

## **SOFTWARE LICENSE AND MAINTENANCE AGREEMENT AMENDMENT #14**

THIS AMENDMENT is made effective this 8 day of September 2020 between:

1. **Trapeze Software Group, Inc.** with its place of business at 5265 Rockwell Drive NE, Cedar Rapids, IA 52402, U.S.A., ("Trapeze"); and
2. **Whatcom Transportation Authority**, with its place of business at 4011 Bakerview Spur Road, Bellingham, Washington, U.S.A. 98226 ("Licensee" or "Whatcom").

**WHEREAS** Trapeze and Licensee intend to amend the Software License and Maintenance Agreement dated November 6, 2006 as amended (the "Agreement"), in order to add the Trapeze PASS WEB and PASS Mobile Application software modules (altogether "New Software") under the scope of the Agreement.

**NOW THEREFORE** Trapeze and Licensee agree as following:

### **Amendment to Agreement**

- (a) The parties agree to the addition of the New Software module to the scope of the Agreement. Any and all reference to "Software" in the Agreement shall be deemed to include the New Software modules. Exhibit A-14, attached hereto, is therefore added to and incorporated within the terms of the original Agreement.
- (b) The parties agree the implementation of the New Software and related services shall be performed by Trapeze in accordance with the Statement of Work, attached hereto as Exhibit C-14.
- (c) The parties agree that the New Software license fees, implementation services fees, expenses, and maintenance fees shall be invoiced and paid by Licensee in accordance with the Summary of Pricing and Payment Schedule, identified in Exhibit B-14, attached hereto.
- (d) The parties agree that the acceptance provisions in the attached Statement of Work will replace the applicable clauses in Section 4 of the Agreement and apply exclusively to the New Software under this Amendment.
- (e) The parties agree that the following replaces the first paragraph of Section 5 (Warranty) in the Agreement for the New Software modules:

Trapeze warrants the New Software modules to operate in all material respects as specified in the Documentation for a period of ninety (90) days from the date upon which the New Software modules are installed in Licensee's test environment. For any breach of this warranty, Licensee's sole and exclusive remedy and Trapeze's entire obligation hereunder shall be to either repair or replace the defective New Software modules. This warranty does not apply to any New Software modules damaged as a result of any

accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze.

- (f) The parties acknowledge and agree that, except as may be specifically provided in this Amendment #14 all installation, testing, training or other services related to the use of the New Software modules by Licensee, and accompanying services shall be provided by Trapeze exclusively and strictly in accordance with, the existing Software License and Maintenance Agreement dated the 6<sup>th</sup> day of November, 2006 (as amended), related pricing as identified in Exhibit B-14 and under the terms of Exhibit C-14, the Statement of Work, attached hereto.
- (g) The parties agree that all Federal terms and conditions as called out in Amendment #5 and Exhibit D-14 will apply to this purchase.
- (h) All remaining terms, conditions, and covenants of the Agreement remain unchanged.

**IN WITNESS WHEREOF**, the parties have caused this Amendment #14 to be signed by their duly authorized representatives as of the date above.

**TRAPEZE SOFTWARE GROUP INC.**

**WTA**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Steve Sawyer

Name: Peter L. Stark

Title: General Manager

Title: General Manager

## EXHIBIT A-14

### PRODUCT LIST

Item	Software	Effective License Date
1	PASS-Web <ul style="list-style-type: none"><li>○ Trip Booking</li><li>○ Trip Confirmations</li><li>○ Trip Cancellations</li><li>○ Where's My Ride</li></ul>	Effective Date of this Contract Amendment #14
2	PASS Mobile Applications (PASS-Apps) <ul style="list-style-type: none"><li>○ Android</li><li>○ iPhone (iOS)</li></ul>	Effective Date of this Contract Amendment #14

Note:

1. Licenses to use the PASS-WEB (Trip Booking, Trip Confirmations, Trip Cancellations, and Where's My Ride) and PASS Mobile Applications (Android and iPhone) software modules are provided to Licensee for paratransit operation with up to 1,000 trips per day.

## EXHIBIT B-14

### Summary of Pricing and Payment Schedule

#### FEES

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

Item	Description	PASS-Web	PASS-Apps	Total (USD)
1	Software Licenses	\$52,324	\$40,000	\$92,324
2	Implementation Services	\$75,573	\$49,227	\$124,800
	<b>Total Cost</b>	<b>\$127,897</b>	<b>\$89,227</b>	<b>\$217,124</b>

#### Pricing Notes:

- The Software will be implemented as a fixed-fee project.
- License fees are based on a paratransit operation with up to 1,000 trips per day.

