall enter into a separate end-user-license agreement depending on the product(s) procured. Licensee may only transfer any Software or third Party Software embedded with any Equipment in accordance with the terms and conditions of this Agreement.
- (e) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software, third Party Software, or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Trapeze. Trapeze shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether pre-existing or developed under this Agreement. Furthermore, neither this Agreement 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 Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by Trapeze. Licensee agrees to: (i) take reasonable steps to maintain Trapeze's and/or its subcontractor's intellectual property rights; (ii) not sell, transfer, publish, display, disclose, or make available the Software, Third Party Software or Documentation, or copies of the Software, Third Party Software or Documentation, to third parties except where Licensee may disclose software to designated government representatives under a nondisclosure agreement executed by both parties, (iii) not use or allow to be used, the Software, Third Party 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 Trapeze's written consent.

3. Software Services

Additional services, including but not limited to training, installation, or testing (collectively, the "Services"), may be added by the Parties' representatives via a work order under this Agreement. The Parties agree that the pricing and scope of such additional Services will be finalized between the project managers and any work orders or purchase orders associated with such additional Services shall be governed by the terms of this Agreement, notwithstanding the presence of any standard terms and conditions associated with such work orders.

4. Software Acceptance

Licensee specifically agrees and hereby represents that it has previously accepted the Software modules identified herein.

5. Software Warranty

- a. Licensee specifically agrees and hereby represents that, it has previously accepted the Software modules identified herein, is currently using said Software, and, as a result, there is no product warranty associated with the Software.
- b. Trapeze warrants it has the right to (i) enter into this Agreement and (ii) grant the licenses pursuant to this Agreement. No separate warranty is provided or included by Trapeze with respect to any third party licensed products including any embedded third party software or Equipment. Trapeze shall flow

through any and all third party warranty terms that may apply. Trapeze agrees that it shall be the first point of contact for corrective or remedial services with respect to any embedded software, however specific support and upgrades for such embedded software shall be delivered through the applicable third party provider. Any third party Licenses or Services required to migrate the Software due to any future upgrade or migration of the embedded software are not included in the pricing under this Agreement and will be separately quoted by Trapeze.

- c. **The foregoing warranties are 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. Trapeze does not represent or warrant that the 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.**
6. Software Maintenance During any warranty period and for any annual support period for which maintenance fees have been paid in full by Licensee, and the Software has not reached its commercial end of life:
- a. Trapeze will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation;
 - b. In the event that Licensee detects any errors or defects in the Software, Trapeze will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 8 pm EST (Except North American holidays) and an available twenty-four hours per day line for emergency support in accordance with the Trapeze Service Standards identified in Exhibit B. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website, and;
 - c. Licensee shall be placed on Trapeze's mailing list to receive notifications of updates and Upgrades to Software furnished under this Agreement, excluding Third Party Software mailings; this shall include application software, system software, and software which Trapeze customizes for this project. Licensee agrees to install updates and Upgrades in timely manner and further agrees that Trapeze shall provide maintenance services only for the current release of the Software and all other releases whose version number begins with either the same number or two previous numbers left of the left most dot. If Trapeze provides support for versions of the Software other than those specified above, such support will be treated, billed, and paid for, as additional Services.
 - d. Documentation for Software Difficulty: Upon the identification of a possible fault or difficulty within any of the Software to be supported hereunder, Licensee shall promptly issue a trouble report to Trapeze that shall include the following information:
 - i. Date of performance anomaly;
 - ii. Software module in question and location of where Software is installed;
 - iii. Detailed system description of performance anomaly;
 - iv. Version number of Software and severity/impact to Licensee's operations;
 - v. Contact name and phone number.

The trouble report information may also be communicated verbally to Trapeze via telephone. Trapeze shall forward the trouble report to the designated repair technician.
 - e. Software Excluded from Maintenance: The Parties agree that the above maintenance services shall not apply to maintenance of Third Party Software and Trapeze shall be under no obligation to provide any maintenance services to the Licensee with respect to such third party Software. Trapeze shall be the first point of contact with respect to embedded third Party Software but remedial services may be required from the respective third party provider. The Parties further agree that the above maintenance services shall

not include services which may be required to identify or correct errors, defects, or performance issues in the Software which are caused by the actions or omissions of the Licensee, its employees, contractors or vehicle riders described in the following sentence. In the event that Software is subjected to any of the conditions below by Licensee or any third parties, such Software shall be excluded from maintenance service coverage:

