

**PRODUCT PURCHASE
CITY OF FRESNO, CALIFORNIA**

THIS AGREEMENT (Agreement or Contract) is made and entered into effective the 28 day of April 2022 by and between the CITY OF FRESNO, a California municipal corporation (City or Recipient or Purchaser), and TRAPEZE SOFTWARE GROUP, INC., dba VONTAS a Delaware corporation (Service Provider or Contractor or Trapeze or Vontas).

RECITALS

WHEREAS, the City and Service Provider entered into a contract on July 1, 2018, for maintenance services for the City's existing licensed CAD/AVL TransitMaster equipment and software (the "Software Maintenance Agreement"); and

WHEREAS, the Software Maintenance Agreement shall remain in full force and not altered or amended by way of this Agreement;

WHEREAS, City desires to upgrade and expand the TransitMaster CAD/AVL suite of products, add software licenses and equipment, and obtain maintenance services for the new hardware and software set forth herein in Exhibit A (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such software, hardware and services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for City by its Director of Transportation (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. Service Provider shall perform the services described in **Exhibit G** including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit G**. All capitalized terms used but not defined herein shall have the meanings set forth in Exhibit F.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2024, unless terminated earlier by either party pursuant to the terms set forth in this Agreement or the performance of the contract is complete. Subject to the terms and conditions of this Agreement, the installation of the applicable CAD/AVL software and equipment in the locations and vehicles designated by the City shall be in accordance with Exhibit G and shall be completed in accordance with the project timeline described in Exhibit G. The City acknowledges and agrees that the project timeline in Exhibit G is conditional on City Council approval being obtained prior to May 1, 2022.

3. Compensation.

(a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a fixed fee, paid per milestones set forth in the schedule of fees and expenses contained in **Exhibit A**, which are attached hereto

and incorporated by reference. Trapeze shall invoice and the City shall pay Trapeze in US dollars, in accordance with Exhibit A, including taxes and fees.

(b) Detailed statements, including summary of work complete, shall be rendered for services performed for all charges reflected in an invoice and will be payable in the normal course of City business. The City shall approve invoices provided the milestone acceptance criteria has been met to the satisfaction of the City. If City disagrees with an invoice issued by Trapeze, City shall notify Trapeze in writing within fifteen (15) business days of receipt of such invoice. City shall pay all undisputed portions of the invoices submitted by Trapeze within the payment terms stated herein.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

(d) If applicable, City shall pay the applicable annual maintenance fees in advance of the coverage year to Trapeze as provided in Exhibit A. These fees shall be subject to change as set out in Exhibit A or as agreed between the Parties in writing in accordance with the terms of this Agreement. The City agrees to enter in a separate Services Agreement with Trapeze to facilitate payment of annual maintenance services not included in this scope of services (i.e. after year one maintenance services).

(e) Time and material rates in effect at the time of signing of this Agreement are set forth under Exhibit A and may be subject to change. In the event of a time or material rate change, Trapeze will notify City within 30 days of such change. Time and material rates shall apply to any additional services, not covered under the statement of work in Exhibit G, that may be requested by the City, including but not limited to, training, development, configuration, testing, or project engineering.

(f) In the event City fails to pay any invoice(s) when due, in addition to any other rights reserved hereunder, Trapeze reserves the right to suspend or limit performance until all past due sums are paid. Any delay in performance due to non-payment issues will in turn extend the project schedule by the same amount of time necessary for City to pay the outstanding invoice(s). In addition, Trapeze reserves the right to assess a fee of two percent (2%), compounded monthly, of the open balance payable to Trapeze by City. City understands and agrees that the two percent (2%) fee constitutes an administrative cost rather than a penalty. If the City neglects to promptly pay any license fees, Trapeze reserves all rights to revoke the licenses set forth in this Agreement.

(g) Except as otherwise specified in Exhibit A or Exhibit G, the prices stated do not include any state, federal, or local sales, use or excise taxes, duties, or brokerage fees now in force or which may be enacted in the future, and may be applicable to the sale, delivery, or use of goods. Unless the City provides a valid tax exemption certificate and in the event City's tax exemption status changes, City expressly agrees to pay to Trapeze, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Trapeze.

4. Termination, Remedies, and Force Majeure.

(a) This Agreement shall terminate, in whole or in part, by either party upon the earlier of : (i) a Default, as defined below, by either party; (ii) ninety (90) calendar days' prior written notice with or without cause by either party to the other party; or (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of

this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. During the ninety (90) calendar day notice period, the applicable maintenance fees will remain payable.

Default is defined as any of the following: (i) either Party's failure to comply with any of the material terms and conditions of this Agreement or (ii) insolvency, bankruptcy, liquidation or dissolution of either Party.

Prior to the Agreement being terminated for Default, the non-defaulting party shall allow the defaulting party adequate opportunity to cure the Default, in no event less than thirty (30) calendar days, or, if a Default is not such that it can be cured within thirty (30) calendar days, then the defaulting Party shall diligently commence to correct such defect within thirty (30) calendar days. In such case, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions. If the defaulting Party fails to remedy a Default within the applicable cure period after receipt of written notice from the non-defaulting Party setting forth the nature of said Default, the non-defaulting Party shall have the right to terminate the Agreement in accordance with the terms hereof.

(b) Immediately upon any termination or expiration of this Agreement, either party shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; (iii) the City shall pay Trapeze for: (i) all Software and Equipment provided and built, and services provided up to and including the date of termination, as well as project close-out costs and profit for the work performed up to the date of termination and excludes potential profit; (ii) any Equipment or components thereof ordered by Trapeze to fulfill its obligations hereunder which cannot be returned to the supplier for a full refund and (iii) in the event that Trapeze has provided a "Management Discount" for multi-year maintenance fees in Exhibit A, cancellation or early termination of the initially agreed upon multi-year agreement shall result in waiving of Trapeze's "Management Discount". In the event of such early termination, City shall be invoiced for the annual amount(s) of the "Management Discount" applied from the beginning of this Agreement, prorated up to the time of early termination. Any such amounts will be invoiced by Trapeze and paid by City in accordance with Section 3. Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(d) Subject to the terms and conditions of the Agreement, upon any Default of this Agreement, either party may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct damages, for the breach of the Agreement as awarded by a court of competent jurisdiction. If it is determined that a party improperly terminated this Agreement for Default, such termination shall be deemed a termination for convenience.

(e) A party shall provide the other party with adequate written assurances of future performance, in the event such party fails to comply with any terms or conditions of this Agreement.

(f) Upon termination of this Agreement by either Party, City shall return all tools, or assets belonging to Trapeze within thirty (30) calendar days from the effective date of termination, and Trapeze shall return all equipment belonging to City within thirty (30) calendar days from the effective date of termination. In the event such equipment is not returned within the specified timeframe, the value of the items not received shall be assessed, invoiced to the non-compliant Party and paid in full within thirty (30) days from the date of invoice.

(g) Service Provider shall be liable for Default of its performance obligations unless Service Provider is prevented from performing its obligations under this Agreement by an occurrence beyond its reasonable control and not due to its fault or negligence such as, but not limited to, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, commandeering of material, product or facilities by the federal, state or local government, national fuel shortages, acts of war, terrorism, prohibitions or measures of any kind on the party of any authority, freight embargoes, and delays of suppliers for like causes ("Force Majeure" or "Excusable Delay"). Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any Excusable Delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other materials prepared or assembled by Service Provider pursuant to this Agreement pursuant to the City's data shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.

(b) Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) Service Provider acknowledges that City is subject to the California Public Records Act (California Government code Sections 6250 et. seq.) (Act) regarding the disclosure of public records. This Agreement constitutes a public record available for public inspection. If Service Provider, in the course of work under this Agreement, provides proprietary information (Confidential Information) to City, such Confidential Information shall be clearly marked by Service Provider with the legend, "Company Confidential," "Trade Secret," or another appropriate proprietary legend. If City receives a request for information, the City will notify Service Provider of such request. In the event City discloses Service Provider's Confidential Information (following notification to Service Provider) that is legally required to be disclosed under the Act in response to a Public Records Act request from a third party pursuant to the Act, Service Provider agrees to release and hold City harmless from any and all liability owing to Service Provider as a result of such disclosure. Notwithstanding the other provisions of this Article, nothing received by City hereunder shall be construed as Confidential Information which (i) is or becomes available to the public other than by a breach of this Agreement by a party hereto; (ii) is rightfully received by one party hereunder from another party not obligated to this Agreement, and without confidential limitations; (iii) is known by or independently developed by the receiving party; (iv) is approved for release by that party designating the information as confidential; or (v) has been developed by City under this Agreement.

(e) The user documentation and training materials pertaining to the system as supplied by Service Provider (Documentation) whether proprietary to Service Provider or a third

party, is licensed to City. Ownership of any intellectual property contained in the Documentation shall remain the sole and exclusive property of Service Provider or any applicable third party as the case may be. City shall not copy, modify, reverse engineer, or disassemble the Documentation or permit others to do such to the Documentation; provided, however, that City may make copies of the Documentation as necessary for back up, testing, integration and data-warehousing purposes to operate the System. City shall not transfer the license granted hereby or possession of the Documentation except as part of or with the equipment, such transfer being subject to the restrictions contained herein.

(f) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.

7. Indemnification. To the furthest extent allowed by law, Service Provider shall indemnify and defend City and each of its officers, officials, employees, and agents from any third party suits, actions, and claims, all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including personal injury, death at any time and tangible property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise solely out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Service Provider, its principals, officers, employees, or agents in the performance of this Agreement (Third Party Claim), provided that:

(a) City shall promptly give written notice to Service Provider after obtaining knowledge of any potential or actual Third Party Claim against City if recovery being sought against Service Provider is due to the indemnity set forth above;

(b) Service Provider will have the right to defend City against any such Third Party Claim with counsel of Service Provider's choice. In addition, City may retain separate co-counsel, at its sole cost and expense, to monitor the defense of the Third Party Claim, provided however, that Service Provider shall have the right to control the defense of such Third Party Claim in Service Provider's sole discretion.

(c) City will not consent to the entry of any judgment with respect to such Third Party Claim without the prior written consent of Service Provider.

(d) City will not enter into any settlement with respect to such Third Party Claim without the prior written consent of Service Provider.

(e) City shall cooperate with all reasonable request of Service Provider in connection with the defense of such Third Party Claim; and

(f) To the extent reasonably possible, City shall use its good faith efforts to mitigate any losses against which Service Provider is obligated to indemnify City pursuant to this Section.

If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall require each subcontractor to indemnify, and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement, provided the subject

matter of the indemnity occurred during the term of the Agreement

8. Insurance.

(a) Throughout the life of this Agreement, Service Provider shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein.

(b) If at any time during the life of the Agreement or any extension, Service Provider or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Service Provider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability under the provisions of this Agreement regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability under the provisions of this Agreement nor limit the liability of Service Provider, its principals, officers, agents, employees, or persons under the supervision of Service Provider, vendors, suppliers, invitees, Service Providers, sub-Service Providers, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Service Provider shall promptly furnish City with a copy of an insurance certificate on the Accord form as required under this Agreement, including all endorsements. This requirement shall survive expiration or termination of this Agreement.

(e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall require each subcontractor/sub-Service Provider to provide insurance protection in favor of the City, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsement certificates, which shall be on file with Service Provider and City prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to City's execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, Service Provider shall have the obligation and duty to promptly notify City in writing of any change to the information provided by Service Provider in such statement.

(b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible

client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). Service Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall promptly notify City of these facts in writing.

(c) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.

(e) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.

(f) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

10. Recycling Program. In the event Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:

- (i) Promptly establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Promptly contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.

(b) Records of Service Provider's expenses for charges shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request at Service Provider's offices, during regular business hours

throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

12. Nondiscrimination. To the extent required by controlling federal, state, and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:

(a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

(d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, and defend the City from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

16. Assignment.

(a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee. Notwithstanding the foregoing, Service Provider may assign its rights and interests by way of internal merger or acquisition with notice to City.

(b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Service Provider directly to Service Provider.

17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California. The parties specifically exclude the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses as awarded by a court of competent jurisdiction.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral including those terms which

may be contained on City's Purchase Order. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider. No other terms, conditions, representation, warranties, or guarantees shall form a part hereof or have any legal effect whatsoever.

29. Federal Clauses. Notwithstanding the anything in this Agreement to the contrary, the parties agree that: (i) Service Provider shall be subject to the federal, state, and local government requirements set forth in **Exhibit D** as they apply to Trapeze's performance of this agreement; and (ii) the products sold and software licensed hereunder are off-the-shelf, such federal, state, and local government requirements shall:

- a) be in effect only to the extent that such clauses are applicable to the subject matter hereof;
- b) recognize that no DBE contract goal has been established for this contract;
- c) not transfer ownership of any intellectual property;
- d) not include any bond requirements for this agreement;
- e) not include any company policies that are outside of the applicable statutory requirements;
- f) not include any additional rights or remedies not found in the body of the Agreement (including but not limited to additional audit rights);
- g) not include any liquidated damages;
- h) be applicable, for audit purposes, at Trapeze's location during normal business hours; and
- i) not include any requirement that requires Trapeze to give up any of its legal rights.

Further, should such federal, state, and local government requirements cause the scope, schedule, or deliverables to change, then that parties agree that Service Provider shall be allowed an equitable adjustment.

30. Accessible Information and Communication Technology (ICT) Requirements.

The contractor/consultant/vendor of Information and Communication Technology (ICT) content/products/services is required to provide deliverables that satisfy the accessibility requirements of the ADA, Section 508, and conform to Web Content Accessibility Guidelines 2.0 Level AA Success Criteria (WCAG 2.0 AA), or the most recent WCAG version.

Prior to execution and renewal (if applicable) of contract, contractor/consultant/vendor is required to utilize a Voluntary Product Accessibility Template (VPAT) 2.0, or the most recent VPAT version to submit an Accessibility Conformance Report. Using the report, the City will make a determination if the content/product/service substantially meets applicable accessible standards or best meets the standards and is consistent with the business need. In such instances in which the content/product/service is non-conforming the contract may be denied, or the contractor/consultant/vendor may be asked to provide a reasonable timeline for remediation of areas of non-conformance.

Definitions:

Information and Communication Technology (ICT) is information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and, electronic documents.

Web Content Accessibility Guidelines 2.0 standards (WCAG 2.0), or the most recent WCAG version, created by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI), define how to make web content more accessible to people with disabilities. Testable success criteria are provided to allow WCAG 2.0 to be used where requirements and conformance testing are necessary; Level AA is the median level of conformance and the minimum acceptable level for accessibility. WCAG 2.0 is written to be technology neutral, and the success criteria and conformance requirements can be applied to all electronic content. Section 508 of the Rehabilitation Act of 1973 (Section 508) requires federal agencies and entities receiving federal funds to meet specific accessibility standards for electronic information and technology; the City of Fresno is an entity that receives federal funds.

Section 508 of the Rehabilitation Act of 1973 (Section 508) requires federal agencies and entities receiving federal funds to meet specific accessibility standards for electronic information and technology; the City of Fresno is an entity that receives federal funds.

Accessible Document Requirements

Documents must be provided as accessible PDFs or in another alternate accessible format. Accessible PDFs are PDF documents created so that they are not read solely as an image by assistive technology and screen readers. This is usually achieved through the use of tags, or a structured, textual representation of the PDF that is presented to screen readers but have no visible effect on the PDF file.

Cloud Requirements

For all cloud hosted services, Service Provider shall maintain, at minimum, the following certifications or equivalent subject to approval by the City for all services hosted in the cloud.

- SOC type 1
- SOC type 2
- ISO cloud security certifications or equivalent subject to City approval.
- Should the cloud hosted system be used by City employees, then the system must support SSO via AzureAD. The City acknowledges that the Vehicle Intelligence product listed in Exhibit A does not support SSO.

Service Provider shall not proceed with cloud hosted services until the aforementioned certifications are submitted by the Service Provider and approved by the City. These cloud hosting requirements shall survive expiration and termination of the Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

City OF FRESNO,
a California municipal corporation

By: _____
JOE VARGAS, Director
Department of Transportation

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Pauline Brickey
Pauline Brickey Date
Deputy City Attorney

ATTEST:
TODD STERMER, CRM MMC
City Clerk

By: _____
Deputy

Addresses:

CITY:
City of Fresno
Attention: Brian Barr, Assistant Director
2223 G Street
Fresno, CA 93706
Phone: (559) 621-1418
FAX: (559) 488-1065

TRAPEZE SOFTWARE GROUP, INC. doing
business as VONTAS
a Delaware Corporation

DocuSigned by:
Brian Beattie
By: B25A5F15383E44E...

Name: Brian Beattie

Title: Treasurer

DocuSigned by:
Mark Miller
(If corporation or LLC., Board Chair,
Pres. Or Vice Pres.)
By: B25A5F15383E44E...
Mark Miller

Name: director & CEO

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

SERVICE PROVIDER:
Trapeze Software Group, Inc.
Attention: Teresa Mateus
5265 Rockwell Dr
Cedar Rapids, IA 52402
Phone: 319-743-4522

Attachments:

1. Exhibit A – Product Summary List
2. Exhibit A – Attachment A – Price Schedule and Payment Milestones
3. Exhibit A – Attachment B – Cloud Managed Service Addendum
4. Exhibit B – Insurance Requirements
5. Exhibit C – Conflict of Interest Disclosure Form
6. Exhibit D – Federal Requirements
7. Exhibit E – Lobbying Certification
8. Exhibit F – Additional Terms and Conditions
9. Exhibit G – Statement of Work
10. Exhibit H – Buy America Certification
11. Exhibit I – Debarment and Suspension Certification

EXHIBIT A**PRODUCT SUMMARY LIST****LIST OF TRAPEZE SOFTWARE**

Item	Trapeze Software Name/ Description	Qty	Config-uration	Type of License	License Date	Hosted By Trapeze or On Agency's Premises	Ongoing Support Services
1.	Turn-by-Turn	176	Standard	Traditional	Effective date of this Agreement	On Prem	Yes*
2.	Multi-Mode	176	Standard	Traditional	Effective date of this Agreement	On Prem	Yes*
3.	Device Management	176	Standard	SaaS	Effective date of this Agreement	Trapeze	Yes***
4.	Viewpoint for ITS	1**	Standard	SaaS	Effective date of this Agreement	Trapeze	Yes***
5.	INFO-IVR	115	Standard	Traditional	Effective date of option execution	On Prem	Yes*
6.	PASS-IVR	1,018	Standard	Traditional	Effective date of option execution	On Prem	Yes*

- *Maintenance support for Turn-by-Turn, Multi-Mode, INFO-IVR, and PASS-IVR are governed by the current Software Maintenance Services Agreement between the parties dated July 1, 2018.
- **ViewPoint for ITS Operational Characteristics:
 - TransitMaster is the only Module included
 - 100 GM of Source Data Limit
 - 5 power users
 - Unlimited consumer users
- ***SaaS support for Device Management and ViewPoint for ITS are governed by the terms and conditions of Exhibit A – Attachment B of the Agreement

LIST OF THIRD PARTY SOFTWARE

Item	Third Party Software Name/ Description	Qty	Config-uration	Type of License	License Date	Hosted By Trapeze or On Agency's Premises	Covered Under Ongoing Support Services
1.	Vehicle Intelligence	119	Standard	SaaS	Effective date of this Agreement	Hosted	Yes*

- *SaaS support for Vehicle Intelligence is governed by the terms and conditions of Exhibit A – Attachment B of the Agreement

LIST OF TRAPEZE EQUIPMENT

Item	Trapeze Equipment Name/Description	Qty	Covered Under Maintenance
1.	V8 IVLU	169*	Yes
2.	MDT Touch	92*	Yes

- * Maintenance (following year 1 Warranty) for V8 IVLU and MDT Touch equipment for 53 vehicles, identified by serial numbers, will be covered under the current Software Maintenance Service Agreement between the parties dated July 1, 2018. The remaining quantity will need to be added to the Maintenance Service Agreement.