#### LONG TERM SUPPORT

Item	Description	PASS-Web	PASS-Apps
1	90 Day Warranty	<i>Included</i>	<i>Included</i>
2	Year 1 Maintenance	\$10,465	\$8,000

#### Long Term Support Notes:

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

#### PAYMENT MILESTONES

The below payment milestones shall be followed throughout the implementation and will be invoiced on a per-Software module basis.

Payment Milestones	Percent of Contract Value
<b>Milestone 1:</b> Contract Signing	100% of Software Licenses
<ul style="list-style-type: none"><li>• Acceptance Criteria: Execution of Contractual Agreement</li></ul>	
<b>Milestone 2:</b> Software Installation (Test)	30% of Services
<ul style="list-style-type: none"><li>• Acceptance Criteria: Installation of Software in WTA's test environment</li></ul>	
<b>Milestone 3:</b> Software Demonstration	10% of Services

Payment Milestones	Percent of Contract Value
<ul style="list-style-type: none"> <li>Acceptance Criteria: Completion of the branded Software Demonstration in test</li> </ul>	
<b>Milestone 4:</b> Sandbox Training	10% of Services
<ul style="list-style-type: none"> <li>Acceptance Criteria: Completion of Sandbox training session</li> </ul>	
<b>Milestone 5:</b> Project Design Review	10% of Services
<ul style="list-style-type: none"> <li>Acceptance Criteria: Delivery of draft Project Design Document</li> </ul>	
<b>Milestone 6:</b> Training	10% of Services
<ul style="list-style-type: none"> <li>Acceptance Criteria: Completion of training sessions</li> </ul>	
<b>Milestone 7:</b> Acceptance of Testing Environment	15% of Services
<ul style="list-style-type: none"> <li>Acceptance Criteria: Completion of the initial ten (10) day Acceptance testing period and resolution of critical and major defects</li> </ul>	
<b>Milestone 8:</b> Software Installation (Production)	5% of Services
<ul style="list-style-type: none"> <li>Acceptance Criteria: Installation of Software into WTA's Production environment</li> </ul>	
<b>Milestone 9:</b> Project Closure	10% of Services
<ul style="list-style-type: none"> <li>Acceptance Criteria: Completion of the one (1) week full deployment post go-live support period</li> </ul>	

## EXHIBIT C-14

### STATEMENT OF WORK: PASS WEB AND PASS MOBILE APPLICATIONS

#### 1. INTRODUCTION

The purpose of this document is to provide the Whatcom Transportation Authority (WTA) with a quote and scope of work for the implementation of the following Trapeze Software products:

- PASS-Web
  - Trip Booking
  - Trip Confirmations
  - Trip Cancellations
  - Where's My Ride
- PASS Mobile Applications (PASS-Apps)
  - Android
  - iPhone (iOS)

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

#### 2. TRAPEZE PROFESSIONAL SERVICES

##### 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 Software.
- **Technical Product Specialist(s):** The primary technical point(s) of contact supporting the design, installation, configuration, testing, implementation, training and deployment of the Software.
- **Developer:** The primary resource responsible for completing all web page and mobile application screen design changes.

##### 2.2. IMPLEMENTATION METHODOLOGY OVERVIEW

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

1. Project Kick-off
2. Development

3. Internal Acceptance Testing
4. Software Installation, Demonstration and Sandbox User Training
5. Project Design and Configuration
6. Training
7. Acceptance Testing
8. Deployment and Closure

### **3. PROJECT IMPLEMENTATION APPROACH**

#### **3.1. PROJECT KICK-OFF**

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

Upon conclusion of the kick-off meeting, Trapeze will work with WTA to gain access to a database backup of their current Trapeze environment, as well as access to their corporate branding guide. Trapeze will have resources available to work with Whatcom's database version (currently SQL 2019). Additionally, prior to the installation of the test environment, Trapeze will require WTA to provision a Google Maps API key.