- a. Software subjected to negligence;
 - b. Software subjected to cannibalization or vandalism ;
 - c. Software subjected to alteration or repair in a manner which conflicts with Trapeze's written repair procedures, specifications, or license terms;
 - d. Software subjected to inadequate handling.
 - e. Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
 - f. Software altered as a result of third party service bulletins.
- f. Disclaimer Trapeze does not represent or warrant that the Software under maintenance shall meet any or all of Licensee's particular requirements; or the operation of the Software under maintenance shall be error-free or uninterrupted. Additionally, Trapeze makes no representations with respect to any third party tablets that are procured by the Licensee. Licensee's sole and exclusive remedy and Trapeze's entire obligation for breach of the obligations hereunder shall be to either repair or replace the defective Software under maintenance.
7. **Payment** For the Trapeze Software currently under maintenance, Licensee shall pay annual maintenance fees to Trapeze as provided in Exhibit B (the "Maintenance Fee"), attached hereto. This fee shall be subject to change as set out in Exhibit A. Licensee shall issue a Purchase Order annually specifying the amount set forth in the Trapeze invoice for maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that either Party wishes to terminate the maintenance services to be provided under this Agreement with regards to a product, the terminating Party must provide the other Party with no less than ninety (90) days written notice of such termination before the expiration of the then current maintenance period, during which ninety day period the applicable maintenance fees will remain payable. Trapeze may suspend provision of any maintenance services during any period of time during which the applicable maintenance fees remain unpaid by Licensee.

Licensee shall pay invoices within forty-five (45) days of receipt. In the event of an invoice dispute, Licensee shall leave five (5) business days from date of receipt of invoice to advise Trapeze of the reasons for disputing the invoice in question. If Trapeze has not received such notification within such time frame, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to Trapeze upon signing of this Agreement to avoid payment of the applicable tax to Trapeze.

8. **Trade Secrets and Confidential Information** Licensee acknowledges that all Trade Secrets relating to or concerning the Software, including any modifications made thereto, are owned by Trapeze or Trapeze has the applicable rights of use and Licensee will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without Trapeze's prior written consent. To the extent permitted by law, Licensee shall prohibit any persons other than Licensee employees from using any components of the Software and Licensee shall restrict the disclosure and dissemination of all Trade Secrets reflected in the Software to Licensee's employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

The Parties acknowledge that any Confidential Information disclosed to either Party pursuant to this Agreement shall remain the property of the respective Party. Either Party shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without the other Party's prior written consent. To the extent permitted by law, both Parties further acknowledge that a breach of this section

would cause irreparable harm to the other Party for which money damages would be inadequate and would entitle the non-breaching Party to injunctive relief and to such other remedies as may be provided by law.

9. Media and Publication Licensee shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Agreement without prior written consent of Trapeze, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding Trapeze without the prior written consent of Trapeze upon such terms as may be agreeable to Trapeze. Trapeze reserves the right to publish the results of the work done under this Agreement.
10. Force Majeure Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including, but not limited to: any incidence of fire or flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; acts of war (whether declared or undeclared); terrorism; strikes; any acts, restrictions, regulations, by-laws, refusals to grant a license or permission; prohibitions or measures of any kind on the part of any authority; freight embargoes; delays of either Party's suppliers for like causes ("**Force Majeure**"), provided evidence of such Force Majeure is presented to the other Party, and provided further that such Force Majeure is unforeseeable, beyond the control, and is not due to the fault or negligence of the Party. Either Party shall use commercially reasonable efforts to remove or overcome the cause of Force Majeure and resume work as soon as possible.

Both Parties shall keep in contact with each other as to the status of such Force Majeure and shall agree in writing to a restart date when the facts or matters giving rise to such Force Majeure have concluded and further delays are not foreseen. Upon reengagement of the services to be provided hereunder, Trapeze and Licensee will formulate and agree upon an updated project schedule, taking into account the time frame that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

11. Remote Access Upon request, Licensee shall provide Trapeze with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable Trapeze to monitor the operation of the Software.
12. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, Trapeze will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. Trapeze will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives Trapeze prompt notice of the claim and Trapeze is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in Trapeze's opinion is likely to become, the subject of such a claim, Trapeze may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. This is Trapeze's entire liability concerning intellectual property infringement. Trapeze will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by Trapeze, or use of the Software contrary to this Agreement or the Documentation.

13. Limitation of Liability

- (a) Trapeze and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.
- (b) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. Trapeze shall not be

responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet or of any mobile or wireless network.