LIST OF THIRD PARTY EQUIPMENT

Item	Third Party Equipment Name/Description	Qty	Covered Under Maintenance
1.	Sierra Wireless XR90	179	No*

- *Covered under manufacturer's warranty

ATTACHMENT A
TO
EXHIBIT A

PRICE SCHEDULE AND PAYMENT MILESTONES

Pricing

BASE Project Costs

DESCRIPTION	EXTENDED PRICE WITHOUT TAX (USD)
Licensing	\$77,440
Equipment	\$1,510,365
Implementation Services & Expenses	\$1,101,550
TM ViewPoint Software Warranty and Subscription – Year 1	\$33,118
TM Vehicle Intelligence Subscription – During Implementation	\$20,930
Management Buy-Back Discount and License Discount	(\$353,040)
TOTAL	\$2,390,363
Tax 8.35% on Equipment (less buy-back hardware discount) State and local sales tax percentage subject to change.	\$103,103
TOTAL BASE with Tax	\$2,493,466
NON-TAXABLE INCLUSIONS	
INFO-IVR and PASS-IVR	\$183,802
INFO-IVR & PASS-IVR (Spanish Translations)	\$32,577
DEVICE MANAGEMENT	\$22,282
VoIP (Separate option upon NTP)	\$65,858
GRAND TOTAL	\$2,797,985

Base Pricing Notes:

- This project implementation is a fixed-fee engagement.

- Expenses assume a minimum of two weeks' notice is provided by FAX to Vontas in advance of any onsite trip being scheduled. Expenses are subject to additional charges if insufficient notice is provided.
- Licensing includes Turn-by-Turn and Multi-Mode for up to 176 vehicles
- Vehicle Intelligence support is provided for up to 119 fixed route vehicles.
- Pricing does not include any expenses associated with FAX and any of its resources assigned to the project.
- FAX with Vontas support will be responsible for returning all decommissioned one hundred and sixty (160) vehicle logic units (“VLUs”) to Vontas as part of the buyback discount program.
- The management discount applied to the above base offering is based on everything included. Changes to the scope may lower the discount.
- The current “Service Agreement” in place for FAX equipment and software maintenance services remains in effect and is required for support.
- TM ViewPoint and TM Vehicle Intelligence subscriptions are billed on an annual basis and may be canceled without penalty if FAX provides 90 days written notice. Subscriptions will auto renew each year based on the maintenance agreement until such notice is provided.
- Pricing discounts are valid through May 31, 2022. Prior to this date, FAX will be asked to present Vontas with proof of award. This can be in the form of a board agenda approval or a notice to award letter sent to Vontas. Pricing discounts will be offered after May 31, 2022, based on current inventory and supply chain availability.
- Except as otherwise the prices stated do not include any state, federal, or local sales, use or excise taxes, duties, or brokerage fees now in force or which may be enacted in the future, and may be applicable to the sale, delivery, or use of goods.

Payment Milestones

Base Billing Milestones

The below payment milestones will be followed throughout the implementation for the Base implementation.

Payment Milestones	% Of Contract Value	Phase	Base Cost (USD)
Milestone 1: Completion of Project Kick-Off	10% of Services and Expenses	Kick off	\$110,155
Acceptance Criteria: <ul style="list-style-type: none"> • Completion of remote project kick-off meeting and delivery of baseline schedule 			
Milestone 2: Delivery of Project Design Documents	10% of Services And Expenses	Planning and Design	\$110,155
Acceptance Criteria: <ul style="list-style-type: none"> • Delivery of project planning documentation. Review and approval by FAX. 			

Payment Milestones	% Of Contract Value	Phase	Base Cost (USD)
Milestone 3: Vehicle Intelligence Installation	100% Vehicle Intelligence Subscription (Implementation)	TM Software Implementation	\$20,930
Acceptance Criteria: <ul style="list-style-type: none"> Installation of Vehicle Intelligence software in FAX's environment. 			
Milestone 4: Equipment	75% of Equipment	Procurement	\$926,075
Milestone 4: Applicable Taxes*		Procurement	\$77,327
Acceptance Criteria: <ul style="list-style-type: none"> Shipment of Equipment (Invoiced Monthly as Shipped) 			
Milestone 5: Training	10% of Services and Expenses	New Feature and Functionality Training	\$110,155
Acceptance Criteria: <ul style="list-style-type: none"> Completion of pre-production training. Acceptance of training completion by FAX. 			
Milestone 6: Pilot Acceptance Testing	15% of Services and Expenses	Pilot	\$165,232
Acceptance Criteria: <ul style="list-style-type: none"> Completion of Pilot Acceptance Testing. Pilot Sign-off acceptance from FAX. 			
Milestone 7: Production In-Vehicle Rollout	30% of Services and Expenses 25% of Equipment and applicable taxes*	Fleet Production Migration	\$639,166
Milestone 7: Applicable Taxes*		Fleet Production Migration	\$25,766

Payment Milestones	% Of Contract Value	Phase	Base Cost (USD)
Acceptance Criteria: <ul style="list-style-type: none"> Production In-Vehicle Equipment Installs (Invoiced Monthly as Vehicles are Installed and Accepted). Vehicle installation sign-off required by FAX. 			
Milestone 8: Completion of Performance Monitoring Period	15% of Services and Expenses	Monitoring and Project Closure	\$165,232
Acceptance Criteria: <ul style="list-style-type: none"> Completion of thirty (30) calendar day performance monitoring period. Sign-off from FAX that there are no critical or major errors or issues after 30-day performance period. 			
Milestone 9: ViewPoint Warranty Support & Subscription – Year 1	100% ViewPoint Subscription and Warranty Support	Monitoring and Project Closure	\$33,118
Acceptance Criteria: <ul style="list-style-type: none"> Completion of thirty (30) calendar day performance monitoring period. Sign-off from FAX that there are no critical or major errors or issues after 30-day performance period. 			
Milestone 10: System Acceptance	10% of Services and Expenses	Monitoring and Project Closure	\$110,155
Acceptance Criteria: <ul style="list-style-type: none"> Completion of any punch list items and updated documentation. Sign-off from FAX that all hardware, Systems, and professional services have been delivered and accepted. 			

*State and local sales tax percentage subject to change.

INFO-IVR and PASS-IVR Payment Milestones w/ Spanish Translations

Payment Milestones	% Of Contract Value	Phase	Base Cost (USD)
Milestone 1: Contract Signing	100% of Software and 3 rd Party Licenses (less discount)	Contract Signing	\$101,303
<ul style="list-style-type: none"> Execution of Contractual Agreement 			
Milestone 2: Project Design – Preliminary	25% of Services	Design	\$28,768
<ul style="list-style-type: none"> Delivery of preliminary Project Design Document 			
Milestone 3: Software Installation	25% of Services	Installation	\$28,770
Acceptance Criteria: <ul style="list-style-type: none"> Installation of Software in FAX’s test environment 			
Milestone 4: Training	20% of Services	Training	\$23,015
Acceptance Criteria: <ul style="list-style-type: none"> Completion of the remote Training Session(s) 			
Milestone 5: Acceptance Testing – Round 1	20% of Services	Monitoring and Project Closure	\$23,015
Acceptance Criteria: <ul style="list-style-type: none"> Completion of the initial ten (10) business day Acceptance Testing period 			
Milestone 6: Acceptance Testing - Final	10% of Services	Monitoring and Project Closure	\$11,508
Acceptance Criteria: <ul style="list-style-type: none"> Resolution of critical and major defect(s) 			

Device Management Payment Milestones

Payment Milestones	% Of Contract Value	Phase	Base Cost (USD)
Milestone 1: Completion of Project Kick-Off	50% of Services and Expenses	Kick off	\$6,125
Acceptance Criteria: <ul style="list-style-type: none"> Completion of remote project kick-off meeting and delivery of baseline schedule 			
Milestone 2: Device Management Installation	100% Year 1 SaaS Fees	TM Software Implementation	\$10,032
Acceptance Criteria: <ul style="list-style-type: none"> Installation of Device Management software in FAX's environment. 			
Milestone 3: Completion of Performance Monitoring Period	50% of Services and Expenses	Monitoring and Project Closure	\$6,125

Maintenance Pricing

Long-Term Maintenance (BASE)

Description	Cost (USD)
TM Turn-by-Turn and Multimode Software Warranty – Year 1	Included as a part of existing maintenance agreement at no additional cost
TM Vehicle Intelligence Subscription – Year 1	\$50,180
TM ViewPoint Software Warranty and Subscription – Year 1	Included in base costs

Options

Equipment and Software Description	# of Units	Total Price (USD)	Checkmark/Initials
INFO-IVR & PASS-IVR	115 fixed route vehicles & 1,018 Trips per day	\$183,802	X
INFO-IVR & PASS-IVR (Spanish Translations)	115 fixed route vehicles & 1,018 Trips per day	\$32,577	X

Equipment and Software Description	# of Units	Total Price (USD)	Checkmark/ Initials
Device Management	176	\$22,282	X
VOIP	176	\$65,858	

INFO-IVR and PASS-IVR Costs

Item	Description	Cost (USD)
1	Licensing	\$177,866
2	Third-party Licenses (Genesys IVR)	\$39,855
3	Services	\$105,406
4	Management Discount	(\$139,325)
	Total	\$183,802

Pricing Notes:

- The Software will be implemented as a fixed-fee project
- INFO-IVR Software Licenses are based on the following characteristics:
 - Up to 115 peak vehicles
 - English only
 - Four (4) IVR Lines
- PASS-IVR Software Licenses are based on the following characteristics
 - Up to 1,018 trips per day
 - English only
 - Eight (8) IVR Lines

Long-Term Maintenance (INFO-IVR & PASS-IVR)

Description	Cost (USD)
INFO-IVR & PASS-IVR Maintenance - Year 1	\$43,554

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

INFO-IVR and PASS-IVR (Spanish) Costs

Item	Description	Cost (USD)
1	Licensing	\$22,907
2	Third-party Licenses (Genesys IVR)	\$2,470
3	Services	\$7,200
	Total	\$32,577

Pricing Notes:

- The Software will be implemented as a fixed-fee project
- FAX is responsible for providing all Spanish translations.
 - Trapeze will provide FAX with the English text that will need to be translated
- INFO-IVR Software Licenses are based on the following characteristics:
 - Up to 115 peak vehicles
 - English only
 - Four (4) IVR Lines
- PASS-IVR Software Licenses are based on the following characteristics
 - Up to 1,018 trips per day
 - English only
 - Eight (8) IVR Lines

Long-Term Maintenance (Spanish for INFO-IVR & PASS-IVR)

Description	Cost (USD)
INFO-IVR & PASS-IVR Spanish Maintenance - Year 1	\$4,305

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

Device Management Costs

Item	Description	Cost (USD)
1	Services	\$12,250
2	Software as a Service ("SaaS) - Year 1	\$10,032
	Total	\$22,282

Pricing Notes:

- Initial service and ongoing SaaS fees are for up to 176 vehicles

VoIP Costs

Item	Description	Cost (USD)
1	Licensing	\$61,920
2	TM VoIP Subscription – Year 1	\$9,288
3	Services and Expenses	\$69,650
4	Management Discount (for VoIP only)	(\$75,000)
	Total	\$65,858

Pricing Notes:

- Licensing and ongoing subscription is for up to 176 vehicles
- The VoIP option is priced based on a consolidated project schedule. Savings have been recognized to complete the option during the TransitMaster upgrade base project.
 - FAX may elect to exercise the option up to 60 days past the base project Notice to Proceed. Pricing for the option executed after NTP + 60 days will require a review at the point the option is being introduced into the project schedule and this may require an increase in price.
 - If this option is executed, Vontas will provide additional details to define the specific scope of services that will be provided as part of this optional solution implementation.

Instructions for Exercise of Options:

1. In the event extended warranty is not purchased, any repairs following expiration of warranty shall be done at the then applicable Time and Materials rates.
2. Option 1 INFO-IVR & PASS-IVR, Option 2 IVR Spanish Translations, and Option 3 Device Management have been selected by the Agency. Further, Agency shall confirm the fees for the purchase of any additional option in Agency's purchase order.
3. Optional pricing, maintenance pricing, and time and material pricing is subject to change at then current rates.

ATTACHMENT B
TO
EXHIBIT A

CLOUD MANAGED SERVICE ADDENDUM

1. CLOUD MANAGED SERVICES

The general scope of services addressed by this Cloud Managed Services Addendum (“Addendum”), which is incorporated and made a part of the Agreement, includes the operation, maintenance, and support of the:

- Platform Applications and Services (as defined herein)

All Trapeze Cloud Managed Services (as defined herein) will be provided by Trapeze to and for the CITY OF FRESNO’s (“City” or “Agency”) benefit in order to access and operate the Platform Applications and Services (defined herein) in a manner that will meet the objectives outlined in the Service Level Objectives below.

1.1 Definitions:

“Platform Applications and Services” means a set of related functionalities deployed for a Agency through an on-demand infrastructure-as-a-service and/or platform-as-a-service cloud based environment and/or platform that has been reviewed and certified by Trapeze in accordance with Trapeze’s program guidelines for partner applications and services. Platform Applications and Services may be provided by Trapeze or by a third party.

“Trapeze Cloud Managed Services” (“TCMS”) means those cloud managed services on which the Platform Applications and Services can be deployed and is more fully described below:

The scope of Trapeze Cloud Managed Services specifically excludes operation, maintenance and support of the following:

- All Agency hardware, including, as applicable, Agency’s servers, printers, network hardware (including routers and switches) and other Agency site computing equipment;
- Agency application software different from the Platform Applications and Services, including but not limited to any software on the Agency’s premise that is accessing the Trapeze Cloud Managed Services directly or indirectly;
- Agency Local Area Networks (“LAN”);
- Agency network infrastructure for connecting to the Internet and to the Trapeze Cloud Managed Services.

“Data” means all data submitted by Agency or their clients, directly or indirectly, to the Trapeze Cloud Managed Services in connection with the Services, including all content, material, IP and similar addresses, recordings, messages, and software.

“Downtime” means a period of time that a system fails to provide or perform its primary function. Downtime does not include any Scheduled Maintenance.

“Hardware” means any hardware required to execute this Addendum. Agency shall provide any required hardware such as but not limited to workstations, printers, network hardware, firewall, telecommunications equipment, communication lines, and any associated internet services for connection from Agency’s site to the Trapeze Cloud Managed Service.

“Infrastructure” means, collectively, any computer network, computer system, storage system, server, peripheral or physical device hosted and/or maintained by Trapeze or its providers. Infrastructure shall not include any equipment or devices that are dedicated to or maintained by Agency, or which operate outside of the Trapeze Cloud Managed Services premises, directly or indirectly.

“Travel Expense” means in addition to the fees set forth in the Agreement, if Trapeze is required by Agency to attend and perform services on-site at the Agency’s premises, Agency shall reimburse Trapeze for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by Trapeze during provision of such support services at the Agency site.

“Support Software” includes the operating system, utilities, database software, and all necessary licenses required to operate the Software as provided by Trapeze as part of the Trapeze Cloud Managed Service.

“Maintenance Window”, “Scheduled Maintenance”, “Schedule Downtime”, “Planned Maintenance” means the time attributable to:

- (a) regularly scheduled maintenance windows for the Trapeze Cloud Managed Service and for times in which Agency has been notified in writing (including e-mail) by Trapeze in advance thereof;
- (b) a Force Majeure Occurrence, as defined herein;
- (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by Trapeze or certified by Trapeze for use in conjunction with the Trapeze Cloud Managed Services (except as such non-performance is directly caused by Trapeze).

“Month” means a calendar month

“Quarter” means any one of the following 3 month calendar periods as applicable, namely (a) January 1 to March 31, (b) April 1 to June 30, (c) July 1 to September 30, and (d) October 1 to December 31.

“Availability” or “Service Availability (SA)” means the downtime that will be allowed during any month. It is based on an authorized user’s ability to log into the TCMS software during a calendar Month, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- “x” is the Availability of the Software during the applicable Month;
- “y” is the total number of hours in such Month minus the number of hours during such Month that the Agency is unable to log into the TCMS software because of (a) regularly scheduled maintenance windows for the Software and for times in which Agency has been notified in writing (including e-mail) by Trapeze in advance thereof; (b) a Force Majeure Occurrence, as defined herein; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by Trapeze or certified by Trapeze for use in conjunction with the TCMS (except as such non-performance is directly or indirectly caused by Trapeze); (d) any time required to set up and transfer over to a DRE environment if applicable.
- “z” is the number of hours in the applicable Month during which the Agency is unable to log into the TCMS software (other than for reasons set forth in the definition of “y” above); provided that Trapeze has been notified or is otherwise aware (or reasonably should be aware) of Agency’s inability to utilize the Software.