#### **3.2. DEVELOPMENT**

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

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

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

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

#### **3.3. INTERNAL ACCEPTANCE TESTING**

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

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

WTA-Trapeze Amendment #14

Trapeze PASS WEB and PASS Mobile Application Software Modules

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

### **3.4. SOFTWARE INSTALLATION, DEMONSTRATION, AND SANDBOX USER TRAINING**

Following the completion of Internal Acceptance Testing, Trapeze will work with WTA to schedule remote installation and product demonstration activities which will occur over the course of up to sixteen (16) hours (to be completed over the course of a maximum of four (4) days).

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

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

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

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

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

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

### **3.5. PROJECT DESIGN AND CONFIGURATION**

The Project Design meetings will be held remotely over Zoom over the course of up to sixteen (16) hours (to be completed over the course of a maximum of four (4) days). Meetings will be held in the morning of each day, with the afternoon reserved for Trapeze resources to implement changes as discussed throughout the day. Trapeze may reach out to WTA during this period to gain better insight into the daily operations pertaining to current Customer Information processes.



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

- One (1) Traveler Information SME to discuss PASS-Web and PASS-App configurations and functionality
- One (1) Demand Response SME to discuss configurations for how WTA's trip booking policies and preferences will impact Trapeze PASS
- One (1) developer to make changes to the Trapeze Software for the purposes of "look & feel" updates, as well as to support making any required configuration changes

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

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

A completed Project Design Document outlining deliverables, goals and objectives, as-built configurations and recommended process changes will be prepared by Trapeze and shared with WTA 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 draft Project Design Document (which will follow the Project Design meetings), Trapeze will share the draft document with WTA to review and provide comments. WTA will complete the review of the document and make all necessary revisions during the last day of the Project Design meetings. Once all revisions to the Project Design Document have been completed, the document will be considered finalized and training will be scheduled.

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

## **3.6. TRAINING**

### **3.6.1. Training Delivery**

Trapeze product training will be based on standard training agendas. WTA resources are encouraged to participate in the training session(s), as discussed during the Project Design and Configuration activities. The Training session(s) cannot exceed six (6) employees per session.

System Administrator training will include topics related to the Software environment (properties, services, installation paths, configurations etc.), as well as topics related to troubleshooting and managing Trapeze application(s).

The following table outlines the proposed training for this implementation:

Module	Training Topic	Duration (Hours)	On-site/Remote
PASS-Web	System Administrator Training	2.0	Remote
PASS-App	System Administrator Training	2.0	Remote

### 3.7. ACCEPTANCE TESTING

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

WTA will have ten (10) business days in which to perform an initial comprehensive end-to-end round of Acceptance Testing for the Software. All subsequent end-to-end rounds of Acceptance Testing must be completed in no more than five (5) business days.

#### 3.7.1. Testing Defect Review Tracking and Resolution

During both phases of Acceptance Testing, WTA will document and prioritize any defects encountered throughout the testing period (if any exist). Following the completion of a round of testing, WTA will supply Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity levels defined below.

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

- Tab/shortcut keys not working
- Missing input validation
- System recoverable errors

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

At the completion of each round of testing, Trapeze will work remotely to resolve all critical and major defects (if any exist). If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. WTA 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 WTA will be asked to execute another round of Acceptance Testing.

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

### 3.8. DEPLOYMENT AND CLOSURE

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

#### 3.8.1.Limited Deployment

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

#### 3.8.2.Deployment Support

Once WTA is ready for deployment, Trapeze will provide remote go-live support for the launch of the PASS-Web and PASS-Apps Software to WTA's remaining clients over the course of one (1) additional week. WTA 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.

#### 3.8.3 ACCEPTANCE

At the completion of the additional one (1) week deployment support period and the resolution of any critical or major software defects, 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.

### 3.9. RESPONSIBILITIES AND DELIVERABLES

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

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

## 4. PROJECT DURATION

This implementation is expected to be completed within five (5) to seven (7) months from the completion of the project kick-off meeting.

Following contract execution, a mobilization period of up to forty-five (45) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with WTA.

If the length of the project exceeds seven (7) months from the kick-off meeting, either due to WTA readiness or resourcing delays, a change order may be required to fund the extension.

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

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

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

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

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

## 7. PROJECT ASSUMPTIONS

### General

1. WTA is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to Trapeze's specifications).
2. The Software will be implemented "off the shelf" and will provide functionality as described in the most current Software literature.
3. Any services or requests not identified within this statement of work will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
4. Any integration with third party Software or systems will be the responsibility of WTA.
5. All documentation and execution of test cases will be the responsibility of WTA.
6. It is expected that a WTA system administrator will be readily available for all configuration, installation, testing and deployment activities.
7. English and Spanish have been included.
  - WTA will be responsible for providing the appropriate Spanish translations.
8. Pricing assumes that all modules are contracted and delivered in parallel.
9. All services will be provided remotely.
10. Pricing is valid until September 30<sup>th</sup>, 2020.