- (c) Trapeze will not be liable to Licensee or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:
 - (i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or
 - (ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.
- (d) Trapeze's aggregate liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement (whether or not in the manner permitted by this Agreement) including claims for breach of contract, tort, misrepresentation, or otherwise will be absolutely limited to the amount of the license fees paid by Licensee.
- (e) Trapeze will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:
 - i. incidental or consequential damages, whether foreseeable or not;
 - ii. special damages even if Trapeze was aware of circumstances in which special damages could arise;
 - iii. loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.
- f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

14. Termination The license granted by this Agreement is effective until terminated.

- (a) Either party may terminate this Agreement or any part of it for its convenience upon ninety (90) calendar days' prior written notice to the other Party.
- (b) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement, 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 Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws or (iii) Licensee breaches the license rights granted herein or violates Trapeze's intellectual property rights.
- (c) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of Trapeze, Trapeze shall have the right to terminate this Agreement immediately.
- (d) Licensee agrees that in the event that in Trapeze's sole opinion the Software reaches end of its commercial viability (commercial end of life) at a future point in time Trapeze shall be able to terminate this Agreement with respect to the maintenance services to be provided herein. In the event of such termination, Trapeze shall provide Licensee with a one (1) year notice prior to termination of maintenance services.
- (e) In the event Licensee terminates this Agreement for any reason, Licensee shall pay Trapeze for all license fees and service fees their due, and all costs incurred up to and including the date of termination.

- (f) If this Agreement is terminated, Licensee will immediately return to Trapeze all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to Trapeze that all copies or partial copies of the Software, the Documentation and such other materials have been returned to Trapeze or destroyed.
15. Assignment This Agreement, or any of the rights or obligations of Trapeze created herein, may be assigned by Trapeze, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of Trapeze.
16. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, USA. The parties specifically acknowledge and agree that any actions, claims or proceedings under or relating to this Agreement shall be brought on or commenced by either Party only in the relevant courts in the city of West Palm in Beach, the State of Florida, USA. The provisions of the US Convention on Contracts for the International Sale of Goods is expressly excluded.
17. Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfilment by either party after the termination of this Agreement shall survive such termination.
18. Severability If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void and does not relate to the payments to be made to Trapeze. If the remainder of this Agreement, as the case may be, shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.
19. Notices All notices hereunder shall be in Writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date, which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.
20. Audits Licensee's use of any of the Software is limited to the operational characteristics and such other usage restrictions as are set forth in this Agreement, including but not limited to Exhibit A. Software may contain or, subject to five (5) days written prior notice Trapeze will have the right to install, a reporting tool that audits and transmits information periodically to Trapeze regarding the usage and operational characteristics of the Software. The purpose of any audit will be to verify compliance with the terms and conditions of this Agreement. Licensee acknowledges that the Software may include license keys, password protection, anti-copying subroutines and other security measures designed to limit usage of the Software to that which is licensed hereunder. Such measures shall not interfere with Licensee's normal and permitted operation of the Software as licensed hereunder. Licensee and Trapeze will amend the Agreement to account for any increased operational characteristics revealed by an audit and Licensee shall promptly pay to Trapeze any amounts shown by any audits to be owing to Trapeze.
21. Waiver No action or failure to act by either party shall constitute a waiver of any right or duty afforded it under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. The express provision herein for certain rights and remedies of either party shall not be construed to deprive the other party of any other rights and remedies to which it would otherwise be entitled under applicable law.
22. Counterparts This Agreement may be approved by the signatories by counterparts delivered electronically or by courier, which when properly executed by each respective party and read together shall comprise a fully executed Agreement.

23. Independent Contractor It is understood that in the performance of the Agreement, services and/or sale of goods under this Agreement, Trapeze is acting solely as an independent contractor. Nothing in this Agreement shall be construed or implied to create a joint venture, partnership, corporation, or business association.

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**EXHIBIT B
STATEMENT OF WORK**

(Follows this page)

**Palm Tran Connection
DriverMate Solution
Statement of Work**

August 10, 2023

Submitted by:
Katie Phillips, MoD Solution Consultant
Tel: 319-432-1520
katie.phillips@trapezegrup.com