“Recovery Time Objective (RTO)” means the maximum period of time in which a provided service must be restored after a major incident. Recovery time is determined by the time elapsed between the declaration of a disaster and restoration of provided service.

“Recovery Point Objective (RPO)” means as the maximum period of time in which data may be lost from a provided service due to a major incident. Recovery point is determined by the timestamp of last backup or last database log file that is successfully restored or applied to the disaster recovery environment.

“Major Incident” means the Azure region or data center running the Agency’s solution is non-operational for more than 30 minutes.

“Incident” means an unplanned system event which adversely affects application processing running on a production environment with the TCMS solution.

“Unplanned Maintenance” means any time during which a problem with the TCMS prevents the Agency’s connectivity. Unplanned Maintenance does not include any time during which the TCMS or any

component are not available due to: (i) scheduled maintenance, (ii) circumstances outside of Trapeze's control and other force majeure events.

“Windows Virtual Desktop”, “WVD”, “Remote Desktop” means the Azure service that provides a desktop and app virtualization service hosting Microsoft Azure. Microsoft does not offer a financially backed service level agreement and strives to attain at least 99.9% availability for the Windows Virtual Desktop service URLs. This service is used by Trapeze to run Trapeze applications that require a Windows 10 desktop application environment to deliver its functionality.

“Windows Virtual Desktop Service Eligibility” means the WVD service eligibility licensing terms and conditions as described here: <https://azure.microsoft.com/en-us/pricing/details/virtual-desktop/> and is subject to change.

1.2 Cloud Managed Services Environments

Depending on the Agency's business requirements and which solution the Agency is purchasing from Trapeze, Trapeze may provide one or more of the following, separate and secure, hosting service environments to ensure the quality, support and maintenance of the software and services provided in this Addendum. These environments are completely independent, secure, stand-alone environments unless otherwise stated and include all the security, software, infrastructure, databases, networking, and services to deliver the solution outlined in this Addendum.

The Agency will not be provided any direct access to the solution resources provided in the environments except through approved and certified Trapeze software or remote access mechanisms.

Trapeze offers the following environments:

- Production environment – referred to as “PROD”, is where all the main software and services will be provided and is the basis for the costing of the solution. This environment will run with fully licensed software from Trapeze and any 3rd party vendors in accordance with their license policies. This environment will be included in the calculations for the Service Availability calculations.
 - Patching and upgrading of the software and services in this environment will be done during the agreed upon maintenance windows, unless otherwise stated.
 - Patching of the environment for security issues may be done in advance of the Agency being notified and outside of regular and agreed upon maintenance windows. Trapeze will make every effort to inform the Agency in advance in these cases.
- Disaster Recovery environment (Optional) – referred to as “DRE”, is a separate, secure and fully managed environment that matches the PROD environment and setup in a different geolocation than the PROD environment. All services and software are setup in a disaster recovery failover configuration to the PROD environment with fully licensed software from Trapeze and any 3rd party vendors in accordance with their license policies. If this environment option is purchased by the Agency, then this environment will be included in the calculations for the Service Availability calculations. The DRE environment has the following conditions:
 - The DRE environment will only be enabled if the primary PROD Azure environment experiences a major incident event;
 - The time required to failover to the DRE environment will not be counted as downtime for the purposes of meeting any Service Availability;
 - If the solution contains a VPN connection to the Agency's on-premise environment, there is no automatic failover to the DRE environment, and it may take up to the agreed upon RTO to recover to the DRE environment to ensure data and system integrity;
 - Patching and upgrading of this environment follow the items outlined for the PROD environment.
- Staging Environment(s) (Optional) – referred to as one or more of these, “STG”, “UAT”, “TEST”, “TRAINING”, are scaled down, fully secure, fully managed, near duplicate environments of the

PROD environment that will be used by the Agency for their intended purpose(s). These optional environments can be purchased by the Agency and are subject to the following restrictions:

- These environments are not included in the calculations for Service Availability and no SLA's, SLO's, or SA's are provided
- Support for these environments is only provided during Trapeze normal business hours and are not subject to any Priority 1 or Priority 2 support ticket criteria;
- Upgrading of these environments will be done during normal Trapeze business hours and the Agency will be provided 5 business days notice (including email notice) prior to the upgrades. Shorter or longer notices can be accommodated based on approval by both the Agency and Trapeze via written notice;
- Patching of the environments for security issues may be done in advance of the Agency being notified. Trapeze will make every effort to inform the Agency in advance in these cases;
- Agency agrees and accepts that the backups and retentions policies for these environments will be determined by and are at the full discretion of Trapeze. Trapeze will make every effort to provide a reasonable backup and retention policy based on the environments intended purpose.
- Agency agrees and accepts that these staging environments are operated and priced based on a sixty percent (60%) reduced usage and capacity by Agency or as specified in the Cloud Services Addendum, Exhibit A. If Agency exceeds such usage and capacity limits, additional fees will be charged to Agency on a monthly basis at Trapeze's standard rates. Upon Agency exceeding usage and capacity limits, Agency agrees and accepts that Trapeze, with five (5) calendar days' notice, may disable, scale down, stop, or deallocate resources or otherwise restrict these staging environments to adhere to the reduced usage and capacity mentioned above.
- All staging environments will adhere to a daily downtime schedule where resources will be unavailable for a period of at least eight hours during evening off times and be unavailable during weekend hours as agreed reasonably by both parties.
- Quality Assurance and Testing environment – referred to as “QAT”, is a scaled down, fully secure, fully managed, near duplicate environment of the PROD environment that will be used for quality assurance and testing of upgrades, maintenance, and support issues.
 - All costs associated with the environment will be the responsibility of Trapeze with no SLO or SA's requirements nor any support level imposed
 - Agencies will not be provided any access to this environment, either directly or indirectly
 - Agency agrees that Trapeze, at its sole discretion, reserves the right to not setup the environment
 - Agency agrees that Trapeze, from time to time, may use anonymized data based on production data for the intended purposes and will delete the data within 10 business day after the testing, upgrade, or maintenance support issue is completed.
- Development environment – referred to as “DEV”, is a scaled down, fully secure, fully managed, near duplicate environment of the PROD environment that will be used for development and testing of upgrades, maintenance, and support issues.
 - All costs associated with the environment will be the responsibility of Trapeze with no SLO or SA's requirements nor any support level imposed
 - Agencies will not be provided any access to this environment, either directly or indirectly

- Agency agrees that Trapeze, at its sole discretion, reserves the right to not setup the environment
- Agency agrees that Trapeze, from time to time, may use anonymized data based on production data for the intended purposes and will delete the data within 10 business day after the testing, upgrade, or maintenance support issue is completed

2. STANDARD NOTICE

Trapeze will use commercially reasonable efforts to provide the Agency at least fifteen (15) calendar days' written notice prior to any service or operational level changes unless otherwise stated.

3. SERVICE LEVEL OBJECTIVES

These Service Level Objectives ("SLO") for Trapeze Cloud Managed Services sets forth the level of services to be delivered by the Trapeze Cloud Managed Services to which the Agency has subscribed and based on the solution assumptions outlined in the applicable Cloud Services Addendum, Exhibit A with Trapeze which describes the migration of Agency to the Trapeze Cloud Managed Services.

Service Availability (SA)	99.0% availability percentage for production "PROD" environments of Trapeze Managed Cloud Services calculated as outlined in the "Availability" definition of this Addendum, unless otherwise stated and varies based on the solution provided to the Agency described in the applicable Cloud Services Addendum, Exhibit A executed by the parties for the provision of the Trapeze Cloud Managed Services. 99% ("two nines") means 3.65 days downtime per year, 7.31 hours per month, and 1.68 hours per week
Recovery Point Objective	2 hours, unless otherwise stated and varies based on the solution provided to the Agency described in the applicable Cloud Services Addendum, Exhibit A executed by the parties for the provision of the Trapeze Cloud Managed Services.
Recovery Time Objective	12 hours, unless otherwise stated and varies based on the solution provided to the Agency described in the applicable Cloud Services Addendum, Exhibit A executed by the parties for the provision of the Trapeze Cloud Managed Service.
Access to Environments	Agency agrees that it will not be provided any direct access to the TCMS solution resources, portals, etc. provided in the environments except through approved and certified Trapeze software or remote access mechanisms. Agency agrees that Trapeze, at its sole discretion, reserves the right to not provide access to any TCMS environment.
Hours of System Operation	The TCMS will be accessible and available to the Agency and capable of any and all normal operating functions except for periods of Scheduled Maintenance and previously approved outages. Trapeze will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the hosting services side and outside of Trapeze control nor will such hours of unavailability be counted when calculating Service Availability.
Scheduled Maintenance	Trapeze may complete routine maintenance on the TCMS environments and services monthly. For the purposes of this Agreement, Scheduled Maintenance, as determined by Trapeze or its providers, shall not generally occur between the hours of 7 AM and

	<p>8 PM EST, Monday through Friday, without Agency’s authorization or unless exigent circumstances exist, during which time Trapeze or its providers shall perform Scheduled Maintenance or adjustments to its network, servers, services, or to the infrastructure.</p> <p>Trapeze will use commercially reasonable efforts to provide at least seven (7) calendar days’ written notice prior to such planned outages.</p> <p>If Trapeze is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Agency via email of such additional outages. The Agency and Trapeze will work on a downtime timeframe that is convenient for both parties, and such additional downtime will then be considered a period of Scheduled Maintenance.</p>
Backups and Retention Policies	<p>The TCMS standard backup and retention policies:</p> <p>PROD Databases – 30 day retention of 5 minute restore points, with monthly backups retained for 13 months unless otherwise specified by the Agency.</p> <p>All other databases will use a 7 day retention, 5 minute restore point policy with no backups, unless otherwise stated in the Agreement.</p> <p>All other virtual machines and additional services will be backed up daily. All logs for security, performance and audit monitoring will be kept for at least 3 months. Any longer retention periods will be kept at additional charge.</p> <p>Trapeze reserves the right to change the retention period in the future and from time to time.</p> <p>Trapeze will use commercially reasonable efforts to provide at least seven (7) calendar days’ written notice prior to such changes.</p>
Security Policies	<p>The security items in place for all services that support it will be as follows:</p> <p>All HTTP traffic for public and internal traffic will be over TLS 1.2 or higher (SSL)</p> <p>All data stored at rest will be encrypted using 256-bit AES encryption and is FIPS 140-2 compliant</p> <p>Azure Security Center will be used to monitor and validate the security setup of the TCMS environments and services</p>
Security, Penetration, and Performance Testing	<p>Agency agrees to not perform, directly or indirectly, any security, penetration, or performance testing on any of the Cloud Managed Services Environments or services without written notice and approval from Trapeze.</p> <p>Trapeze will not deny any commercially reasonable requests for security, penetration, or performance tests and must be performed during Scheduled Maintenance.</p> <p>Any violation of this clause will forfeit the terms and conditions outlined in the Service Level Objectives section of this Exhibit A.</p>
Patching and Updates of 3 rd Party Software	<p>Trapeze, through its provider, will keep all the TCMS environments purchased by the Agency, current with critical patches and updates as such patches and updates are released generally by the manufacturers of the Infrastructure.</p> <p>Trapeze change management process will update one main Staging Environment with any patches and updates and provide the Agency a period of fifteen (15) days to test and confirm the changes prior to scheduling an update to the Production environment. After the Production environment is updated, all other non-Production Environments will be updated. Exceptions to this would be a</p>

	<p>critical security patch or if the Agency did not purchase any Staging Environment.</p> <p>Agency understands and agrees that patches and updates are developed by third party vendors and, on rare occasions, may make the TCMS environments unstable, lower Availability or cause the TCMS services to fail to operate properly even when installed correctly.</p> <p>Trapeze shall not be responsible for any downtime, loss of Availability or losses arising from or related to the installation or use of any patch or update in the TCMS environments, provided that such patch or update was installed in accordance with manufacturer’s instructions.</p> <p>Notwithstanding any provision to the contrary, Trapeze shall not be responsible for any delays or deficiencies in the TCMS environments or services to the extent that such delays or deficiencies are caused by Agency’s action or omissions, or due to equipment or services that are not provided or controlled by Trapeze, including but not limited to telecommunication lines, networking connections, Agency-side equipment, etc.</p> <p>In the event that such delays or deficiencies occur, Trapeze shall be permitted to extend any relevant deadline as Trapeze deems necessary to accommodate such delays or deficiencies.</p>
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4. DETERMINATION OF INCIDENT RESPONSES AND PRIORITIZATION

- (a) Incident Response - Trapeze will follow the procedures outlined below to respond to incidents submitted to Agency Care.
- (b) Response Service Levels

Trapeze assigns incidents a Priority Code from 1 – 4 based on the criticality and the impact of the incident on Agency (“you” or “your”) business as well as the availability of workarounds. The Priority Code will be the basis for scheduling work and assigning resources to the request. Priority Codes dictate appropriate response and resolution times. Response and resolution times are measured from the time that the incident is opened by Agency Care. Trapeze will apply continuous effort until the incident is resolved.

Priority Level	Condition	Response Time (Goal)	Resolution Efforts
Priority 1	An error or performance anomaly that renders Software inoperable in a production environment, resulting in the inability to utilize critical system components.	During normal business hours – Immediately After Hours - Within 1 hour	Dedicated staff resources working 24 hours per day, 7 days per week until corrected. Within 4 hours of receipt of Priority 1 report the management of the issue will escalate to the 1st escalation point until corrected. Within 8 hours of receipt of Priority 1 report the management of the issue will escalate to the 2nd and 3rd escalation point until corrected. Within 12 hours of receipt of Priority 1 report the management of the issue will escalate to the 4th escalation point until corrected. Trapeze will remain in regular contact with the Agency (contact will occur, at a minimum, during escalation points, and every 8 hours thereafter).

Priority Level	Condition	Response Time (Goal)	Resolution Efforts
* Priority 2	An error or performance anomaly with Software resulting in major inconvenience for users in the production environment or the public.	Within 2 business hours	For the first 48 hours following receipt of Priority 2 report, dedicated staff resources working during normal business hours until corrected. Within 24 hours of receipt of Priority 2 report the management of the issue will escalate to the 1st escalation point until corrected. Within 48 hours of receipt of Priority 2 report the management of the issue will escalate to the 2nd and 3rd escalation point until corrected. Within 5 days of receipt of Priority 2 report the management of the issue will escalate to the 4th escalation point until corrected. Trapeze will remain in regular contact with the Agency (contact will occur, at a minimum, during escalation points, and every 24 hours thereafter).
Priority 3	Software issues where the system is functioning but causing minor or short-term inconvenience for specific users with critical positions using the production environment.	Within 1 business day	Working on the issue during normal business hours with the same efforts as are employed for other Priority 3 reports.
Priority 4	General questions; Software issues resulting in minor inconvenience for non-critical positions using the production environment or testing using a test environment. Includes Hardware Support (RMA requests)	Within 2 business day	Working on the issue during normal business hours with the same efforts as are employed for other Priority 4 reports.

* If Trapeze's resolution efforts result in a work around that leads Agency to experience an improvement in the conditions it is reporting, the severity level will be lowered accordingly. For example, where a Priority 1 report is resolved by Trapeze to the point where the Agency is experiencing conditions associated with a Priority 2 severity level, the Priority 1 report will be reclassified as a Priority 2 report, at which time Trapeze shall be deemed to be in "receipt of a Priority 2 report" and Priority 2 resolution efforts shall apply.

5. INCIDENT ESCALATION

Trapeze strives to provide exceptional Agency support, you can escalate your concerns if you feel we have not met your expectations. The Agency Care team logs every support issue to ensure that all required details are recorded. This allows us to attempt to resolve the issue within the service level objectives.

- (a) First Level Escalation Point - Agency Success Manager or comparable role if you are concerned that your issue is not progressing in a satisfactory manner, please refer it to the Agency Success Manager.
- (b) Second Level Escalation Point - Product Line Manager or comparable role if you feel your escalation is not being handled by the first level escalation, please refer it to the Product Line Manager.
- (c) Third Level Escalation Point - Agency Care Manager or comparable role if you feel your escalation is not being handled by the second level escalation, please refer it to the Agency Care Manager.
- (d) Fourth Level Escalation Point - Head of Agency Care or comparable role if you feel your escalation is not being handled by the third level escalation, please refer it to the Head of Agency Care.

6. AGENCY RESPONSIBILITIES

The Agency shall be responsible for:

- A. Assigning a primary and alternate Agency representative to coordinate all communications and activities related to Trapeze's services.
- B. Providing contact information for a primary and an alternate contact to Trapeze that will be added to the notification lists upon execution of the Agreement.
- C. Providing user identification data and determining the appropriate security profile for each user. Agency shall be solely responsible and shall control security at the Platform Application access level, e.g. the level of access that it grants for its users.
- D. All infrastructure residing at Agency's facilities including site-to-site connectivity between Agency's facilities.
- E. User Acceptance Testing of updates and fixes applied by Trapeze to Platform Application used by Agency. With the exception of emergency fixes, Agency will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon time frame.
- F. Testing upgrades. Upgrades will be moved to production by Trapeze at the end of the Agency testing period unless specific problems are documented in writing to Trapeze.
- G. Agency represents and warrants that at all times, Agency shall not use the Trapeze Cloud Managed Services or the Platform Application, in part or in whole, for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM). Agency further represents and warrants that it has the corporate power and authority to enter into this Agreement and to be bound by the terms herein.
- H. Agency shall refrain from engaging in any activities that cause or may cause interference with Trapeze's or its providers' provision of Trapeze Cloud Managed Services offerings to Trapeze's other Agencies. Trapeze, through its provider(s), may limit or suspend Agency's access to the Trapeze Cloud Managed Services with subsequent notice to Agency if Trapeze

believes, in its sole discretion, that Agency's activities pose an imminent threat to the provision of Trapeze Cloud Managed Services or an imminent threat to the security or integrity of the Infrastructure in general. If the perceived threat is not imminent, then Trapeze shall provide Agency with as much advance notice as reasonably possible prior to limiting or suspending Agency's access to the Trapeze Cloud Managed Services pursuant to this paragraph. Trapeze shall be held harmless from and against any and all downtime, as well as the consequences of such downtime, that arises or relates to Trapeze's activities as described in this paragraph.