### PASS-Web

11. Markup development assumes up to two (2) revisions to branding / theming from the generic web pages (initial branding updates; project design feedback/changes if necessary).
  - "Branding" includes theme (primary and secondary) colors, headers and logos only.
    - The standard, out-of-box icons will be included as part of this implementation. No changes (moving / adding) of the icons will be permitted.
  - Only minimal text changes will be permitted – phone numbers, help text, font sizes, map center position, links in the left side menu removed/added.
  - The following are examples of markup updates that will not be permitted:
    - Moving or adding buttons outside of what is included in the out-of-box Software
    - Adjustments to the positioning of all input / output elements
    - Changes to the display of PASS-Web on Apple iOS or Android devices (tablets or mobile phones)
    - Usability deviations from the base Software functionality

- If additional changes will be requested due to modifications or deviations from the approved Project Design Document, the changes will be considered out of scope and will need to be addressed through the Trapeze change order process.
- 12. Data development is not required as part of this engagement.
- 13. Trapeze will install IIS and the Rewrite module, which will be used to secure the PASS-Web pages.
  - WTA will be responsible for obtaining a signed certificate and installing it on the Web server.
- 14. WTA will be responsible for procuring (prior to the installation of the test environment) and maintaining a Google Maps API key to enable the mapping and address matching functionality.
  - The Trapeze address matching functionality can still be used for street addresses, intersections and Trapeze locations/landmarks.

### **PASS-Apps**

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



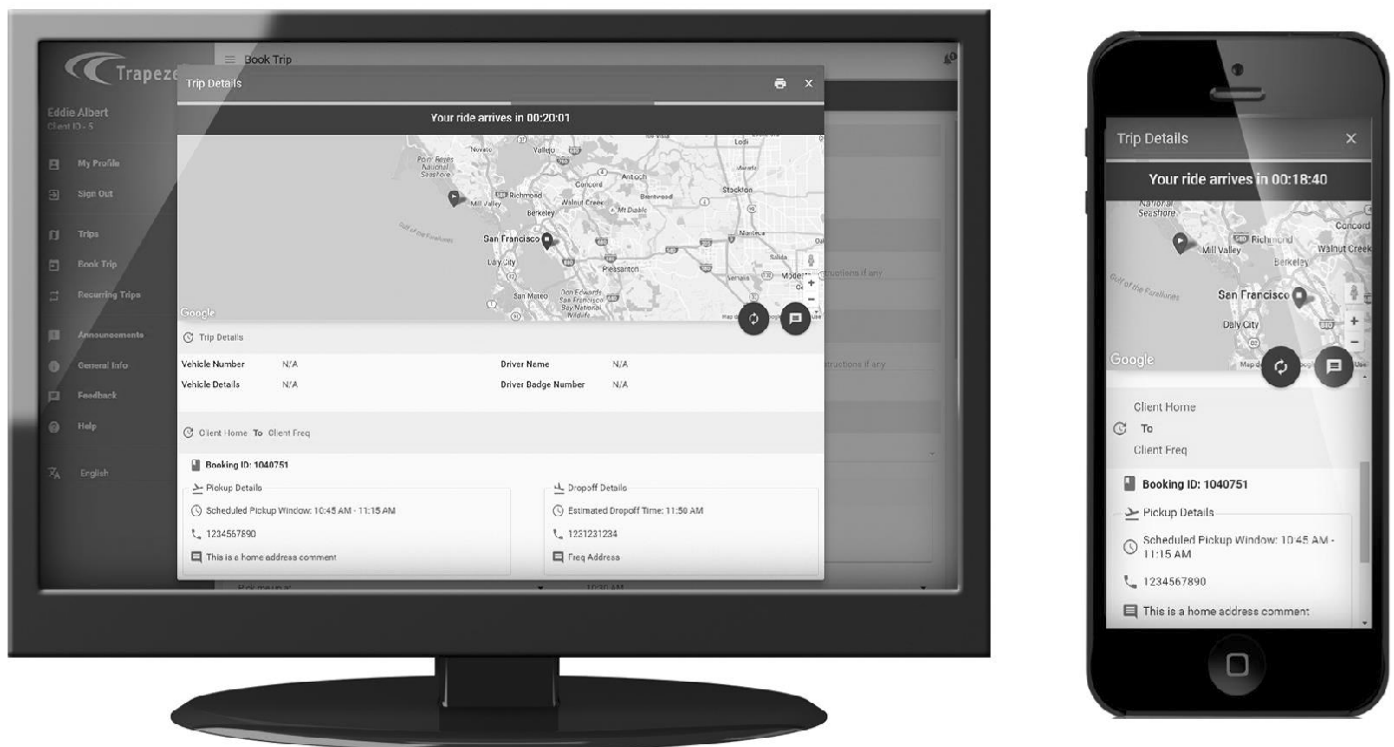
## 8. APPENDIX A – PRODUCT FUNCTIONALITY