Table of Contents

Section 1: Introduction	1
Section 1.1: Background.....	1
Section 1.2: Objective.....	1
Section 2: Trapeze Professional Services	1
Section 2.1: Personnel	1
Section 2.2: Implementation Methodology Overview	1
Section 3: Project Implementation Approach	2
Section 3.1: Project Kick-Off	2
Section 3.2: Project Design	2
Section 3.3: Software Installation and Configuration	2
Section 3.4: Installation Testing.....	3
Section 3.5: Training.....	3
Section 3.6: DriverMate Pilot – Proof of Concept	4
Section 3.7: DriverMate Fleet Rollout.....	6
Section 3.8: Responsibilities and Deliverables	7
Section 4: Project Duration	8
Section 5: Project Management	9
Section 6: PTC’s Resource Requirements	10
Section 7: Project Budget	11
Section 7.1: Pilot - Proof of Concept (POC).....	11
Section 7.2: Full Fleet Rollout	11
Section 7.3: Long Term Support	11
Section 7.4: Payment Milestones	12
Section 8: Project Assumptions	13

Section 1: Introduction

Section 1.1: Background

The purpose of this document is to provide Palm Tran Connection (“PTC”) with a quote and scope of work for the implementation of the Trapeze DriverMate solution. The following information defines the implementation services to be provided by Trapeze, as well as the support required from PTC staff and resources.

Section 1.2: Objective

PTC is looking for a hardware and software solution (e.g., Android or iOS tablet) in order to increase flexibility in deployment, maintenance, and replacement of the MDTs as operationally required, as well as to fully integrate with Trapeze PASS solution.

Trapeze proposes the implementation of the DriverMate solution, which will fully meet the outlined objective and will help enhance PTC’s Trapeze PASS dispatch system by enabling wireless data communication between drivers and dispatchers. The DriverMate solution will provide functionality for two-way data messaging capabilities and GPS data communication, as well as ‘real-time’ vehicle positioning and schedule adherence information.

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 DriverMate solution as defined in this statement of work.
- **Implementation Consultant(s):** The primary technical point(s) of contact supporting the design, installation, configuration, testing, implementation, training, and deployment of the Trapeze solution.

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. Project Design
3. Software Installation and Configuration
4. Installation Testing
5. Training
6. DriverMate Pilot – Proof of Concept
7. Acceptance Testing
8. DriverMate Full Fleet Rollout – pending approval from Palm Tran and additional notice to proceed.

Section 3: Project Implementation Approach

Section 3.1: Project Kick-Off

Following contract execution, Trapeze and PTC 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 the preliminary project schedule. Project teams from both Trapeze and PTC are expected to attend the kick-off meeting.

Section 3.2: Project Design

The Project Design meetings for DriverMate will be held remotely over the course of up to one (1) day. In preparation for these discussions, PTC will be expected to provide Trapeze with any relevant operational materials and/or documentation requested.

The following topics will be covered during these meetings and calls:

- PTC business needs
- Existing infrastructure (back office, network, cellular, etc.)
- Current operational environment (policies/procedures) as they relate to the paratransit driver/MDT process.
- Software configuration
- Hardware recommendations
- Project timelines
- Testing, training, and transition strategies

A preliminary Project Design Document outlining deliverables, goals and objectives, configurations, and expected project timelines for the implementation will be prepared by Trapeze and shared with PTC 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 the preliminary Project Design Document, Trapeze will share the document with PTC to review and provide comments. PTC will have five (5) business days to complete the review of the preliminary Project Design Document, after which the Trapeze project manager will coordinate a meeting with PTC's project team to review the comments. Following this meeting, Trapeze will revise the preliminary Project Design Document to address PTC's comments and feedback and will provide a final version of the Project Design Document.

Section 3.3: Software Installation and Configuration

DriverMate Backoffice Software

Trapeze will work with PTC to remotely install and configure (as necessary) the following back-office software in PTC's test environment.

- PASS-MON (MDT Server) – the MDT Server will be required for DriverMate to communicate with PASS data.
- XGate – enables communication between DriverMate and the new MDT Server
- XMM – remote management utility for tablets

To assist Trapeze with the software installation, PTC will provide remote access (VPN, etc.) to the necessary servers. If remote access is unavailable, Zoom or PTC's preferred secure connection will be used as an alternate method for connecting to the servers.

Android Tablets

PTC will be responsible for the purchase and installation of all three hundred (300) Android tablets into their fleet of vehicles (eleven (11) pilot and two hundred eighty-nine (289) fleet rollout). Only tablets that have been approved by Trapeze shall be installed.

DriverMate In Vehicle Software

Trapeze will provide remote assistance on the installation and configuration of the DriverMate software on PTC's eleven (11) pilot vehicles.

PTC will then be responsible for:

- Installing the DriverMate software on their tablets.
- Any Mobile Device Management (MDM) software installed on their tablets (if necessary).
- All mounting equipment, cabling, tablets, and cellular plans need to be procured by PTC and available for installation/use prior to project kick-off.