- I. If the WVD service is used by Trapeze to provide the full Platform and Application Services functionality to the Agency, then the Agency agrees and accepts that the Agency is fully responsible for purchasing and maintaining the Windows Virtual Desktop Service Eligibility licenses as required by Microsoft and waives all Trapeze liability in this matter. Agency agrees and accepts to provide proof to Trapeze within sixty (60) days of the contract signing that it meets the eligibility requirements set forth.
- J. Agency agrees that any and all parts of the environments chosen by the Agency will be part of the total storage, computer, and bandwidth consumption for the Agreement.
- K. Agency agrees that it and each of its users who will be using the Trapeze Cloud Managed Services will, at a minimum, comply with the following minimum requirements for creating any passwords required for the use of the Trapeze Cloud Managed Services. The failure to comply with the following minimum requirements shall entitle Trapeze to immediately terminate such user's access to the Trapeze Cloud Managed Services:

Enforce password history	Last 10 passwords remembered
Maximum password age	90 Days
Minimum password age	1 Day (This security setting determines the period of time (in days) that a password must be used before the user can change it)
Minimum password length	8 Characters
Password complexity	Enabled (Further explanation below)
Account lockout duration	1 minute. Further incorrect sign-in attempts lock out the user for increasing durations of time.
Account lockout threshold	10 Consecutive invalid attempts
Reset account lockout counter	5 minutes

Additional password complexity requirements

- A minimum of 8 characters and a maximum of 256 characters.
- Requires three out of four of the following:
 - Lowercase characters.
 - Uppercase characters.
 - Numbers (0-9).
- Symbols
 - A – Z
 - a - z
 - 0 – 9
 - @ # \$ % ^ & * - _ ! + = [] { } | \ : ' , . ? / ` ~ " () ;

7. OWNERSHIP OF PLATFORM APPLICATION AND DATA

Agency shall not obtain any ownership rights, title or interest in the Trapeze Cloud Managed Services, Platform Application, Infrastructure or systems developed or employed by Trapeze or its third party providers in providing any Trapeze Cloud Managed Services under the Addendum. Trapeze shall not obtain any ownership rights, title or interest to Agency's data contained within the Trapeze Cloud Managed Services. Trapeze shall maintain Agency's data for a period of thirty (30) calendar days after the termination or expiration of the Addendum. Notwithstanding the foregoing, should the Agency desire Trapeze to maintain the Agency's data for longer than thirty (30) calendar days. Trapeze shall maintain such data for as long as is mutually agreed between the parties and to the extent there is any additional costs, subject to an equitable adjustment. If Agency issues a written request to Trapeze prior to the termination or expiration of the Addendum, Trapeze agrees to either provide Agency with a copy of or destroy the Agency's data, as it exists on the date of expiration or termination. Upon the expiry of the thirty (30) calendar day period after termination or expiration of the Addendum, Trapeze shall have no obligation to maintain such Agency data and may delete such Agency data in its sole discretion. If the Agency desires that Trapeze provide a copy of all of the Agency's data at any period other than upon expiration or termination of the Addendum, Trapeze will provide a quote detailing the scope and cost for such services for Agency's approval prior to provide a copy of the Agency's data.

Agency acknowledges and agrees that all computer and hardware equipment has a data transaction error / data corruption rate. The Infrastructure does offer the native ability to preserve a backup "snapshot" of Agency's data at a specific moment in time. Despite Trapeze's efforts, Trapeze does not warrant or represent that the snapshot of Agency's data will be free of communication-related, checksum errors, latent errors or other types of errors that may result in permanent data loss. Trapeze shall not be held liable for any data loss caused by an operation (or failure thereof) of any hardware, software or communications equipment in the Infrastructure.

8. WARRANTY DISCLAIMER/LIMITATION OF LIABILITY

Except as expressly set forth herein, Trapeze disclaims all representations and warranties relating to the services or deliverables provided under this Addendum, including but not limited to any representation or warranty of fitness for a particular purpose or merchantability. Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the Internet or any information stored in any system connected to the internet. Trapeze shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Agency's connection to or use of the Internet. Trapeze shall be held harmless against any changes in the Trapeze Cloud Managed Services, or any downtime, loss or damage to the Platform Application, Infrastructure or Trapeze Cloud Managed Services that arises from or relates to (i) the use or misuse of any passwords by Agency or its representatives, agents or assigns, whether such use was authorized by Agency or not, and (ii) any failure by Agency to comply with the password requirements listed in this Addendum or to provide proper passwords for any Agency-supplied software or the Platform Application, as required.

9. DOMAIN NAME

Trapeze has obtained the domain name “TrapezeOnCloud.com”, or will purchase a new domain name for the Agency’s internal use of the TCMS, and will provide to Agency a sub-domain name (the “Sub-Domain Name”) which shall be associated with the web portal for Agency to access the Platform Applications. An example of a sub-domain name is “team.trapezeoncloud.com”. The actual Sub-Domain Name to be provided to Agency shall be agreed upon by the Parties, may be publicly exposed to the internet and should only be used for internal testing purposes or to redirect Agency owned domain names to these domain names.

Agency agrees to comply with the terms and conditions of use established by the domain name provider and registrar: GoDaddy.com LLC. (the “Registrar”). Agency acknowledges and accepts that such terms and conditions may change from time to time without advance notice to Trapeze or Agency. The terms and conditions in force as of the date of this Amendment for use of the domain name and the Sub-Domain Name can be found online at <https://ca.godaddy.com/legal-agreements>.

Agency agrees that Trapeze may, at its sole discretion, change the domain name provider and Registrar, in which case Trapeze shall make reasonable commercial efforts to transfer the domain name and Sub-Domain Name to the new domain name provider and registrar and will notify Agency of the new domain name registrar and the applicable terms and conditions of use of the Sub-Domain Name that may be required by such new domain name registrar.

If for reasons not attributable to Trapeze’s wilful misconduct or gross negligence, it is not possible to retain or transfer the Sub-Domain Name, Trapeze shall promptly procure an alternative sub-domain name to be used for accessing the Trapeze software and shall notify Agency in writing of the new sub-domain name.

EXHIBIT B

INSURANCE REQUIREMENTS

Service Agreement between City of Fresno (City) and Trapeze Software Group, Inc. (Service Provider)

PROFESSIONAL TRANSIT SOFTWARE AND MAINTENANCE SERVICES FOR LICENSED TRANSPORTATION PASSENGER SOFTWARE SUITE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Technology Liability (Errors and Omissions) insurance appropriate to Service Provider's profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by Service Provider in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

MINIMUM LIMITS OF INSURANCE

Service Provider, or any party the Service Provider subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;

- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **TECHNOLOGY PROFESSIONAL LIABILITY** insurance with limits of not less than:

- (i) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event Service Provider purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Service Provider shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Service Provider shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents, and volunteers; or
- (ii) Service Provider shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Service Provider shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed

manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, Service Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of Service Provider's insurance and shall not contribute with it. Service Provider shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Service Provider and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents, and volunteers.

If the Technology Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Service Provider.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Service Provider, Service Provider must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days written notice by certified mail, return receipt requested, has been given to City. Service Provider is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Service Provider shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Service Provider shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, persons under the supervision of Service Provider, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS – If Service Provider subcontracts any or all of the services to be performed under this Agreement, Service Provider shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, Service Provider shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and Service Provider shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with Service Provider, and City, prior to commencement of any work by the subcontractor.

VERIFICATION OF COVERAGE

Service Provider shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker.

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

For item #3, Trapeze may use the same bus manufacturers and/or subcontractors.

For item #4, Trapeze has a contractual relationship with the City of Fresno; we currently have software licensed to the City of Fresno

Additional page(s) attached.

DocuSigned by:

Brian Beattie

Signature

18 April 2022

Date

Brian Beattie

Name

Trapeze Software Group, Inc

Company

5265 Rockwell Dr NE,

Address

Cedar Rapids, IA 52402

 City, State, Zip

EXHIBIT D

FEDERAL CONDITIONS FOR MATERIALS & SUPPLIES GREATER THAN \$250,000

This contract/purchase agreement is subject to a financial assistance contract between the City of Fresno and the Federal Transit Administration, which requires that this contract/agreement contain the following clauses:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases,

subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

(1) Termination for Convenience: The City of Fresno may terminate this contract, in whole or in part, at any time by written notice (in accordance with Section 4 of the Agreement) to the contractor. The contractor shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to be paid by contractor. If the contractor has any property in its possession belonging to the City of Fresno, the contractor will account for the same, and dispose of it in the manner the City of Fresno directs.

(2) Termination for Default: If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract or if the contractor fails to comply with any other provisions of the contract, the City of Fresno may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

(3) If it is later determined by the City of Fresno that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of, or are beyond the control of the contractor, the City of Fresno, after setting up a new delivery or performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it

will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fresno request, which would cause the City of Fresno to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;

- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BUY AMERICA

(1) The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The certificate titled *Buy America Certification* must be completed in Exhibit H.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

(1) The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of California. In the event of litigation between the two parties, proper venue shall be laid in a court of competent jurisdiction in the County of Fresno, State of California.

(2) Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s Maintenance Manager. This decision shall be final and conclusive unless with ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Maintenance Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Maintenance Manager shall be binding upon the contractor and the Contractor shall abide by the decision.

(3) Pending final resolution of a dispute in hereunder, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the City's decision.

LOBBYING

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The certificate titled *Non Lobbying Certification* must be completed in Exhibit E.

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

(1) 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.

(2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 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 D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

(3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

(1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s): _____

(5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

ENERGY CONSERVATION

(1) 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.

RECYCLED PRODUCTS

(1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE {If Required}

(1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

(1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

(1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City.

(2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

(1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the City of Fresno. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

NOTICE OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

(1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the City of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

(2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

FTA PROTEST NOTIFICATION

A protestant must exhaust all City of Fresno Procurement administrative procedures and remedies before pursuing a protest with the FTA.

(1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the City of Fresno. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) calendar days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

(2) A protest shall include:

- (a) The name, address, and telephone number, including FAX number if available, of the protestor;
- (b) The signature of the protestor or authorized representative;
- (c) Identification of the contract/solicitation;
- (d) A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
- (e) The form of relief requested.

(3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

(4) The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

(5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

(6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

(7) The City may proceed with procurement when a protest is pending if the City determines that:

- (a) The items to be procured are urgently required;
- (b) Delivery or performance will be unduly delayed by failure to make the award promptly;
or
- (c) Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

(8) FTA will only entertain a protest that alleges:

- (a) The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
- (b) Violations of Federal law or regulation.

(9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA

Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protestor knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- (a) Include the name and address of the protestor.
- (b) Identify the grantee, project number, and the number of the contract solicitation.
- (c) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Contractor agrees to comply with 2 CFR 200.216 and Public Law 115-232, Section 889, and may not 1) procure or obtain; 2) extend or renew a contract to procure; or 3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system for this federally funded agreement. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT E

**NONLOBBYING CERTIFICATION
LOBBY RESTRICTIONS**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

EXHIBIT F

ADDITIONAL SOFTWARE AND EQUIPMENT TERMS AND CONDITIONS between City of Fresno (the “City” or “Agency”) and TRAPEZE SOFTWARE GROUP, INC. (“Trapeze” or “Service Provider”)

1. Definitions

“Agreement”	this Product Purchase Agreement effectively made as of the date first written above, between Trapeze and the City, and the attached exhibits, all of which form an integral part of the Agreement;
“Confidential Information”	all information obtained by the parties from each other under the Agreement, but does not include any information, which at the time of disclosure is generally known by the public.
“Documentation”	user documentation and training materials pertaining to the System as supplied by Trapeze;
“Equipment”:	shall refer to both the Trapeze Equipment and Third-Party Equipment collectively;
“Software”	shall refer to both the Trapeze Software and Third-Party Software collectively;
“System”	shall mean collectively the Software and Equipment specified in Exhibit A;
“Third Party Equipment”	third-party owned or developed equipment delivered hereunder, either delivered standalone or embedded in the System delivered hereunder;
“Third Party Products”	Third-Party Equipment or Third-Party Software sold or licensed hereunder and specified in Exhibit A;
“Third Party Software”	third-party owned or developed software delivered hereunder, either delivered standalone, embedded in the Equipment delivered hereunder or specifically designed for use in or with such Equipment;
“Trade Secrets”	the System, Documentation, and other related information (including all modifications of the System developed for the City other than work for hire) disclosed to the City under this Agreement, including trade secrets and other confidential and proprietary information of Trapeze.

“Trapeze DataMart Database(s)”	shall refer to the data structure used to store all of the data that has been transformed and aggregated for reporting, analysis and interface purposes;
“Trapeze Back Office Operational Database(s)”	shall refer to the data structure used to store all of the data generated through the use of the Trapeze Back Office Software applications;
“Trapeze Equipment”	Trapeze proprietary equipment;
“Trapeze Software”	Trapeze-owned or developed software delivered hereunder, either delivered standalone, embedded in the Equipment or specifically designed for use in or with such Equipment; and
“Trapeze TransitMaster™ Operational Database”	shall refer to the data structure used to store all of the data generated through the use of the Trapeze TransitMaster™ Software applications;

2. License and Intellectual Property. All Trapeze Software is intellectual property of Service Provider and shall remain the sole and exclusive property of Service Provider and is licensed subject to the terms of this Exhibit. All Third-Party Software is intellectual property of its respective third-party owners and shall remain the sole and exclusive property of such third party owners. Subject to payment of license fees set out in Exhibit A, Service Provider grants The City a personal, non-transferrable, non-exclusive license to: (i) use the Software at its place of business; and (ii) use the on-board Software only in or with the Trapeze Equipment or the Third-Party Equipment sold hereunder. The City shall not copy, modify, or disassemble the Software, or permit others to copy, modify, or disassemble the Software. The City shall not transfer the license granted hereby or possession of the software except as part of or with the Trapeze Equipment or Third-Party Equipment, such transfer being subject to the restrictions contained herein. This Software license shall automatically terminate upon any breach or default by The City of the Agreement, the license terms and conditions contained in this Exhibit, or in the event that there is filed by or against The City any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of The City’s creditors.

2.1 The City agrees to use the Software only in the licensed quantities listed within Exhibit A. The City agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to Software to notify its employees of its obligation under these terms with respect to use, reproduction, protection and security.

2.2 No party other than The City shall be licensed to use any of the Software provided under this Agreement, unless such use is expressly permitted under the terms of this Agreement. In the event that this Agreement does allow for the use of any of the licensed Software by certain designated third party service providers, The City shall be responsible for taking all reasonable steps to ensure that the third party service provider is fully compliant with: (i) the terms of this Agreement including without limitation any restrictions on use of the System and Documentation, and (ii) any obligations of confidentiality. The City specifically agrees that a breach of the license provisions or confidentiality obligations by such third party service provider shall be considered a

Default of the Agreement by The City, as such term is defined in Section 4 of the Agreement. Service Provider does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity, or otherwise.

2.3 The City acknowledges and agrees that Service Provider will not be providing proprietary information, such as interface codes, source code, protocols or data formatting details, to The City or any third party for future integration. The City is entitled to extract data from the System to support The City's operations. The City has the right to access or create read-only interfaces to the Trapeze DataMart Database(s), which is an element of the Trapeze Software. For greater certainty, The City and any third-party are not authorized to modify or extract data from Trapeze's TransitMaster™ Operational Database(s), which will require further negotiation and the purchase of any associated licenses from Service Provider.

2.4 The license to use the Trapeze Back Office Operational Database(s) is granted to The City solely for the development of internal reports by The City and for the integrated operation of the System. Unless expressly included herein, all other access rights to the Trapeze Back Office Operational Database(s) are excluded from this Agreement, and the City shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Trapeze Back Office Operational Database(s). However, The City shall retain ownership of the raw data that is inputted into the Trapeze Back Office Operational, Trapeze TransitMaster™ Operational and Trapeze DataMart Database(s).

2.5 The Parties agree that The City may make and retain no more than one (1) copy of the Software for backup or archival purposes. This Software copy shall only be used in the event a disaster renders the System inoperable and the copy is necessary to restore the System to normal operations.

2.6 In the case of any Third-Party Equipment, Third-Party Software, third-party Documentation, or services provided with the System under this Agreement, such third party shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. The Equipment for this project may include Software licensed to Service Provider by third party licensors, including, but not limited to: (i) Microsoft® Corporation; (ii) Here, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) MicroStrategy; (v) Nuance Communications Inc. formerly Loquendo S.p.A. 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 the licensors of such Software are third party beneficiaries of the rights granted under those terms. Where required, The City shall enter into a separate end-user-license agreement depending on the product(s) procured. The City may only transfer any Software product embedded with Equipment or Third-Party Equipment in accordance with the terms and conditions of this Agreement.

2.7 With the exception of any Third-Party Software and Third-Party Equipment listed in Exhibit A, Service Provider shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether preexisting or developed under this Agreement. Furthermore, neither this Agreement nor the delivery of the System or 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 Service Provider. The City agrees to: (i) take reasonable steps to maintain Service Provider's and/or its subcontractors' intellectual property rights; (ii) not sell, transfer, publish, display, disclose, or make

available the Software, or copies of the Software, to third parties except where The City may disclose the Software to designated federal representatives under a nondisclosure agreement executed by both parties, (iii) not use or allow to be used, the Software either directly or indirectly for the benefit of any other person or entity, and (iv) not use the Software, along with its updates, patches or upgrades, on any equipment other than the equipment on which it was originally installed, without Service Provider's written consent.

2.8 The City agrees that at the expiration or termination of this Agreement, The City shall: (i) remove all Software from use; and (ii) return to Service Provider or destroy, as agreed by the Parties in writing, all Software and Documentation, including any copies used for archival purposes.

3. Acceptance. Acceptance procedures for Software and Equipment purchases hereunder shall be as set forth in Exhibit G, Statement of Work.

4. Warranty. The Parties agree that the following warranty shall apply for purchases of new Equipment and Software listed in Exhibit A. The following warranty shall not apply to purchases of additional Equipment or Software licenses if such are added to this Agreement.

4.1. Trapeze Equipment:

4.1. Trapeze warrants the Trapeze Equipment to operate in all material respects provided in the Documentation for a period of 12 months from acceptance as set forth in Section 3 above, and for the duration of that warranty Trapeze agrees to repair or replace, at its discretion without charge, any such Trapeze Equipment in accordance with the terms of this Section, and which is returned to Trapeze at its factory, postage prepaid, during the warranty period, as applicable for each component, and is returned in accordance with Trapeze's instructions.