### 8.1. PASS-WEB

The PASS-Web desktop applications are designed for desktop or laptop use, and it allows passengers to monitor the location of their vehicle and receive estimated times of arrival. Also, the same application is built with a mobile first approach for smartphones or tablets. The application automatically detects the device and browser (Desktop vs. Mobile) and adjusts the display accordingly using a responsive design.

The application is fully accessible and focuses on usability; it is WCAG 2.0 AA (ADA) compliant and screen reader friendly. The application is agency branded and secure.

With PASS-Web, passengers, mobility managers, service providers, coordinators and others can use their desktop browser, tablet or mobile phone to access “Where’s My Ride” functionality as well as confirm, cancel and book trips online without the need to speak with a reservationist. In addition, passengers have the ability to review or edit personal profile information.



**Fig 1:** Desktop and Mobile View

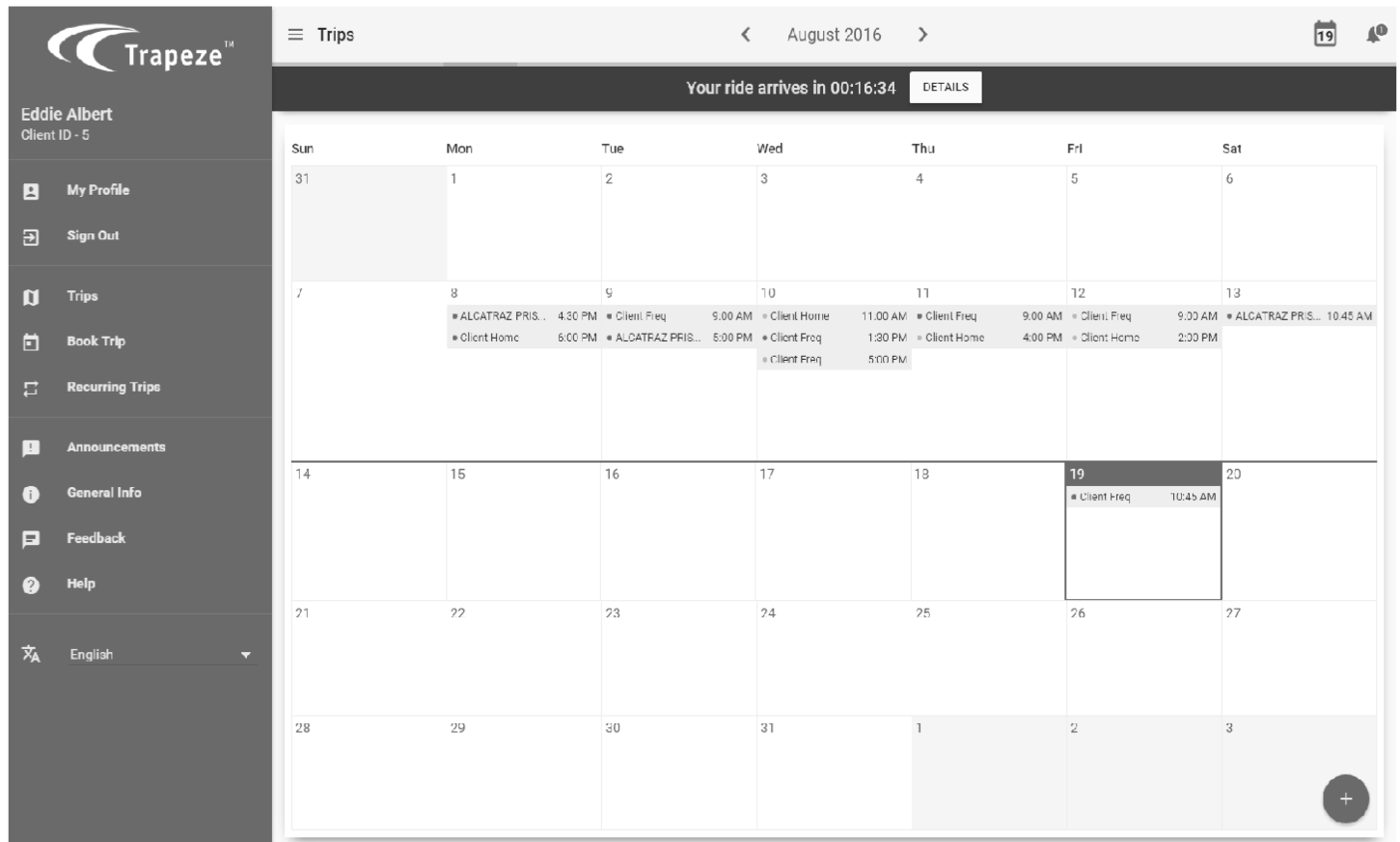
#### 8.1.1. Features

The PASS-Web browser based mobile and desktop solution allows riders to monitor the status of their vehicle on a smartphone, tablet or desktop computer. Specific features include:

#### 8.1.2. Trip Confirmation and Cancellation

- Display all subscription, casual or "on demand" trips

- Confirm and cancel bookings
- View trips by week, month, past or future
- View trip details, including date, time, purpose, provider, origin/destination addresses, and status of trip (scheduled, unscheduled, no-show, and cancelled)