Section 3.4: Installation Testing

Installation Testing will occur after the new back-office software has been installed in PTC's test environment. This testing is designed to ensure the back-office software is functioning properly within PTC's test environment, as well as with third party software, as necessary. Installation Testing will also ensure successful demonstration of all requirements as documented in the approved Project Design Document.

During Installation Testing, PTC will grant Trapeze access to their servers so that Trapeze can perform testing of key Back-Office software functionality and validate the functionality and communication of the software with other servers within PTC's test environment. During Installation Testing, Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
- General software functionality is working as designed
- All configurations and settings are functioning as agreed upon in the Project Design Document

Upon completion of Installation Testing, Trapeze will work with PTC to schedule training.

Section 3.5: Training

Training Requirements

In order to facilitate remote training, PTC will be responsible for coordinating each training class. This includes creating the meeting (via Zoom, Webex, MS Teams, etc), sending out meeting invites and, if desired, recording the training. PTC will also be responsible for setting up a training environment that includes the following equipment:

- Training will take place using PTC's test environment. If required, it will be the responsibility of PTC to mask their training data, ensuring any sensitive data is protected.
- A networked computer with access to the test system for every trainee
- Tablets with DriverMate installed and connected to the test environment

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

Training Delivery

Trapeze product training is based on standard training agendas, and sessions vary in length based on topic. PTC resources are encouraged to participate in all training sessions related to their field, as discussed during the Project Design activities. Training sessions cannot exceed eight (8) employees per session. Training will be provided to the following employees only:

- Internal Trainers
- System Administrators
- Select end users

The following table outlines the proposed training and timelines for training to be used during this implementation:

Module	Training Topic	Duration (Days)	On-site/Remote
DriverMate	Driver Training (Proof of Concept – Pilot)	0.5	Remote
	Driver Training (Fleet Rollout)	0.5	Remote
	System Administrator Training (Fleet Rollout)	0.5	Remote

DriverMate Driver Training

- The training will be conducted using a train-the-trainer approach in a workshop environment
- Upon training completion, PTC will be responsible for training the remaining drivers on the use of the DriverMate software
- Driver training will cover all functionality of the DriverMate software, including:
 - Logging On/Off
 - Viewing the Manifest
 - Arriving and Performing trips
 - Sending Text Messages
 - Navigational Mapping

DriverMate System Administrator Training

- Reviewing DriverMate software configuration settings
- Basic troubleshooting for DriverMate and the Back-Office software

Section 3.6: DriverMate Pilot – Proof of Concept

Following Driver Training for the Proof of Concept, Trapeze will assist PTC in the migration of the software to PTC’s production environment.

The DriverMate Proof of Concept Plot, involves Trapeze working with PTC to ensure all aspects of DriverMate, and PASS are functioning properly from a back office and pilot vehicle perspective. This will include assisting

both drivers and dispatchers on using the new software and ensuring that staff can use the software in a live, production setting.

Following the DriverMate installation on the eleven (11) vehicles, a forty-five (45) business day pilot period will begin. During this time, PTC will use the DriverMate solution in revenue service to ensure all software features are working as expected and help drivers familiarize themselves with the new software. The expectation is for PTC to track any issues encountered during the pilot period and report them to Trapeze for defect review tracking and resolution as documented in Acceptance Testing section below.

Trapeze will provide remote support to assist with troubleshooting and/or answering questions arising from using the software during this pilot period but will only fix critical issues during this time that prevents the pilot from being completed.

Acceptance Testing

During the DriverMate Pilot, PTC will also conduct Acceptance Testing which involves utilizing the DriverMate software to ensure it responds accurately to user inputs and that all features and functions work as specified in the Project Design Document. Acceptance Testing is expected to begin upon completion of the DriverMate installation on the eleven (11) vehicles.

PTC will have ten (10) business days in which to perform an initial comprehensive end-to-end round of Acceptance Testing, which is expected to occur in conjunction with the pilot. 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, PTC will provide a document describing the defects that were encountered throughout the pilot period (if any exist). 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.
 - o 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.
 - o 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

PTC will identify the priority of each defect and indicate the desired resolution sequence (1 = soonest resolution desired). Trapeze will make every 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. PTC 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 PTC will be asked to execute another round of Acceptance Testing.

Once PTC confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete, and PTC will be required to sign off on the Acceptance Testing.