4.1.2 The warranty stated in this Section shall be void if:

4.1.2.1 the Trapeze Equipment is altered, physically abused or repair is attempted or made by any entity other than Trapeze or Trapeze's authorized service center;

4.1.2.2 the Trapeze Equipment fails to operate in a normal manner due to exposure to any condition in excess of those specified in the Documentation; or

4.1.2.3 the Trapeze Equipment is not properly installed or operated in accordance with the Documentation.

4.2. For certainty, the Parties agree that the above warranties shall not apply to any Third Party Products. Such Third Party Products will be provided by Trapeze with any available manufacturer's warranty only and Trapeze shall flow through and assign such manufacturer warranties to the City. Unless stated otherwise, any corrective or remedial services with respect to such Third Party Products shall be the exclusive responsibility of the City.

4.3. The Parties further agree that the above warranties do not include coverage for errors, defects or performance issues in the System caused by the actions of the City, its employees, contractors, or vehicle riders. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, CONCERNING THE SYSTEM. IT EXPLICITLY EXCLUDES ANY OTHER WARRANTY, CONDITION OR OTHER TERM WHICH MIGHT BE IMPLIED OR INCORPORATED INTO THIS AGREEMENT, WHETHER BY STATUTE, REGULATION, COMMON LAW, EQUITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF QUIET USAGE, MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A

PARTICULAR PURPOSE, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE AS ALLOWED BY LAW. IN PARTICULAR, TRAPEZE DOES NOT WARRANT THAT: (I) THE SYSTEM WILL MEET ALL OR ANY OF CITY'S PARTICULAR REQUIREMENTS; (II) THAT THE OPERATION OF THE SYSTEM WILL OPERATE ERROR FREE OR UNINTERRUPTED; OR (III) ALL PROGRAMMING ERRORS IN THE SYSTEM CAN BE FOUND OR CORRECTED. THE FOREGOING SHALL CONSTITUTE CITY'S SOLE RIGHT AND REMEDY WITH RESPECT TO WARRANTY UNDER THIS AGREEMENT.

5. Maintenance and Support Services. Trapeze Software: Provided for any annual support period for which maintenance fees have been paid in full by the City, Trapeze agrees to provide maintenance and support services for the applicable Trapeze Software listed in Exhibit A. For clarity, the maintenance support services for the Trapeze Software products: Turn-by-Turn, Multi-Mode, and IVR-Info shall be governed by the Software Maintenance Services Agreement between the parties dated July 1, 2018 (the "Software Maintenance Agreement") and support services for the Trapeze Software products: Device Management, Vehicle Intelligence, and ViewPoint for ITS are governed by the Cloud Managed Service Addendum in Attachment B of Exhibit A. The parties agree to amend the Software Maintenance Services Agreement to include the applicable Trapeze Software in Exhibit A at no additional cost to the City as it pertains to year 1 maintenance services included in this Agreement.

6. Intellectual Property Indemnity. Subject to Section 7 of the Agreement, Trapeze will indemnify, defend and hold harmless the City in respect of any claims brought against the City by a third party based on the claim that the Software or Equipment infringes the intellectual property rights of that third party. Trapeze will pay any award rendered against the City by a court of competent jurisdiction in such action, provided, in addition to the requirements set out more fully in Section 7 of the Agreement, the City gives Trapeze prompt notice of the claim and Trapeze is permitted to have full control of any defense. If all or any part of the Software or Equipment becomes, or in Trapeze's opinion is likely to become, the subject of such a claim, Trapeze may either: (i) procure the right to continue the use of the same for the City; or (ii) modify said infringing product so as to be non-infringing; or (iii) replace the same with a non-infringing product; or (iv) if the foregoing options are not reasonably available, take back the infringing product or component and refund the purchase price less a reasonable allowance for use, damage or obsolescence. If the infringement by the City is alleged prior to completion of delivery of the Equipment or Software under this Agreement, Service Provider may decline to make further shipments without being in breach of this Agreement. This is Trapeze's entire liability concerning intellectual property infringement. Trapeze will not indemnify the City or be liable for any intellectual property infringement or claim based upon: any modification of the System by anyone other than the Service Provider, or the City's design of any portion of the System, or the use of the System in combination with software or other technology not supplied or approved in advance by Trapeze, or use of the System contrary to this Agreement.

7. Limitation of Liability

7.1 City acknowledges and understands that the System installed in a vehicle has the potential to distract the driver from the primary task of driving which can compromise a vehicle's safety.

7.2 City acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners, or operators in the operation of the Motor Vehicle(s) in conjunction with the use or operation of the System described in this Agreement. City shall include this paragraph in any third party agreement it may have in which the System is provided to or utilized by that third party.

7.3 Trapeze shall not be held liable to the City for any claim or action arising out of the use or misuse of any motor vehicle operation by City during normal operation of the software.

7.4 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 the City's connection to or use of the internet or of any mobile or wireless network. Trapeze will not be liable to the City or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) The City's use of map or geographical data, owned by the City or any third party, in conjunction with the System or otherwise; or

(ii) The City's use of the System insofar as the System 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.

7.5 Trapeze will not be liable to the City or to any third party for any claims, expenses, damages, costs or losses whatsoever arising out of changes in the City staffing.

7.6 Except for Trapeze's indemnification obligations in the case of infringement of third party intellectual property and except in the case of liability for personal injury or death resulting from negligence and willful misconduct, a party's aggregate liability and responsibility for any and all claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), shall in no event exceed \$2,797,985.

7.7 Notwithstanding any provision in this Agreement to the contrary, either party shall not be liable for any indirect, consequential, special, incidental or contingent damages or expenses, whether in contract, tort (including negligence) or otherwise, arising in any way out of this Agreement, the Software, the Equipment or a party's performance or lack thereof under this Agreement, including without limiting the generality of the foregoing, loss of revenue, profit or use.

8. Audits Trapeze may perform audit(s) on the use of the System and Documentation upon giving the City written notice of at least five (5) business days. The City agrees to make the necessary operational records, databases, equipment, employees and facilities available to Trapeze for the audit(s) provide no unreasonable interference with the City's operations. The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

9 Trapeze Trade Secrets and Confidential Information The City acknowledges that any Trade Secrets or Confidential Information disclosed to the City pursuant to this Agreement are owned by Trapeze and include trade secrets and other confidential and proprietary information of Trapeze, and the City shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without Trapeze's prior written consent, except as required by law following prior notice to Trapeze. City shall prohibit any persons other than the City's employees from using any components of the System and the City shall restrict the disclosure and dissemination of any Confidential Information or Trade Secrets to employees or representatives who are bound to respect the confidentiality of such Confidential Information and Trade Secrets. The obligations of

confidentiality contained herein will survive termination of this Agreement. For clarification purposes, the text of this Agreement is not Confidential Information and will be a public record.

10. Media and Publication The City 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 shall not be unreasonably withheld. The City 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 agreed. Trapeze reserves the right to publish press releases and other general marketing information related to this Agreement and the work done hereunder, provided the City consents in writing.

11. Title and risk of loss. It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to City at the time of delivery of the product at the premises designated by the City.

12. Changes. Any Change Order must be in writing and shall be binding and in effect only after executed by both Parties. Change Orders must follow these guidelines for implementing the requested change:

- a. City, through its authorized representative may, at any time, request changes within the general scope of this Agreement by providing a written, detailed request for the change.
- b. Upon receipt of the City's requested change, Trapeze shall provide City's authorized representative a written, detailed proposal including updated price, schedule, and SOW changes for services to be performed.
- c. After the execution of this Agreement or any Change Order that has been agreed and executed by and between the Parties, if Trapeze finds an additional increase or decrease in the time or cost required for the performance of the work under this Agreement, whether changed or not changed by any Change Order, City shall make an equitable adjustment in the delivery schedule and shall modify the Agreement. City shall not deny Trapeze's right to an adjustment of time of performance or price based solely on Trapeze's failure to timely assert its rights under this provision.

13. Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be limited to the terms contained herein

EXHIBIT G

STATEMENT OF WORK

TransitMaster Upgrade Overview

Fresno Area Express (“FAX”), the public transportation operator in Fresno, CA has requested a quote and statement of work for the upgrade of its current TransitMaster (“TM”) CAD/AVL ITS mobile Hardware with enhanced Software features and functionality. All FAX’s one-hundred nineteen (119) fixed and fifty-seven (57) paratransit fleet vehicles will be upgraded to the new in-vehicle V8 platform.

This statement of work (“SOW”) outlines the delivery approach for the TM Software and Hardware support, defines all deliverables and outlines the required roles, responsibilities and resources needed for the TM Software and Hardware implementation. The implementation approach will detail the effort required from both Vontas and FAX for ensuring a successful upgrade to the TM V8 platform and delivery of new Software functionality.

Implementation Goals and Objectives

The Vontas TM V8 platform solution will enable FAX to take advantage of the latest mobile features and functionality and achieve operational efficiencies. The TM Software will be configured to support FAX’s operations and dispatch workflow efficiency. The base TM Software and Hardware solutions include:

- **Next generation onboard technology** - equipping FAX fleet vehicles with best-in-class modern mobile transit technology including:
 - o New mobile V8 platform,
 - o Turn-by-Turn Navigation,
 - o Multimode data communication,
 - o Automatic Passenger Counting (“APC”) TM integration,
 - o Vehicle Intelligence
- **Full integration** – maximizing TM integration with new fleet and operational management systems for gaining uniform operational results with the following Software:
 - o Viewpoint ITS source data modelling and reporting,
 - o Vehicle Intelligence predictive maintenance and vehicle health,
 - o Trapeze EAM asset availability, odometer and telematics packages

The optional solutions for FAX’s consideration include:

- **Investing in leading-edge applications and equipment** - Tools to create, automate, and manage a magnitude of different transit service scenarios needed in day-to-day operations and for real-time traveler information through the following products:
 - o Trapeze INFO-IVR and PASS-IVR
 - o Device Management

- o Voice over Internet Protocol (“VoIP”) Communication
- o Trapeze INFO-IVR and PASS-IVR (Spanish Translations)

FAX will jointly work with Vontas to complete the TM mobile Hardware and Software implementation. Vontas will focus its efforts on minimizing any downtime and ensuring day-to-day transit operations will be unaffected during the upgrade to the TM mobile Hardware and Software implementations.

Following contract execution, Vontas will provide project management and technical support services to complete the TM mobile Hardware and Software implementations. Vontas will also provide an on-site customer engineering and remote subject matter experts (“SMEs”) for formal applied training and in support of Acceptance Testing activities, as well as remote support for answering general questions and supporting issue resolution, as necessary.

Professional Services

Personnel

To ensure a successful completion of this project, Vontas will utilize the following professional services personnel:

- **Project Manager:** The centralized point of contact for the project. The project manager is responsible for coordinating the resources required to deliver the technical support and documentation as outlined in this statement of work.
- **Customer Engineer:** The technical implementation resource tasked with leading the project and ensuring technical project deliverables are developed in accordance with the project schedule and requirements. The customer engineer will be the lead technical resource providing configuration, validation, training, and consultative services.
- **Network Engineer:** The resource tasked with coordinating the evaluation of FAX’s physical network for the TM Hardware and Software implementations and the main Vontas point of contact for all network and infrastructure design for the TM system. Services provided by the network engineer include analyzing existing network infrastructure, providing recommendations, and planning for a TM solution that best meets FAX’s architecture requirements.
- **Vehicle Engineer:** The technical resource responsible for conducting on-site vehicle surveys and providing onboard vehicle logic unit (“V8 VLU”) and color touch mobile data terminal (“TMDT”) component schematic drawings. The vehicle engineer performs an on-site survey to finalize the retrofit onboard equipment kit Bill of Materials (“BOM”), equipment placement, and equipment tie in point(s).
- **Field Service Technician(s):** The technical resource(s) responsible for conducting the commissioning of FAX’s one hundred seventy-six (176) fleet vehicles. The field service technician(s) (“FST”) will coordinate and manage the on-site activities, providing in-vehicle systems expertise.
- **Technical Product Specialist(s):** The primary technical point(s) of contact supporting the design, installation, configuration, testing, implementation, training, and deployment of the Trapeze EAM and Viewpoint Software.
- **Developer(s):** The technical resource(s) responsible for creating Software and/or customizations to meet FAX’s business needs.

Implementation Methodology Overview

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

1. Project Kick-Off
2. Planning and Design
3. Procurement
4. Software Installation and Configuration
5. Training
6. Installation and Acceptance Testing
7. Production Migration
8. Monitoring and Project Closure

Project Implementation Approach

Project Kick-Off

Immediately after Notice to Proceed (NTP), Vontas will work with FAX to re-baseline the project schedule and to establish the date for a project kick-off and immediate next steps of project activities. With the long history of partnership between Vontas and FAX, we will coordinate and plan to move as many parallel channels of the project along at the same time as possible without material impact to FAX resources.

Vontas and FAX will hold a 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 Vontas and FAX are expected to attend the kick-off meeting. Vontas project team and FAX Subject Matter Experts (“SMEs”) will meet, discuss, and define the project schedule and review FAX operations pertaining to the TM implementation. The on-site kick-off meeting is expected to take up to two (2) business days. It is the intent of Vontas to begin project work as soon as possible and coordinate project on-site resources to begin initial project surveys, network assessment and system design as soon as FAX and Vontas can support.

Planning and Design

Vehicle Surveys

A vehicle engineering survey will be scheduled to assess FAX’s fixed route vehicles and mobile equipment fit reviews, which will include an audit of the integrated onboard peripherals and electrical connections. This activity will determine the health of the existing cabling and certain in-vehicle components, as well as document any changes from the existing equipment installations. The survey will be conducted on all applicable unique vehicle types from FAX’s planned one hundred seventy-six (176) retrofit fixed route and paratransit vehicles.

Vehicle Intelligence Surveys

To ensure successful Vehicle Intelligence functionality, vehicle engineering data messaging survey will be conducted to assess FAX's fixed route vehicles. The survey will help Vontas identify and document specific details about the J1939 drivetrain/powertrain network and the J1939 chassis/body controller network. Vontas will survey one (1) vehicle of each type and build and will record the available data messages from the J1939 drivetrain/powertrain and chassis/body controller networks. The survey requires the completion of the following activities:

- Connecting of a laptop with J1939 interface software and required cabling (to be provided by Vontas) to vehicle's front diagnostic port
- Turning the ignition switch to the ON position
- Recording specific data messages for both J1939 networks
- CAVM Module mounting location
- J1939 Drivetrain and Chassis connections

The surveyed vehicles will not require driving. Each vehicle will be made available for up to thirty (30) minutes for data messaging recording. The J1939 network recordings of existing Can bus data points will provide information for each vehicle's connected electronic control units ("ECUs"). This collected vehicle J1939 network data will support the configuration of Vehicle Intelligence profiles for FAX data analytics and maintenance messaging.

Following the survey, Vontas will determine if any adapter cabling and/or additional material for the TransitMaster solution will be required beyond the hardware included in this statement of work. This task helps ensure the longevity of the solution and minimizes long-term labor efforts. Following the completion of these activities, Vontas will provide FAX the finalized Bill of Materials ("BOM") for the retrofit components, as well as final as-built general schematic drawings when commissioning is completed to identify the in-vehicle equipment changes. Vontas requests that a member of FAX be available during the vehicle engineering survey period to assist with the availability and surveying of the vehicles.

Network Assessment

Vontas will provide FAX remote network services in the form of two (2) conference calls to review FAX's current network infrastructure including mobile routers, workstations, app server(s), and database server(s) needed to support the TM and Trapeze systems. The following items will be addressed as part of the network review:

- Secure network interconnectivity
- Router, switches and firewall requirements
- FTP connectivity to WLAN access points
- Workstation specifications and assignments
- Mobile gateway router network
- Viewpoint data gateway server connectivity

Following completion of the review, Vontas will share a draft Network Assessment document with FAX to review and provide comments.

In parallel with the network assessment activities, Vontas will survey FAX's network infrastructure and vehicle fleet as described above. FAX will provide all TM retrofit vehicles with operational Sierra Wireless XR90 mobile routers which Vontas will install. Vontas will work closely with FAX expert resources to ensure mutual understanding of the CAD/AVL system and its integration into the FAX data communication infrastructure. FAX will provide activated carrier SIM cards for all operational XR90 mobile routers and provision APN for cellular TM data messaging.

Output from these on-site discovery meetings will be used to complement the System Design below and contribute to the planning documents.

TM ViewPoint Operational Review

Vontas will provide a remote planning call to discuss the implementation of TM ViewPoint. Topics that will be addressed include:

- Solution overview and architecture review
- On premises hardware, software, and firewall requirements for setting up the gateway server (standard identified below)
- Questionnaires related to current operational policies and procedures as they relate to the reporting processes
- Standard ViewPoint reports and KPIs

The above details will be documented withing a preliminary TM ViewPoint Project Design Document and shared with FAX for review and to provide comments. At this time, Vontas and FAX will review the data gateway server specifications and will agree on the necessary configuration of the gateway server(s) based on the location of the FAX TM production data sources. FAX will provision the server(s), which is a prerequisite for the out-of-the-box implementation.

Standard gateway server specs are as follows:

- 8 CPU core, 16 GB RAM and 64-bit version VM of windows 2012 R2 (or later)
- 80GB disk space
- ODBC driver (as needed, for connection to any Oracle-based environments)

The server(s) must be reserved to the ViewPoint architecture and capable of accessing FAX's relevant data source(s) for TransitMaster.

Acceptance Testing Plan

Vontas will work with FAX to perform Acceptance Testing and test the new upgraded Software solution. To support this testing, Vontas will provide an Acceptance Testing Plan document validating key mobile and fixed side Software features and functionality with emphasis on the following areas:

- FAX specific processes
- Turn-by-Turn Navigation
- Vehicle Intelligence

- Trapeze EAM asset availability, odometer, and telematics
- Multimode data communications
- Vehicle Acceptance Testing Procedures (“VATP”) for each installed vehicle, including APC integration and mobile router Hardware
- TM ViewPoint integration

In addition to test cases, the Acceptance Testing Plan will document details around testing timelines and processes, as well as roles and responsibilities related to the Acceptance Testing activities regarding pre-delivery release testing (performed by Vontas) and User Acceptance Testing (performed by FAX).