- Update travel plans, editing subscriptions and cancelling trips
- View and edit personal profile information including client addresses, contact information, service providers, funding sources, payment histories



**Fig 2:** Trips Calendar View

### 8.1.3. Trip Booking

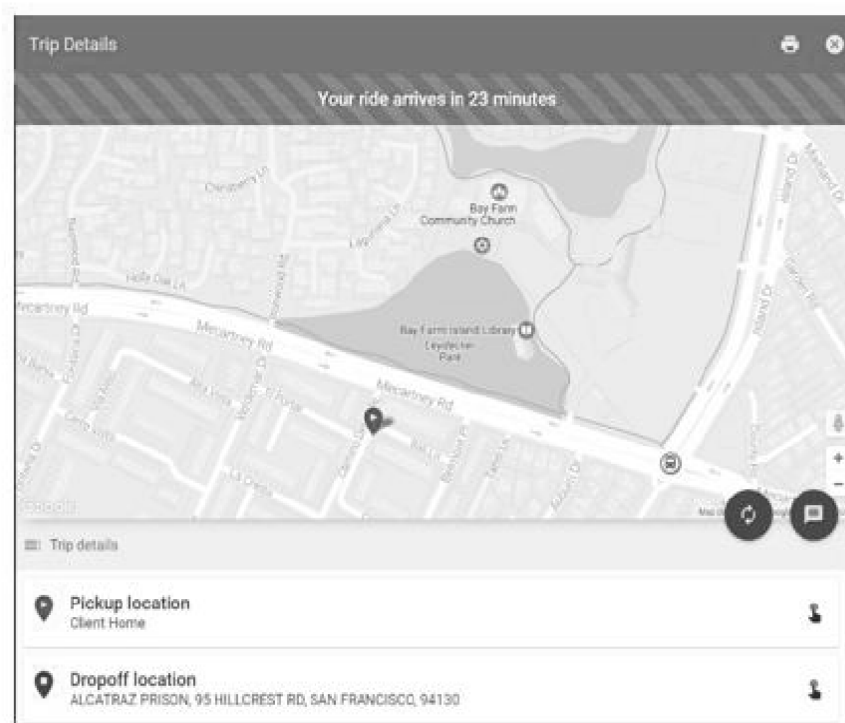
- Request casual or subscription trips, specifying dates, times, pick-up and drop-off locations, reasons for travel, additional passengers
- Book or schedule trips using the PASS algorithms
- Quickly generate new requests based on previous bookings
- Include special comments or instructions regarding pick-ups
- System notifies user whether request has been booked, scheduled, refused or has failed

The screenshot displays the Trapeze Trip Booking interface. On the left is a sidebar with the Trapeze logo and user information for Eddie Albert (Client ID - 5). The sidebar contains links for My Profile, Sign Out, Trips, Book Trip, Recurring Trips, Announcements, General Info, Feedback, and Help. The main content area is titled 'Book Trip' and features a countdown timer 'Your ride arrives in 00:23:29' and a 'DETAILS' button. The booking form includes sections for 'Book Again (Optional)', 'Pickup Details', 'Dropoff Details', and 'Date and Time'. The 'Date and Time' section shows a selected date of 8/19/2016 and a list of trips for that date, including a scheduled pickup window from 10:45 AM to 11:15 AM and an estimated dropoff time of 11:50 AM. At the bottom, there are dropdown menus for 'Pick me up at' and 'Pick a time'.