Pilot Closure

Upon completion of the 45 business day pilot period, PTC will have five (5) business days to notify Trapeze in writing of a successful pilot and Notice to Proceed with Full Fleet Rollout. Trapeze will then transition support of the eleven (11) pilot DriverMate vehicles to the Trapeze maintenance and support program. 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.

If Trapeze has not received notice of a successful pilot after five (5) business days, or PTC notifies Trapeze in writing the pilot was unsuccessful, the eleven (11) pilot vehicles would not transition to customer care, a full fleet rollout will not ensue and any additional license, maintenance, development, or Full Fleet Rollout implementation charges will not be incurred. PTC will then have five (5) business days to:

- Remove the DriverMate software from their tablets.
- Grant Trapeze access to their servers to remotely uninstall the XGate, MDT Server and XMM software.

Section 3.7: DriverMate Fleet Rollout

Following the pilot support period, and PTC issuing the Notice to Proceed for Full Fleet Rollout, PTC will begin rolling out the DriverMate software to their remaining fleet of two hundred eighty-nine (289) vehicles.

Training

During the rollout period, Trapeze will provide:

- Refresher Driver Training (if necessary) – up to 4 hours
- System Administrator Training – up to 4 hours

Full training details and requirements are outlined in Section 3.5 Training.

Deployment Support

PTC will be responsible for completing all aspects of the full fleet rollout for the remaining two hundred eighty-nine (289) Revenue Vehicles.

PTC Subject Matter Experts (SME's) are expected to be the first level support for end-users during the deployment phase. SME's will be expected to provide support on how to use the new system, answer questions regarding functions that may be unfamiliar, and reinforce key functionality and future training points. During this stage, Trapeze will act as an escalation point for various issues that the PTC SMEs are unable to resolve.

Once ninety (90) percent of the fleet is live, Trapeze will provide remote go-live support over the course of one (1) week. PTC 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 one (1) week 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 3.8: Responsibilities and Deliverables

Activity	Trapeze Responsibilities	PTC Responsibilities	Deliverables
Project Kick-Off	<ul style="list-style-type: none"> • Lead project kick-off meeting • Collaborate with PTC in developing project schedule 	<ul style="list-style-type: none"> • Assist in developing project schedule and kick-off presentation • Provide inputs for PTC-led activities 	<ul style="list-style-type: none"> • Kick-off meeting • Kick-off Presentation (MS PowerPoint) • Preliminary project schedule (revised as necessary) • Draft Project Plan
Project Design	<ul style="list-style-type: none"> • Conduct Project Design meeting(s) 	<ul style="list-style-type: none"> • Participate in Project Design meeting(s) • 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
Software Installation and Configuration	<ul style="list-style-type: none"> • Install software in PTC's test environment 	<ul style="list-style-type: none"> • Complete all hardware installation(s) • Provide access to test environment • Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security 	<ul style="list-style-type: none"> • Installed software in PTC's test environment

		<ul style="list-style-type: none"> • Install Trapeze pre-requisite software (e.g. ODBC connections, database servers, etc.) 	
Installation Testing	<ul style="list-style-type: none"> • Perform Installation Testing 	<ul style="list-style-type: none"> • Provide technical consulting as required • Provide access to test environment 	
Training	<ul style="list-style-type: none"> • Review training topics with PTC • Conduct training session(s) 	<ul style="list-style-type: none"> • Ensure trainees are prepared and engaged in all training activities 	<ul style="list-style-type: none"> • Training agenda • Completed training session(s) • Available user manuals
DriverMate Pilot – Proof of Concept	<ul style="list-style-type: none"> • Conduct eleven (11) vehicle pilot 	<ul style="list-style-type: none"> • Have tablets installed and configured in eleven (11) pilot vehicles • Schedule trained drivers to operate pilot vehicles 	<ul style="list-style-type: none"> • DriverMate installed in eleven (11) pilot vehicles
Acceptance Testing	<ul style="list-style-type: none"> • Support PTC 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
DriverMate Full Fleet Rollout	<ul style="list-style-type: none"> • Provide remote support during vehicle rollout 	<ul style="list-style-type: none"> • Install and configure tablets on remaining vehicles • Install DriverMate on remaining vehicles 	<ul style="list-style-type: none"> • Completion of full fleet rollout and installation of in-vehicle hardware and software

Section 4: Project Duration

This implementation inclusive of pilot and full fleet rollout is expected to be completed within eight (8) months from the completion of the project kick-off meeting. The pilot is expected to be completed within twelve (12) weeks of the project kick-off meeting. Pending successful proof of concept, resource availability and allocation, PTC will issue a Notice to Proceed, and PTC is expected to complete the Full Fleet Rollout of DriverMate to its fleet within twenty (20) weeks upon completion of the pilot. Trapeze also assumes that each activity (listed in Section 2.2) will commence no more than five (5) business days following the completion of the previous activity.