Once mutually agreed upon, the Acceptance Testing Plan will define the appropriate testing applicable to the new features and functionality implementation.

Training Agenda

Vontas will provide FAX with a mutually agreed upon agenda outlining specific training activities related to the features and functionality of the newly upgraded Hardware and Software. The training session(s) will be focused on upskilling FAX’s dispatch controllers, system administrators, and vehicle operations on the new Hardware and Software features and functionality for transit operations. The training content will also benefit those FAX employees who would like to become more proficient with the features and functionalities of the TransitMaster integrated system.

The following key TransitMaster operational features and functionalities will be included in the training:

- V8 Platform Mobile Maintenance
- XR90 mobile router and Multimode data communications
- Turn-by-Turn Navigation
- Vehicle Intelligence
- Accessing, navigating, troubleshooting, and working with TM ViewPoint reporting
- EAM TransitMaster integration to Telematics, Asset Availability and Odometer

The Training Agenda will include session descriptions inclusive of suggested TM mobile, Trapeze TM integrations, and ViewPoint training topics and durations. User manuals, documentation, webinars and/or training materials will be listed where applicable. Depending on FAX staff responsibilities, target audiences may overlap.

System Design

During the Planning phase, Vontas will work with FAX to further develop key TM operational and system functionality. With the System Design activities, the following benefits will be gained:

- Better understanding of the design intent
- Early feedback on in-vehicle solution design with operational usage including integration to FAX’s new XR90 mobile routers, APC integration, Vehicle Intelligence and EAM TM integration

- Early identification of required operational configuration reduces project risk, saving time and cost
- Solution validation by users before hardware procurement

Vontas will provide hands-on access for FAX users to interact with the Software and give early feedback on standard configurations in system functionality. This includes performing an operational review to demonstrate the system integration capabilities between TransitMaster and FAX's existing Software solutions.

During the System Design activities, Vontas will work to complete a Preliminary Design Document (PDD) which will also include the following information:

- An overview of the equipment, system, and configuration of the implementation including the Turn-by-Turn navigation, XR90 mobile router, TM APC integration and Multimode data communications
- TM integration with Vehicle Intelligence, EAM and ViewPoint
- Standard technical documentation for equipment and all Software components
- As-built documentation describing system configurations, both in-vehicle and central network system

The development of the Dilax APC connection will ensure all passenger count data is transferred from the Dilax system to the TransitMaster IVLU via J1708. This TM mobile APC connection will supply real-time ridership and report power loss or disconnection from the IVLU. The counts are identified by door and all data is passed to TransitMaster.

Document Review

FAX will have five (5) business days to complete a review of the planning phase documents, after which the Vontas project manager will coordinate a meeting with the FAX project team to review any comments. Following this meeting, Vontas will revise the documents as necessary to address comments and feedback and will provide a finalized version of the documents, as well as a finalized project schedule. The project schedule is contingent on assumed document review periods, however stated review periods are not mandatory. Based on the document or deliverable in question, Vontas will work with FAX to ensure that proper time is allowed for the review of all items.

Procurement

Vontas will be responsible for procuring the in-vehicle Hardware for the one hundred seventy-six (176) planned retrofit vehicles. Following the on-site surveys, Vontas will provide FAX with a finalized Bill of Materials ("BOM") for the retrofit components.

V8 Platform Preliminary Bill of Materials (Main Components):

QTY	Description
64	BASE - <u>FIXED ROUTE</u> V8 ASSEMBLY W/ TDMA, STANDARD BASE PLATE (NEW) FAX EXCLUDES MDT
39 + 9 SPARES	BASE - <u>FIXED ROUTE</u> V8 ASSEMBLY W/ TDMA, STANDARD BASE PLATE (NEW) FAX WITH MDT TOUCH, 10.1", RAM
13	BASE - <u>PARA TRANSIT</u> V8 ASSEMBLY W/ TDMA, STANDARD BASE PLATE (NEW) FAX EXCLUDES MDT
44	BASE - <u>PARATRANSIT</u> V8 ASSEMBLY W/ TDMA, STANDARD BASE PLATE (NEW) FAX WITH MDT TOUCH, 10.1", RAM
176 + 3 SPARES	BASE - <u>FIXED ROUTE AND PARA TRANSIT</u> ROUTER, SIERRAWIRELESS, XR90
16	BASE - UPGRADED AUDIO CARDS FOR EXISTING FAX V8 UNITS

Following FAX's approval of the finalized BOM, Vontas will initiate the equipment procurement process along with the release of the BOM for order placement. Procurement may take up to sixteen (16) weeks due to current supply chain conditions, with all equipment delivered to Vontas Cedar Rapids for staging. Vontas will work with FAX to accelerate the project timeline if procurement lead time is shorter than sixteen (16) weeks.

TM Software Implementation

Turn-by-Turn Navigation

Mobile Map Creation and Validation

FAX will be responsible for supplying map data to be used on vehicles for Fixed Route Turn-by-Turn functionality. This FAX service area map data is required, and it must be in use by the scheduling application – Trapeze FX.

The Software requires the map data to be sourced from FX using the spatial data export tool to ensure consistency between trace and underlying mobile map data. Vontas will support the assembly, configuration, and deployment of mobile map to FAX fixed route vehicles. During the pattern analysis and validation, Vontas may find issues with pattern traces and/or road data. It will be the responsibility of FAX to correct pattern trace and road data issues within FX to support the Turn-by-Turn functionality. The creation and conversion of that data for use by TransitMaster is the responsibility of Vontas.

Pattern Trace Analysis

Upon creation of the mobile map, Vontas will move forward with analyzing FAX's fixed route pattern trace data. For this effort Vontas will require database backups of TM Main, TM DailyLog and FX mmsdata. This involves a customer engineer reviewing FAX's pattern traces generated by the TM navigation engine and comparing them to the pattern traces from FAX's FX scheduling solution.

It is critical to the success of the project that FAX personnel support Vontas in a consultative and effective manner during all Turn-by-Turn data analysis activities.

Following the analysis, updates to pattern traces may be required in the FX scheduling software. Vontas will provide documentation regarding potentially affected patterns to the FAX scheduling and planning team so that changes can be made, as necessary.

Software Installation and Configuration

Following the completion of the Pattern Trace Analysis activities, Vontas will proceed to Software installation and configuration deployment. This involves updating units in the fleet with the latest mobile software version (if applicable), as well as receiving Turn-by-Turn mobile map data for FAX's service area. Vontas will enable EEPROM configurations for mobile navigation as the team readies for Pilot verification testing.

Vehicle Intelligence

Vontas customer engineer will support FAX in the Vehicle Intelligence (VI) web-based portal configuration connecting vehicles to the subscription-based data analytics solution. The Vontas remote support will include TM Software deployment, as well as provide TM BusOps incident configuration for maintenance alerts.

After the configuration and deployment of the Software, the Vontas customer engineer will remotely access and monitor the Vehicle Intelligence system for the duration of the project. This prolonged period of data collection is required to gain mass of vehicle incidents and will be used for on-site Vehicle Intelligence training as well as for the completion of the EAM integration efforts. A Trapeze EAM technical product specialist will provide remote configuration and validation of maintenance alerts.

Multimode Data Communication

Consultation Support

Vontas will provide network engineering support to help enable FAX's XR90 router connectivity for Multi-modal data messaging. This will include supporting FAX with IP routing adjustments to accommodate the new TM data messaging including AVL location. Once FAX's network rules have been evaluated, FAX will work in conjunction with Vontas to provide router configuration support. Vontas will also provide customer engineering support for the deployment of the TM Software mobile and fixed side configuration enabling the Multimode solution.

Vontas will work with FAX to build the TM Software configurations in FAX's test environment and begin installation testing activities. Software validation will be performed by a Vontas customer engineer. Following the configuration of the TM Software, the Vontas customer engineer will work with FAX to validate the TM Multimodal data messaging functionality.

Communication Validation

Following the TM Software implementation, Vontas technical resources will validate the TM Multi-mode functionality by configuring Pilot vehicles with the required TM Software system adjustments to mobile and network IP routing. The customer engineer will validate the utilization of Multi-mode communications by rendering the CDMA primary unavailable; that is, verifying that a 'no signal' status for the primary CDMA modem connection back to the carrier network results in effective secondary TDMA data communications messaging.

Validation will be conducted by Vontas and FAX and accomplished by reviewing real-time vehicle messaging statuses within the TM BusOps application. The data messaging updates of the test vehicles will also be validated using the TM MCC Viewer tool.

Trapeze Software Integration

ViewPoint Software Installation

Out-of-the-Box Implementation

Following FAX's review of the preliminary ViewPoint operational document, Vontas will coordinate a meeting with FAX's project team to review the comments. Following this meeting, Vontas will revise the preliminary Project Design Document to address FAX's comments and feedback and will provide an updated version of the Project Design Document for the out-of-the-box (OOTB) deployment. The final version of the Project Design Document will be completed once all configurations are agreed upon and addressed in the OOTB deployment.

FAX is expected to have the servers ready for the gateway installation with the specification listed within the Project Design Document. A Trapeze Technical Product Specialist ("TPS") will coordinate with the implementation team to support the installation and configuration of the gateway(s).

Software Installation and Configuration

Vontas will provide remote support for the installation of the Microsoft Data Gateway(s) in FAX's production environment(s), as well as configuration of the ViewPoint solution in the Trapeze Azure cloud environment. FAX will be required to complete all hardware installations (including all server configurations) in time for Software installation. To support FAX with the Software installation and configuration, FAX will provide remote access (VPN, etc.) to all necessary servers. If remote access is unavailable, virtual conferencing (i.e., Zoom, Microsoft Teams, etc.) will be used as an alternate method for connecting to the servers.

In addition, Vontas will create initial users and user groups in the test instance for the project team to gain access. Vontas will confirm that these initial users will have access to the areas necessary

to proceed with the Software setup activities. Workspaces for development/testing and production use will be agreed upon by the FAX and Vontas teams, documented in the Project Design Document, and created by the Vontas team for FAX users.

Installation testing will occur after the Software has been configured in Trapeze's cloud platform and the Microsoft Data Gateway(s) installed/validated in FAX's environment(s). This iterative process between Vontas and FAX will ensure the Software is functioning properly within the Azure cloud environment and is receiving data from the FAX's environment(s), and, if necessary, from third party software solutions.

During Installation Testing, the Trapeze TPS will validate the following:

- Applications are connected to the appropriate database(s)
- General Software functionality is working as designed

During the initial data load and preliminary findings activities, FAX will confirm access to the environment as the TPS performs data testing activities validating data integrity. The TPS will outline any data issues or inconsistencies identified during the initial data load and preliminary testing.

The Trapeze TPS will work to correct any identified critical issues related to the ViewPoint configuration and/or data loading as FAX addresses any connection or operational data issues within its applications.

Out-of-the-Box Deployment

During the deployment activities, Vontas will make the ViewPoint environment and OOTB content available to all designated power users. OOTB reports and dashboards will be implemented and configured at this time, and data validation and testing for OOTB content will be conducted. Once the validation and testing for OOTB content is complete, the Trapeze TPS will conduct a two (2) hour orientation of the OOTB Software functionality with FAX's project team. Further, power users will be trained on the tool. These orientation and training efforts will facilitate discussions to efficiently support potential needs for the Configuration activities.

Following the completion of the Installation Testing activities, the TPS will provide remote support for OOTB deployment throughout the duration of the project. FAX 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.

In an effort to ensure Viewpoint is meeting the needs of FAX in regards to the ITS reports needed, we are providing a bank of 80 hours in support of any potential custom development needs for the duration of this project.

Trapeze EAM Integration

Vontas will work with FAX to remotely install and configure the following three (3) EAM/TransitMaster integrations:

- Asset Availability
- Odometer
- Telematics

The EAM/TransitMaster Telematics Package must be completed prior to the start of Asset Availability and Odometer integration.

FAX will be required to complete all hardware installations (including all server configurations) in time for the test environment installation. To assist Trapeze and Vontas with the installation, FAX will provide remote access (VPN, etc.) to all necessary servers. If remote access is unavailable, Zoom or FAX's preferred secure connection will be used as an alternate method for connecting to the servers.

New Features and Functionality Training

Following new Software implementation and validation that the TM and Trapeze Software is working properly in FAX's test environment, Vontas will provide the following training services to support FAX's users with the new Software features and functionality available:

Course	Mode	Length of Session	Number of Sessions
Mobile Maintenance <ul style="list-style-type: none"> • Familiarize maintenance personnel with newly installed equipment 	On-Site	1 Day	2
TM System Admin I <ul style="list-style-type: none"> • Review of new system administrative functions for service and planning, system admins, and other power users. 	On-Site or Remote	4 hours	2
TM System Admin II <ul style="list-style-type: none"> • Advanced system administrator training covering IDS rule creation and administration. 	On-Site or Remote	1 Day	1
TM New Features and Functionality <ul style="list-style-type: none"> • Familiarize dispatchers and other users with the new features and functionality within the upgraded Bus Ops application 	On-Site	.5 Day	2
Turn by Turn <ul style="list-style-type: none"> • Train the Trainer: will be conducted to senior operators or designated operator trainers • Familiarize operators with the new Turn by Turn functionality and its changes to the mobile interface. 	On-Site	2 hours	2

Course	Mode	Length of Session	Number of Sessions
Vehicle Intelligence – User Training <ul style="list-style-type: none"> Intended for maintenance staff who will be active users of the Vehicle Intelligence software. Understand data flow and operation of the Vehicle Intelligence application 	On-Site	2 hours	2
Vehicle Intelligence – System Admin <ul style="list-style-type: none"> Intended for the system administrator(s) who will be upkeeping the Vehicle Intelligence system. Topics will include system configuration, adding/adjusting vehicles, creation of reports. 	On-Site	1 Day	1
Viewpoint Orientation <ul style="list-style-type: none"> Intended for users of the Viewpoint reporting application. Familiarize users with how to navigate and control dashboards and reports. 	Remote	2 hours	1

Mobile Maintenance

Vontas will provide an FST resource for up to two (2) one-day sessions for TM V8 and TMDT mobile maintenance training prior to the start of FAX's vehicle installations. TM mobile knowledge transfer training will include hands on training and troubleshooting techniques to assist FAX with installations and long-term V8 hardware maintenance needs. The following key TM mobile maintenance topics will be discussed at these training sessions:

- Mobile system settings accessed through maintenance setup and status screens for GPS, Odometer, Discretes and File Transfer Protocol, as required
- Mobile software EEPROM configuration and management
- V8 VLU operation and installation guidelines
- In-vehicle V8 and TMDT cables, antennas, and various connectors

In addition to receiving training on diagnostics and testing methods, as well as the tools used to maintain TM in-vehicle equipment and software, FAX will receive an agenda outlining the training schedule and content. The training content will be based on the topics outlined above.

TM System Overview and Administration

Vontas will provide up to two (2) half-day sessions to FAX system administrators and up to one (1) full day session for Advanced System Administrator training. These sessions will be conducted remotely and will focus on reviewing the features and functionality of the Multimode data communication system configuration and Turn-by-Turn data implementation.

When appropriate and mutually agreed to, online Webinars may be conducted in place of on-site training. All training and supporting training materials and system manuals will be provided. Vontas will work with FAX to schedule training around the transit agency operations to minimize the operational impact of the training.

Turn-by-Turn Navigation

Mobile Turn-by-Turn functionality training will be conducted using a “Train-the-Trainer” approach and will include a select few FAX staff, with FAX accepting responsibility to train all remaining operators.

The Pilot will demonstrate Fixed Route Turn-by-Turn functionality utilizing FAX’s complete TransitMaster system in a production environment. The test will confirm system operation by examining the required functions and features detailed in the Pilot activities.

Vehicle Intelligence

The Vontas customer engineer will provide on-site Vehicle Intelligence data analytics training for up to three (3) days. In order to facilitate successful on-site training, FAX will be responsible for ensuring appropriate personnel are present, browser access is available, and two (2) fixed route vehicles with installed V8 platform (for maintenance staff training only) are provided. FAX will plan for all required staff to participate in the respective training sessions related to their field.

Each session’s attendance is dependent on the content. All training will be completed within one (1) calendar week.

- The one (1) day System Administrator training session can be attended by up to three (3) employees. Training topics for System Administrator training include mobile Software and web-based portal configuration, as well as understanding Vehicle Intelligence incidents and managing incidents in TM BusOps.
- Maintenance Staff training will be comprised of two (2) sessions of two (2) hours each.

The intent of Vehicle Intelligence training is to provide solution knowledge for:

- Understanding data communication path from vehicle to web-based portal analytics
- Help trace maintenance problems back to the vehicle source using Trapeze Software applications

TM ViewPoint Integration

Vontas will conduct a two (2) hour remote orientation of the Out-of-the-Box TM ViewPoint Software functionality with FAX’s project team. Further, power users will be trained on the TM ViewPoint Software administration. These orientation and training efforts will facilitate discussions to efficiently support potential customizations necessary for the Development activities.

To ensure that all end users are familiar with the new TM ViewPoint Software, FAX will complete all end user training prior to the go-live date. It is recommended that FAX record all Vontas-led

remote training sessions so they can be leveraged when training FAX's end users. To assist with FAX's end user training, Vontas will provide remote consulting support.

Pilot

Pilot Installations

In parallel to Training, Vontas will proceed with Pilot Installations to demonstrate the viability of the new TM V8 platform in-vehicle solution in a controlled operational capacity prior to full-fleet rollout. Pilot Installations will include six (6) vehicles from FAX's fixed route and paratransit vehicle fleet, from the following:

QTY	Manufacturer	Vehicle Type Description
1	New Flyer	CNG LF 40'
1	Gillig	40'
1	Proterra	EV 40'
3	Ford	Cutaway (PT)

FAX will jointly work with Vontas to identify the six (6) Pilot vehicles. Pilot Installations shall take place no later than fifteen (15) days after notification that the Pilot may be installed on each bus type. During Pilot Installations, FAX will provide a dedicated representative to coordinate, and support install activities with Vontas, as well as sign off on the completion of Pilot installations.

Before each Pilot vehicle is commissioned and released back into production service, Vontas requires that a FAX delegate participate in the execution of Vehicle Acceptance Testing Procedures ("VATPs") to demonstrate the quality and full operation of all in-vehicle installed components, including TM APC integration functionality. Vontas will provide on-site field service resources to support the execution of the VATPs.