**Fig 3:** Trip Booking View

#### 8.1.4. Where's My Ride

- Pick-up and drop-off location viewed on a Google map
- Includes a display of the vehicle details (vehicle number, vehicle type) and location
- Includes driver information (name, badge, number) of the approaching pick-up vehicle
- Passengers will have the ability to view the vehicle on a Google map from the start of their performed trip to the drop-off location of their trip
- Passengers can view the estimated drop-off time for their current trip up to the completed drop-off location



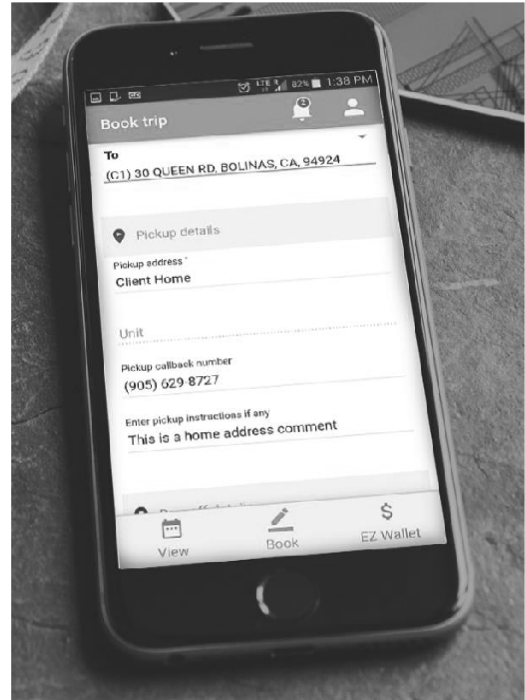
**Fig 4:** Where's My Ride View

## 8.2. PASS-APPS

As smartphone adoption continues to rise and to meet expanding rider expectations for self-service, Trapeze has introduced a “made for mobile” PASS Mobile Application supporting both iOS and Android devices. The PASS-App will provide your riders with the same functionality and features available on a desktop environment (e.g. book, lookup, cancel trips, where’s my ride), plus specific mobile-only features such as in-app push notifications and GPS to deliver a truly simple to use mobile experience. Finally, the PASS-App can also be customized to fit your agencies brand and color guidelines to ensure consistency with all your rider facing communication channels.



**Fig 5:** PASS Mobile Applications



## **EXHIBIT D-14**

### **Additional FTA Terms & Conditions**

The following terms and conditions are required by the Federal Transportation Administration (FTA) in addition to those outlined in Amendment 5 executed in 2013.

#### **Trafficking in Persons**

Contractor agrees that it and its employees that participate in the WTA's Contract Award, may not:

- Engage in severe forms of trafficking in persons during the contract period including all extensions or while WTA's Federal Award is in effect,
- Procure a commercial sex act during the contract period including all extensions or while WTA's Federal Award is in effect, or
- Use forced labor in the performance of WTA's contract or any sub agreements thereunder.

#### **Notification of Legal Matters**

Contractor agrees to notify WTA immediately if it becomes involved in a current or prospective legal matter that may affect the Federal Government, which includes, but is not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or where the Federal Government may be named as a party to litigation or a legal disagreement in any forum for any reason.

Contractor will immediately notify WTA if it has knowledge of potential fraud, waste, or abuse occurring in relation to this Contract. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

WTA reserves the right to seek all remedies available to it under law, including to procure substitute services or products elsewhere and recover its damages, attorneys' fees and costs from Contractor.

#### **Cargo Preference**

Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United

States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **Recovered/Recycled Materials**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

### **ADA Access**

Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and

agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- 4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- 5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- 7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- 9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- 10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- 11) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**Patent Rights & Rights in Data [Not Applicable – This Project is not for experimental, developmental or research purposes]**