Following contract execution, a mobilization period may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with PTC.

The pilot is expected to follow the below implementation methodology with the following activities expected to occur each week during the twelve (12) week duration.

- Week 1: Project Design
- Week 2: Software Install, Installation Testing and Training
- Week 3: Pilot Kick-off

- Weeks 4 to 11: Pilot
- Week 12: Pilot Completion

If the length of the pilot exceeds twelve (12) weeks from the kick-off meeting, or the length of the full fleet rollout exceeds twenty (20) weeks, or any activity does not commence within five (5) business days following the completion of the previous activity either due to PTC readiness or resourcing delays, a change order may be required to fund the extension.

Section 5: Project Management

Trapeze will provide remote project management support for the entire duration of the project. The Trapeze project manager will be responsible for:

- Successful planning, design, and execution of the project
- Effective stakeholder communication
- Risk mitigation
- Meeting project milestones

The project manager will be the key point of contact for PTC for the duration of the project. Trapeze will also require PTC 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 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, PTC will be asked to sign off on the milestone and confirm agreement with project moving forward.

Section 6: PTC'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 PTC • Coordinate conference calls and meetings, as required • Coordinate training preparation • Coordinate training session(s) • Coordinate completion of pilot and vehicle rollout • Coordinate completion of Acceptance Testing • Coordinate PTC activities • Work with the Trapeze project manager to identify risks, issues, and mitigations throughout the project • Coordinate software deployment activities
Subject Matter Experts	20% of their time for the full duration of the project	<ul style="list-style-type: none"> • Participate in the completion of the Project Design activities, as well as PTC activities • Participate in the review of all documentation • Participate in all training session(s) • Assist project manager with completion of Acceptance Testing • Perform full fleet rollout with assistance from Trapeze • 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"> • Procure and configure hardware to a 'Trapeze Ready State' (i.e., operating system installed, servers and workstations configured, etc.) • Participate in System Administrator training
End Users/ Testers	50% of their time during Testing	<ul style="list-style-type: none"> • Execute Acceptance Testing • Record and report any software defects

Section 7: Project Budget

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

Section 7.1: Pilot - Proof of Concept (POC)

Item	Description	Cost (USD)
1	Software Licenses	\$0
2	Implementation Services	\$41,750
	Total Cost	\$41,750

Section 7.2: Full Fleet Rollout

Item	Description	Cost (USD)
1	Software Licenses	\$126,299
2	Implementation Services	\$50,925
	Total Cost	\$177,244

Pending successful proof of concept, resource availability and allocation, PTC will issue a Notice to Proceed for Full Fleet Rollout.

Pricing Notes

- Software Licenses are based on a fleet wide migration of two-hundred and forty-one (241) vehicles transitioning from Ranger MDC's to DriverMate tablets and the purchase of fifty-nine (59) additional DriverMate Software Licenses. (XGate, XMM and PASS-MON)
 - PTC is currently licensed for and paying maintenance on two-hundred and forty-one (241) XGate, XMM and PASS-MON Software Licenses.
 - With the addition of fifty-nine (59) additional DriverMate Software Licenses (XGate, XMM and PASS-MON) PTC will be licensed for a total fleet of three hundred (300) total vehicles with DriverMate tablets.

Section 7.3: Long Term Support

Item	Description	Cost (USD)
1	90-day Warranty	N/A
2	Year 1 Maintenance	\$35,520

Long Term Support Notes

- Long term support costs represent the **additional yearly cost** of the DriverMate solution, pending successful proof of concept, resource availability and allocation, PTC will issue a Notice to Proceed for Full Fleet Rollout including long-term support costs. PTC will continue to be supported for the complementary software components (PASS-MON) through their existing maintenance agreement for those products.

Section 7.4: Payment Milestones

The below payment milestones shall be followed throughout the implementation. These milestones will apply to services only.