Pilot Performance

Vontas will conduct on-premises Pilot testing. Pilot activities will include Vontas demonstrating:

- Turn-by-Turn navigation,
- Vehicle intelligence and TM EAM integration
- Multi-mode data communications

Vontas will mutually agree on the Pilot plan and procedures during the Initiation phase of the project. Vontas will provide test cases with narrative functional steps for field assessment, pass and failure criteria, as well as customer acceptance and sign off. A sample agenda of activities for the Pilot is outlined in the table below:

Agenda	Activities
Day 1 Pilot Training	<p>FAX will provide dedicated vehicles and operators for the day to allow for Pilot Turn-by-Turn testing.</p> <p>Vontas recommends a FAX operator trainer participate in a ride-a-long during the Pilot testing to receive training on functions of Turn-by-Turn.</p> <p>The nature of Turn-by-Turn focuses training outside the classroom setting, with preference to in-vehicle instruction.</p>
Day 2 Pilot Testing	<p>Vontas will execute the agreed upon testing of the Turn-by-Turn functionality. FAX will provide a resource with the ability to sign-off on the testing.</p> <p>Two (2) routes will be agreed upon for use in this testing.</p>
Day 3 Pilot Testing	<p>Continue with Turn-by-Turn testing of features and functionality. Strong focus on trip transitions.</p> <p>Review Multimode data messaging using TM MCC Viewer tool. Validation of messaging statuses within TM Bus Ops.</p>
Day 4 Pilot Review	<p>Vontas will continue to focus on features and functionality. Full fleet rollout support strategy.</p> <p>Review Vehicle Intelligence incidents within TM BusOps</p>

Vontas will provide one (1) on-site customer engineer for up to four (4) days to assist with Pilot activities and training on the Turn-by-Turn solution.

Acceptance Testing

Acceptance Testing involves FAX utilizing the new TM and Trapeze Software in the test workspaces to ensure it responds accurately to user inputs and all out-of-the-box and customized features and functions work as specified.

Following the completion of the configuration workshops and all design and release sprints, FAX will begin Acceptance Testing. Vontas will provide remote support to begin Acceptance Testing activities with FAX Subject Matter Experts (“SMEs”).

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

Testing Defect Review Tracking and Resolution

Following Pilot, Acceptance Testing will commence. FAX will document and prioritize any defects encountered during the testing period (if any exist). Following the completion of a round of testing, FAX will supply Vontas with a complete list of all perceived defects, which Vontas 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

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

If no defects are identified during the Acceptance Testing activities, the upgraded Software will be deemed “production ready” and the new TM and Trapeze Software will be deployed in FAX’s production environment. If defects are identified, Vontas will evaluate and work to resolve them, after which FAX will be asked to validate their resolution by executing another round of Acceptance Testing. Once testing and training activities have been completed, the Production Upgrade activities will begin.

Fleet Production Migration

Production Vehicle Installation and Commissioning

Vontas estimates FAX's in-vehicle equipment installation rollout—inclusive of Vontas commissioning activities— will be completed within six (6) calendar weeks. This duration is contingent upon FAX providing Vontas up to five (5) fixed route and three (3) paratransit vehicles, in working order, per day. Installation and Commissioning times are expected to be Monday through Friday for an overnight period of twelve (12) hours per day.

Before each production vehicle is commissioned and released back into production service, Vontas requires that a FAX delegate participate in the execution of VATPs to demonstrate the quality and full operation of all in-vehicle installed components. Vontas will provide on-site field service resources to support the execution of the VATPs, with FAX approving and signing off on each successful VATP.

It is critical to the success of the project that FAX personnel support Vontas in a consultative and effective manner during all implementation activities.

Upon completion of the production upgrade activities, the project will enter the performance monitoring period.

TM Mobile Software Rollout

During the completion of the vehicle installations, the customer engineer will remotely update the mobile Software along with EEPROM BIN file configuration to enable Turn-by-Turn Navigation, Multimode data communication, and Vehicle Intelligence for the FAX full fixed fleet.

The Vehicle Intelligence mobile Software changes required to the mobile VehMon.xml, as well as necessary web-based portal configuration connecting vehicles to the subscription-based data analytics solution will also be completed.

The Vontas customer engineer will then remotely support the TM Software deployment, as well as provide TM BusOps incident configuration for maintenance alerts. TM IDS integration with Vehicle Intelligence requires TM versions 18 or higher.

Monitoring and Project Closure

Following the completion of the production upgrade activities, FAX will have thirty (30) calendar days in which to monitor and evaluate the performance of the newly upgraded TM system with ViewPoint and EAM integration. During the system monitoring period, Vontas will require FAX to facilitate remote access to the FAX TM application server.

The objective of this final project phase is to validate the performance of the new TM and Trapeze Software and to assess system stability in a production capacity. During this phase of the project, FAX and Vontas personnel will utilize the new TM and Trapeze features and functionality for a period of thirty (30) calendar days in the production environment and make note of system performance.

Critical issues, as defined in Testing Defect Review Tracking and Resolution, will require a re-start to the thirty (30) day monitoring period. Major issues will cause a “pause in time” of the review period, in which the total review day count will resume once the major issue has been corrected.

Should any minor defects be identified during the thirty (30) day monitoring period, as agreed to by FAX and Vontas, the issue(s) will be tracked and completed via Vontas’ existing Customer Care issue resolution process.

Vehicle Intelligence

During the Monitoring phase, the performance of the new Vehicle Intelligence solution will be validated and assessed for system stability in a production capacity. FAX will work jointly with Vontas in utilizing the Vehicle Intelligence solution and make note of system performance. During the monitoring period, Vontas will provide customer engineering support for up to three (3) days for data analytics assessment and review. The assessment will use vehicle-collected data focusing on:

- Unit Data Reports
- Vehicle Faults and Alerts reporting
- Scheduled Reports delivery
- Utilization of Analytic Reports

Project Closure

Once the availability test period has concluded, the new Software solution will be deemed accepted unless written notice is provided by FAX. At this time, on-going support will be transitioned to and supported through Vontas’ long-term maintenance support program, the project will be considered complete, and project closure will be processed.

Responsibilities and Deliverables

Activity	Vontas Responsibilities	FAX Responsibilities	Deliverables
Project Kick-Off	<ul style="list-style-type: none"> • Lead project kick-off meeting • Work with FAX in the development of the project schedule 	<ul style="list-style-type: none"> • Assist in developing the project schedule • Participate in the kick-off meeting and discussion 	<ul style="list-style-type: none"> • Kick-off meeting • Updated project schedule mutually accepted by Vontas and FAX

Activity	Vontas Responsibilities	FAX Responsibilities	Deliverables
Planning and Design	<ul style="list-style-type: none"> • Remote network review • Vehicle surveys with J1939 data messaging recordings • Network assessment • Acceptance Test Plan with use cases • Training Agenda • System Design • Lead TM ViewPoint Operational Review • Lead project documentation efforts 	<ul style="list-style-type: none"> • Assist in the feedback, input, and review of the project documents • Support vehicle surveys and network review • Participate in remote planning meetings • Participate and support System Design development • Review and approve project planning documentation 	<ul style="list-style-type: none"> • Vehicle Drawings • Finalized Bill of Material • Network Assessment and Design Document • TM Viewpoint Operational Review Document • Training Plan • Acceptance Test Plan • Preliminary Project Design Document
Procurement	<ul style="list-style-type: none"> • BOM for mutually identified number and types of vehicle equipment installations • Procure and receive equipment, kit and ship to FAX facility • Provide secured storage facility location (for up to four months) for in-vehicle equipment and installation materials 	<ul style="list-style-type: none"> • Review and approve the BOM 	<ul style="list-style-type: none"> • In-vehicle retrofit equipment
TM Software Implementation	<ul style="list-style-type: none"> • Lead Turn-by-Turn setup activities • Lead Vehicle Intelligence web-based portal configuration • Support the creation of vehicle maintenance incidents based on Vehicle Intelligence and EAM • Lead XR90 mobile router configuration for Multimode data communications 	<ul style="list-style-type: none"> • Provide Vontas access to TM servers • Provide trip pattern data from Trapeze FX • Participate in pattern trace analysis • Participate in web-based portal setup for Vehicle Intelligence • Provide activated SIMs and carrier 	<ul style="list-style-type: none"> • Completed Software Installation and FAX acceptance • Completed Turn-by-Turn data management and FAX acceptance • Configured XR90 mobile router for Multimode data messaging

Activity	Vontas Responsibilities	FAX Responsibilities	Deliverables
		VPN for mobile routers	
Trapeze Software Integration	<ul style="list-style-type: none"> • Provide remote support for installing Microsoft Data Gateway in on premises environment, as well as configuring ViewPoint in Azure cloud environment • Perform Installation Testing • Perform Access and Data Validation • Provide power user orientation and training • Configure and test EAM integration 	<ul style="list-style-type: none"> • Complete data gateway provisioning and software setup before ViewPoint Software installation • Provide access to FAX TM environments, as required • Provide user and group access policies • Manage data gateway servers, Windows environments and security • Confirm access to the environment and perform/support data validation activities • Participate in ViewPoint power user and orientation training • Participate in testing of EAM integration 	<ul style="list-style-type: none"> • OOTB ViewPoint Software configured in the Azure cloud environment and connected to FAX's database and accepted by FAX • Final business rule configurations signed off by FAX • EAM Integration complete, ready for pilot testing and acceptance.

Activity	Vontas Responsibilities	FAX Responsibilities	Deliverables
New Features and Functionality Training	<ul style="list-style-type: none"> • Develop and provide training documentation for all new functionality • Deliver pre-production training for mobile maintenance • System Administration training for Turn-by-Turn and Vehicle Intelligence • Conduct ViewPoint power user and train-the-trainer training 	<ul style="list-style-type: none"> • Participate in training • Provide an authorized sign-off for training • Allocate resource time for trainees to attend training 	<ul style="list-style-type: none"> • Completed Training sessions
Pilot	<ul style="list-style-type: none"> • Lead Pilot Acceptance Testing activities • Support User Acceptance Testing activities • Install Pilot vehicles • Perform Pilot VATPs • Deploy Multimode TM mobile Software to Pilot vehicles • Review TM data messaging status using TM BusOps and TM MCC Viewer tool • Vehicle Intelligence data analytics assessment • Generate project “punch list” items document 	<ul style="list-style-type: none"> • Participate in Pilot Installations • Sign off on Pilot VATPs • Participate in Turn-by-Turn activities • Provide vehicles for Turn-by-Turn activities • Access to TM application server and TM BusOps application for reviewing messaging status • Participate in Multimode validation and Vehicle Intelligence data analytics assessment • Provide an authorized sign-off for the Pilot 	<ul style="list-style-type: none"> • Pilot In-vehicle installations completed and signed off by FAX • Approved Pilot VATPs • Completed Pilot Acceptance Testing with results accepted by FAX • Multimode data communication validation and acceptance • Vehicle Intelligence Data analytics assessment

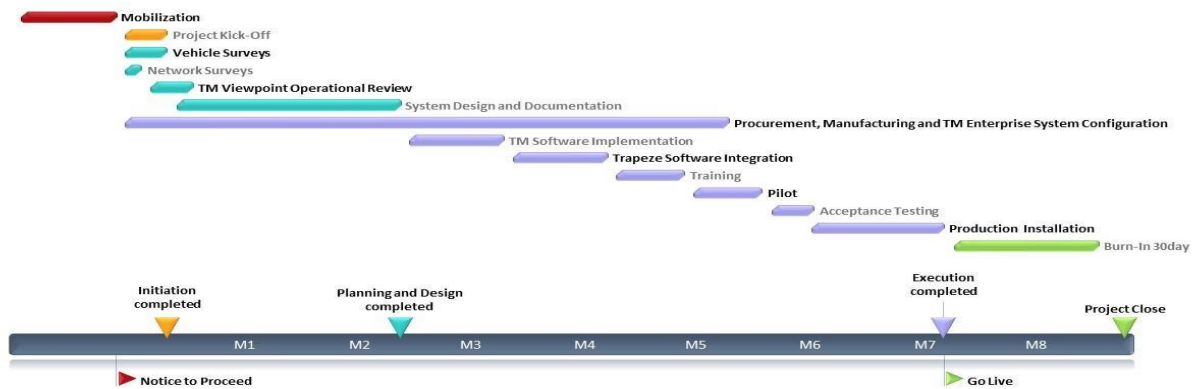
Activity	Vontas Responsibilities	FAX Responsibilities	Deliverables
Acceptance Testing	<ul style="list-style-type: none"> • Support FAX during Acceptance Testing • Monitor and update “punch list” 	<ul style="list-style-type: none"> • Performance Acceptance Testing • Complete prioritization of defect(s) • Re-test defect resolutions • Escalate defects to the appropriate Vontas and Trapeze resource 	<ul style="list-style-type: none"> • Prioritized defects log • Software releases, as necessary • Sign-off from FAX that acceptance testing has passed
Fleet Production Migration	<ul style="list-style-type: none"> • Lead Production in-vehicle installations and commissioning • Roll out TM mobile Software and EEPROM configuration for Turn-by-Turn, Multimode data communications and Vehicle Intelligence 	<ul style="list-style-type: none"> • Support production upgrade • Participate and signoff Production VATPs 	<ul style="list-style-type: none"> • TM Software deployed fleetwide • In-vehicle equipment installed and commissioned with all signed-off VATPs by FAX • Turn-by-Turn and Multimode data communications functionality delivered and accepted by FAX
Monitoring & Project Closure	<ul style="list-style-type: none"> • Support FAX during thirty (30) calendar day monitoring period • Provide defect tracking assistance and associated tracking tool to manage process • Support and provide resolution efforts, if applicable • Vehicle Intelligence performance evaluation • Monitor and update of “punch list” 	<ul style="list-style-type: none"> • Actively monitor and review TM Software performance • Provide Vontas with final acceptance of services and deliverables 	<ul style="list-style-type: none"> • Defect log tracking • Final Project acceptance by FAX • Mutual agreement on resolution of any final “punch list” items outstanding at time of Final Project Acceptance

Project Duration

This implementation for the V8 platform and TM Software is expected to be completed within nine (9) months from the completion of the project kick-off meeting. Following contract execution, a mobilization period of up to thirty (30) days may be required to kick off the project and align all resources. Vontas will work to minimize this mobilization period through proactive planning with FAX.

If the length of the project exceeds nine (9) months from the project kick-off meeting due to the addition of scope items and activities not initially agreed upon a change order may be required to fund the extension.

Proposed Project Timeline



Project Management Services

Vontas will provide remote and on-site project management support for the entire duration of the project. The Vontas 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 FAX for the duration of the project. Vontas will also require FAX 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. Vontas expects the project managers will meet on a weekly basis.

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

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

Resource Allocation

FAX'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	20% of their time for the full duration of the project	<ul style="list-style-type: none"> • Primary FAX point of contact for the project • Support communication, including project kick-off, regular project status calls, and phase reviews • Coordinate FAX resources support for delivery of services as identified in the statement of work • Coordinate the review and approval of documentation
System Administrator and Subject Matter Experts ("SMEs")	70% of their time for the full duration of the project	<ul style="list-style-type: none"> • FAX Technical Install support lead and frequent point of contact • Assist with network assessment • Assist with vehicle surveys and J1939 messaging recording • Participate in TM ViewPoint Operational Review • Participate in Turn-by-Turn data preparation activities • Participate in in-vehicle maintenance training for mobile install and configuration • Participate in all new features and functionality training sessions • Participate in and support Pilot and Acceptance Testing activities • Provide ongoing support to the project as needed throughout implementation and project closure

Resource	Resource Allocation	Responsibilities
Trainer and Subject Matter Experts (“SMEs”)	30% of their time during the training activities	<ul style="list-style-type: none"> Principal FAX resources participating in training activities Primary FAX contact to receive and instruct FAX staff with new TM and Trapeze Software features and functionality training

Authorized Options

Vontas delivered four options to FAX for consideration as part of the pricing proposal. Vontas will proceed with the INFO-IVR and Device Management options as part of the Notice To Proceed for the TransitMaster upgrade base project. VOIP will remain a separate option for later consideration per the terms below and, if elected, shall be authorized under separate NTP and scope of work.

INFO-IVR and PASS-IVR

See Attachment A of Exhibit G for additional details regarding the scope and implementation of this optional solution.

Device Management

To support the implementation of Device Management, Vontas will provide the following scope of services—which will be incorporated into the base project plan and activities as defined further during the project planning activities:

Design Review

Vontas will define the Mobile Device Management (“MDM”) features and functionality with respect to FAX’s existing operational TM CAD/AVL Software and capture that information in a draft design document. Vontas will provide customer engineering services to remotely support conference calls with FAX’s technical team and to review the preliminary overview of the MDM design.

Prior to the production implementation, the Vontas customer engineer will finalize the MDM design document, which will define the TM MDM environment, required Software configurations, and network infrastructure needs to support the MDM solution.

MDM Network Environment

A Vontas network engineering resource will work remotely with FAX’s system administrator to review the existing mobile network environment and make any required modifications to the

mobile router AirLink Connection Manager (“ACM”). A conference call review meeting will be held to discuss ACM, Sierra Wireless XR90 configurations, as well as FAX’s support in providing an active SIM card for Vontas Systems Integration Testing.

The conference call will also review the communication connectivity requirements for the Vontas hosted Device Management Server. The review will specifically address FAX firewall and IP routing configuration updates that will be necessary for successful MDM data transfer.

Following the network review meeting, Vontas will provide FAX with MDM network specifications document for approval, which will be included within the MDM design document.

Production Setup

Once the MDM network environment design is approved, Vontas project and network engineering will set up FAX’s MDM environment. The MDM environment setup will include the following activities:

- Sierra Wireless XR90 mobile router Software configuration
- Vontas Microsoft Azure Portal creation
 - o Backend – Web application -Device Management Version 1.1.0
- Portal data loading and user access
- TM mobile Software upgrade and configuration
 - o Mobile V8 side - TMMOB -196.3.1 additional software package
 - o Mobile tools 1.2.0
 - o OS update 15

Vontas will provide remote customer engineering support for deploying, configuring and validating the TM MDM solution. This will include supporting the TM mobile Software version upgrade, router configurations, and go-live activities for the Web-based MDM application. Vontas will require access to FAX’s TM application and FTP servers to deploy and configure the mobile Software files and download the new configurations to the FAX vehicles via FTP WLAN.