Payment Milestones	% of Contract Value
Milestone 1: Project Kick-Off	5% of POC Services
<ul style="list-style-type: none"> • Acceptance Criteria: Completion of the project kick-off meeting 	
Milestone 2: Project Design Review	25% of POC Services
<ul style="list-style-type: none"> • Acceptance Criteria: Delivery of preliminary Project Design Document 	
Milestone 3: Software Installation – Test	25% of POC Services
<ul style="list-style-type: none"> • Acceptance Criteria: Installation of software in PTC's Test Environment 	
Milestone 4: Training	25% of POC Services
<ul style="list-style-type: none"> • Acceptance Criteria: Completion of all POC training session(s) 	
Milestone 5: Acceptance Testing – Round 1	15% of POC Services
<ul style="list-style-type: none"> • Acceptance Criteria: Completion of the initial ten (10) business day Acceptance Testing period 	
Milestone 6: Acceptance Testing	5% of POC Services
<ul style="list-style-type: none"> • Acceptance Criteria: Resolution of critical and major defects as identified during Acceptance Testing 	
Milestone 7: Full Fleet Rollout Notice to Proceed	100% of the Full Rollout Licenses
<ul style="list-style-type: none"> • Acceptance Criteria: Notice to Proceed issued for Full Fleet Rollout 	
Milestone 8: Software Installation – one hundred and fifteen (135) vehicles	50% of Full Fleet Rollout Services
<ul style="list-style-type: none"> • Acceptance Criteria: Completion of DriverMate software installation in one hundred and fifteen (135) of PTC's vehicles 	
Milestone 9: Completion of all software Installations	50% of Full Fleet Rollout Services
<ul style="list-style-type: none"> • Acceptance Criteria: Completion of DriverMate software installation in up to ninety (90) percent or two hundred and seventy (270) of PTC vehicles 	

Section 8: Project Assumptions

General

1. This implementation is a fixed-fee engagement.
2. All services will be delivered remotely.
3. Pricing does not include any applicable taxes or expenses associated with PTC and any of their resources assigned to the project.
4. The software will be implemented "off-the-shelf" and will provide functionality as described in the software literature for the software version being implemented.
5. All software will take advantage of the existing Trapeze infrastructure, data sources and software unless otherwise stated.
6. PTC is responsible for the purchase and installation of any required server and workstation hardware and software (servers shall be preconfigured to Trapeze's specifications), if necessary.
7. Any services or requests not identified within this statement of work, including reviewing or correcting data integrity issues, 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.
8. Any integration with third party software or systems will be the responsibility of PTC.
9. A PTC system administrator will be readily available for all configuration, installation, testing, and deployment activities.
10. PTC will be required to provide a dedicated representative to coordinate and support remote training with Trapeze personnel and an authorized resource to sign off on training.
11. All execution of test cases will be the responsibility of PTC.
12. Trapeze will on request provide standard, generic test cases. It is PTC's responsibility to modify the generic test cases to meet their operational requirements.
13. If proof of concept is not validated, a full fleet rollout will not ensue and any additional license, maintenance, development, or implementation charges will not be incurred.
14. If proof of concept is not validated, PTC will have five (5) days to remove the DriverMate software from their tablets.
15. This Statement of Work is valid until December 31, 2023.

DriverMate

16. PTC is responsible for the purchase, installation and mounting of all Android tablet devices.
17. Only tablet devices that have been approved by Trapeze shall be installed.
18. All mounting equipment, cabling, tablets, and cellular plans need to be procured by PTC and available for installation/use prior to project kick-off.
19. PTC is responsible for all connectivity between tablets and PASS servers. This includes, but not limited to cellular connections and firewall rules.
20. All in-vehicle installations and vehicle rollout activities are the responsibility of PTC.
 - Pilot installs are assumed to take place over no more than a one (1) week period.
 - Roll-out installs are assumed to take place over no more than a twenty (20) weeks period following the completion of Acceptance Testing.

21. PTC is responsible for the purchase and maintenance of wireless data plans from a public wireless carrier (1GB per vehicle, per month: pooled plan).

EXHIBIT C
INSURANCE REQUIREMENTS

(Follows this page)

EXHIBIT C - INSURANCE REQUIREMENTS

The CONTRACTOR shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- C. **Professional Liability:** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONTRACTOR warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- D. **Cyber Liability/Technology Errors & Omissions:** CONTRACTOR shall maintain Technology Errors & Omissions, or equivalent insurance with coverage for cyber liability and security breach with a limit of liability not less than \$1,000,000 per occurrence, and \$2,000,000 per aggregate. For policies written on a "claims-made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an

Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form.

- E. **Waiver of Subrogation:** Except where prohibited by law, CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:
- Palm Beach County Board of County Commissioners
c/o Palm Tran, Inc.
100 N. Congress Avenue
Delray Beach, FL 33445
Attn: Administrative Services, Procurement
- G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.