Before the start of the production rollout, the customer engineer will provide a brief training session up to two (2) hours reviewing the required MDM Software configuration, as well as an overview of the portal environment, including user access.

Optional Solutions for Consideration:

Voice over Internet Protocol (VoIP)

The VoIP option is priced based on a consolidated project schedule. Savings have been recognized to complete the option during the TransitMaster upgrade base project. FAX may elect to exercise the option up to 60 days past the base project Notice to Proceed. Pricing for the option executed after NTP + 60 days will require a review at the point the option is being introduced into the project schedule and this may require an increase in price.

If this option is executed, Vontas will provide additional details to define the specific scope of services that will be provided as part of this optional solution implementation.

INFO-IVR and PASS-IVR (Spanish Translations)

The IVR products can be implemented with Spanish translations in addition to English options for call workflows.

If this option is executed, Vontas will provide additional details to define the specific scope of services that will be provided as part of this optional solution implementation and in conjunction with the existing IVR implementation scope as outed in Attachment A of Exhibit G.

Project Assumptions

1. 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.
2. The delivery of on-site services is conditional on the guidance of the latest travel and health advisories issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at FAX.
3. Vontas will coordinate with FAX to ensure the accessibility to the dispatch center and all server rooms, towers, garages and associated facilities, as is necessary during production upgrade activities.
4. Vontas will have the authority over the installation of all software. All communications regarding the upgrade, approval of work and workmanship should flow through Vontas representatives.
5. FAX will have all the necessary and appropriate personnel at all the meetings for the purpose of participating in the deployment activities of the TM and Trapeze Software implementations.
6. FAX will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for Vontas.
7. No specific server upgrades are expected during the course of this upgrade. However, Windows Server and SQL server upgrades (security patches) are the responsibility of FAX, and not included in the scope of this statement of work.
8. All FAX vehicles will be provided to Vontas in proper working order before in-vehicle V8 platform retrofit activities, this includes operational voice radios and XR90 mobile routers.
9. Vontas to provide secured, on-site storage for in-vehicle equipment during installation activities.
10. Any Transit Master ViewPoint integration with third party data sources or systems will be considered "customization" and will not be part of the out-of-box implementation for FAX. The out-of-box solution is all standard reports associated with TransitMaster (Adherence, OTP, GTFS-RT, Service Disruption, etc.). Additional data sources would include Trapeze FX, OPS, PASS, INFO, and EAM solutions.
11. Any specific reports or KPIs not included in the standard out-of-box TM ViewPoint Software, or not achievable within the budgeted custom development allotment (10 days), will be the responsibility of FAX. Any additional reports or KPIs required but not included in the standard offering, or not achievable within the budgeted custom development allotment, will need to be addressed through a change order with Trapeze.

12. Certain components of the ViewPoint solution may be dependent upon Microsoft for modification, and therefore may fall outside the scope of this agreement.
13. Vontas typically requires up to sixteen (16) weeks of lead time for equipment procurement for this project; however, this lead time is subject to change based on current global supply chain constraints. Vontas will work directly with FAX to expedite all equipment purchases where possible.
14. FAX to provide activated SIM card with cellular carrier plan for all one hundred seventy-six (176) XR90 mobile routers.
15. FAX will provide Sierra Wireless Link Management Service (“ALMS”) following one (1) year maintenance included in base costs.

Change Provisions for Scope of Work

Vontas manages change through the following process: Should either party require a change in the timeline or scope of the effort(s) involved, the party requesting the change will submit a written request documenting the change to the other party. The following information should be present in the change request:

- Specific change(s) requested
- Reason for the change
- Any changes in schedule, scope or deliverables

For approval of the change, an authorized representative from both parties will submit written approval on the change management form(s). Once the change is approved, the project scope will be adjusted to reflect the agreed-upon changes.

Questions Answered as of March 14, 2022:

For answers to questions that are for clarifying purposes but do not require a modification to the SOW please include a listing of questions asked and responses from Vontas below:

Page 10 Question: Not only for this item, in general, can Vontas please provide a punch list of what FAX’s IT will need to have ready for Vontas’ installation and configuration.

A: The requirements for this will be defined and solidified between Vontas and FAX during the network assessment.

Page 14 Question: What testing will occur in a test environment prior to pilot. Preference is to test all system functionality in an isolated environment before rolling to production – i.e. should not be testing in prod for first round of testing?

A: Turn by Turn functionality is vehicle and data dependent. It can be demonstrated in a test environment using simulation but cannot be tested for sign off in a test environment.

Page 14 Question: Include all integrations with VP that are included as part of the project scope

A: As part of this proposal, the base out-of-box solution is for the TransitMaster specific data, APC, OTP, and various real-time events and datapoints from that system. 3rd party or other systems would be FX, OPS, PASS, IVR, EAM, the FAX faring databases.

Page 24/25 Question: Resources listed to not match all resources identified in Personnel section. Is this an oversight or are some of these resources considered SMEs? Expected time on-site for each member?

A: This is FAX personnel, not Vontas/Trapeze personnel, and so does not match the list in the personnel section. This is simply to provide understanding of potential time expectations through course of project for members of FAX staff during the upgrade activities.

Page 26 Question: In the upgrade quote breakdown, tabs 2 & 2a have different pricing for their cable/harness kits VE/VI to V8 compared to IVLU to V8. Why the difference?

A: The cables are two different conversions, which have different connector sets, which drive a difference in cost.

Page 28 Question: FAX would strongly consider being a pilot case study for VoIP implementation under the following two circumstances:

1. VoIP is included in the scope of the upgrade but is de-coupled from the main project schedule/milestones and managed on a separate path as the product is not currently deployed in NA we want to mitigate any risk associated with VoIP causing project delays on activities, approvals, and milestones/phones.
2. Services and expenses associated with the deployment are eliminated or negligible. FAX is willing to be a partner in helping Vontas deploy VoIP under more favorable circumstances.

A: In an effort to show our lowest cost involved in this implementation and Vontas taking on all of our internal costs this would be the best offer we could do on price (see updated chart on page 27).

Page 31 Question: What are ALMS maintenance costs after year 1? Important for budgeting reasons but this answer should not hold-up finalization of the document.

A: 90 dollars per unit, per year for standard HW and SW coverage of Sierra Wireless solutions and ALMS.

ATTACHMENT A TO EXHIBIT G

INFO-IVR AND PASS-IVR STATEMENT OF WORK

Introduction

The purpose of this document is to provide Fresno Area Express (“FAX”) with a quote and scope of work for the implementation of the following Trapeze Software products:

- INFO-IVR - inbound solution, GVP9 installation and INFO-MON services for Realtime interfacing with TransitMaster
 - Schedule Lookup
 - Realtime
 - OPTIONAL – Spanish Translations
- PASS-IVR
 - Trip Confirmation
 - Trip Cancellation
 - Trip Booking
 - Callback Notifications
 - Imminent Arrivals
 - Previous Day Reminders
 - OPTIONAL – Spanish Translations

This document outlines the implementation services to be provided by Trapeze, as well as the support required from FAX staff and resources.

Trapeze Professional Services

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 INFO-IVR and PASS-IVR solutions as defined in this statement of work.
- **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(s):** The primary resource(s) responsible for completing all user interface design and call flows to meet FAX’s business needs.

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. Development
 - a. OPTIONAL – Spanish Translations
4. Internal Acceptance Testing
5. Software Installation and Configuration
6. Installation Testing
7. Training
8. Acceptance Testing
9. Deployment and Closure

Project Implementation Approach

Project Kick-Off

Following contract execution, Trapeze and FAX 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 FAX are expected to attend the kick-off meeting.

Project Design

The Project Design meetings will be held remotely over the course of up to one (1) day for INFO-IVR and up to one (1) day for PASS-IVR. In preparation for these discussions, FAX 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:

- IVR call flow design and static text changes for both INFO-IVR and PASS-IVR
- Hardware recommendations
- Project timelines
- Testing, training, and deployment strategies

The preliminary Project Design Document (PDD) outlining deliverables, goals and objectives, configurations, and expected project timelines for the implementation of INFO-IVR and PASS-IVR will be prepared by Trapeze and shared with FAX 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 PDD, Trapeze will share the documents with FAX to review and provide comments. FAX will have five (5) business days to complete the review of the preliminary PDD for INFO-IVR and PASS-IVR, after which the Trapeze project manager will coordinate a meeting with FAX's project team to review the comments and make all necessary revisions. Once all revisions to the preliminary PDD are completed, the document will be considered finalized.

In the event the preliminary PDD is not finalized during the meeting, Trapeze will make the necessary revisions and provide a "final" document to FAX.

Development

The Trapeze generic INFO-IVR and PASS-IVR call flows will be used as the basis for this implementation. Our budget includes up to two (2) revisions to the generic INFO-IVR and PASS-IVR call flows. The first revision will be based on the changes as documented and approved in the final PDD. The second round of revisions will be completed following Acceptance Testing, if necessary.

The following changes will be permitted as part of the design process:

INFO-IVR

- Verbiage changes and static text
- General IVR menu changes including removing standard options, renaming options, adding static text menus, etc.
- OPTIONAL – Spanish Translations

PASS-IVR

- Verbiage changes for menu selection
- Verbiage changes for each callout notification
 - Imminent Arrivals
 - Previous Day Reminders
- General IVR menu changes including removing standard options, renaming options, adding static text to menus
- OPTIONAL – Spanish Translations

OPTIONAL note: FAX is responsible for providing all Spanish translations during this phase. Trapeze's development team will update the call flow / TTS to reflect the Spanish translations provided.

Internal Acceptance Testing

Internal Acceptance Testing (IAT) is completed remotely by Trapeze before any Software is installed in FAX'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 FAX's specific database. Trapeze will also complete IAT for all Software customizations, if any are identified and added to the scope through the change order process. This allows Trapeze to proactively determine any potential data-related issues and ensure that all standard setup and configuration tasks can be performed for FAX, as well as validate that all branded Software is functioning as expected.

Software Installation and Configuration

Following the completion of the IAT, Trapeze will work with FAX to remotely install and configure the INFO-IVR and PASS-IVR Software in FAX's test environment. This will reflect any additional

design decisions that were made during project design, such as call-flow updates and any other in-scope software development and out-of-the-box software configuration changes.

Trapeze will install a single instance of GVP9 and configure the INFO-IVR and PASS-IVR service shell to connect to GVP9.

FAX will be required to complete all hardware installations (including all server configurations) in time for the test environment installation. To assist Trapeze with the installation, FAX will provide remote access (VPN, etc.) to all necessary servers. If remote access is unavailable, Zoom or FAX's preferred secured connection will be used as an alternate method for connecting to the servers.

Windows Server 2016

Trapeze requires the GVP9 software to run on a Windows 2016 server operating system however recent guidance from Genesys is that Windows Server 2019 is also supported. All other servers in FAX's organization may run on Windows 2012 or above. FAX will be required to contact their re-seller for Windows Operating System Licensing.

SIP Gateway

Trapeze will be attempting a direct SIP interconnection between FAX's PBX and the GVP server on a best-effort basis. Should the interconnection not be possible within a reasonable time frame; estimated as one (1) workday, Trapeze will re-use and reconfigure the existing FAX SIP gateways.

GVP9 Server Backup

Due to the complexity of the GVP9 platform installation, as well as level of effort associated with rebuilding the server, it is essential for FAX to perform a complete disk-image backup of each server environment prior to deployment. Trapeze can assist in preparing the backup copy, if necessary.

IVR Reports

Trapeze logs all user interaction with the IVR (such as menu selection, routes/stops used, etc.). The data is available to be reported on by either in-house reporting mechanisms or via standard reports. The included Trapeze standard reports can be found in the list below. If additional reports are required, FAX can create their own SQL reports using the SQL query tool in the reporting module or use any other third-party reporting tools. If FAX requires Trapeze to create any custom reports, these would be considered out-of-scope and would require a work order for additional services.

- Number of inbound calls
- Number of calls answered
- Call duration – Lowest, Highest, Average
- Number of calls by time of day
- Menu Choice selection

- Requests to speak to a CSR
- Genesys Call Dashboard
- Genesys Historical Call Browser
- Genesys IVR Profile Call Arrivals
- Genesys Tenant Call Arrivals

Additional Requirements

FAX will be responsible for any phone system configurations required to support the INFO-IVR and PASS-IVR Software application. This will include setting up the appropriate lead phone numbers, hunt groups, fail over redirection, segmentation of lines, etc.

The number of phone lines, and implicitly the number of simultaneous callers supported through the IVR systems will be limited by hardware and gateway licenses. Expansion of the IVR systems will be considered out of scope and will require an additional work order.

Installation Testing

Installation Testing will occur after the Software has been installed in FAX's test environment. This testing is designed to ensure the Software is functioning properly within FAX's test environment, as well as with third party software, as necessary, to prepare for design discussions.

During Installation Testing, FAX will grant Trapeze access to their servers so that Trapeze can perform testing of key Software functionality and validate the Software is functioning properly in FAX'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 for INFO-IVR and PASS-IVR
- All configurations and settings are functioning as agreed upon in the Project Design Documents

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

Training

Training Requirements

In order to facilitate remote training, FAX can set up a dedicated classroom environment and must ensure that a networked computer is available for each trainee, with access to the FAX testing environment

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

Training Delivery

Trapeze Software training is based on standard training agendas, and sessions vary in length based on topic. FAX 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.

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).

User training will include topics related to the functionality of the Software relevant to the tasks performed by FAX's internal users of the Software.

The following table outlines the proposed training for this implementation:

Module	Training Topic	Duration (Days)	On-site /Remote
INFO-IVR	System Administrator Training (inclusive of GVP9)	0.25	Remote
	User Training (FAX Internal)	0.25	Remote
PASS-IVR	System Administrator Training	0.50	Remote
	User Training (FAX Internal users)	0.25	Remote

Acceptance Testing

Acceptance Testing involves FAX utilizing the 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.

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

Testing Defect Review Tracking and Resolution

During both phases of Acceptance Testing, FAX will document and prioritize any defects encountered throughout the testing period (if any exist). Following the completion of a round of testing, FAX 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

FAX 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. FAX 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 FAX will be asked to execute another round of Acceptance Testing.

Once FAX confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete, and the Software deemed ready for production use. FAX 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.

Deployment and Closure

During the deployment activities, Trapeze will migrate the Software from FAX's test environment to FAX's production environment so that the Software can be used to support live operations. It is expected that the INFO-IVR and PASS-IVR solutions are deployed in parallel.

Deployment Support

Trapeze will provide remote go-live support for the launch of INFO-IVR and PASS-IVR Software for up to one (1) week from installing the Software into FAX's production environment. FAX can leverage these services during standard business hours to address any non-critical questions or support needs that may arise from using the Software to support live operations.

Closure

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

Responsibilities and Deliverables

Activity	Trapeze Responsibilities	FAX Responsibilities	Deliverables
Project Kick-Off	<ul style="list-style-type: none"> Lead project kick-off meeting Develop and maintain project schedule 	<ul style="list-style-type: none"> Provide input for FAX -led activities Provide database backup Procure and install all necessary hardware Ensure all appropriate staff attend the kick-off meeting Assist with developing and maintaining the project schedule 	<ul style="list-style-type: none"> Kick-off meeting Preliminary project schedule
Project Design	<ul style="list-style-type: none"> Conduct Project Design meetings 	<ul style="list-style-type: none"> Participate in Project Design meetings Provide documentation as requested Review Project Design Documents and provide comments/feedback Sign off on finalized Project Design Documents 	<ul style="list-style-type: none"> Finalized project schedule Finalized Project Design Documents

Activity	Trapeze Responsibilities	FAX Responsibilities	Deliverables
Software Development	<ul style="list-style-type: none"> Completed in-scope development 	<ul style="list-style-type: none"> Consult as required 	<ul style="list-style-type: none"> Completed development
Internal Acceptance Testing	<ul style="list-style-type: none"> Perform Internal Acceptance Testing 	<ul style="list-style-type: none"> Consult as required 	
Software Installation and Configuration	<ul style="list-style-type: none"> Install the INFO_IVR and PASS-IVR Software into FAX's test environment 	<ul style="list-style-type: none"> Provide access to the test environments Perform a complete disk-image backup of each server environment Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security Install Trapeze pre-requisite Software (e.g., ODBC connections, Internet Information Services (IIS), database servers, etc.) 	<ul style="list-style-type: none"> Installed INFO-IVR and PASS-IVR Software into FAX's test environment
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 the test environments 	

Activity	Trapeze Responsibilities	FAX Responsibilities	Deliverables
Training	<ul style="list-style-type: none"> Review training topics with FAX Conduct training session(s) Provide standard training materials in electronic format 	<ul style="list-style-type: none"> Provide training facilities with network connectivity and individual workstations for each participant per class Attend training session(s) Reproduce training materials and provide printed copies for all class participants and instructor 	<ul style="list-style-type: none"> Training agenda Completed training session(s) Available user manuals
Acceptance Testing	<ul style="list-style-type: none"> Support FAX during Acceptance Testing Resolve defects 	<ul style="list-style-type: none"> Perform Acceptance Testing Complete prioritization of defect(s) Re-test defect resolutions Escalate defects to the appropriate Trapeze resource 	<ul style="list-style-type: none"> Prioritized defects log Software releases, as necessary
Deployment and Closure	<ul style="list-style-type: none"> Migrate the INFO-IVR and PASS-IVR Software into FAX's production environments Lead and support deployment activities, including scheduling, coordinating, and communicating progress related to deployment Finalize and close all contract deliverables 	<ul style="list-style-type: none"> Participate in cutover activities Provide frontline support for end user questions Escalate issues to Trapeze Update the production system to ensure all records are up to date Ensure data correctness Confirm connectivity, logins, etc. Confirm finalization and closure of all 	<ul style="list-style-type: none"> Trapeze INFO-IVR and PASS-IVR Software is operational and functional in FAX's production environments

Activity	Trapeze Responsibilities	FAX Responsibilities	Deliverables
		contract deliverables <ul style="list-style-type: none"> • Clear any outstanding project balance 	

Project Duration

This implementation is expected to be completed within six (6) months from the completion of the project kick-off meeting. It is expected that the INFO-IVR and PASS-IVR Software will be deployed in parallel.

Following contract execution, a mobilization period of up to sixty (60) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with FAX.

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

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 FAX for the duration of the project. Trapeze will also require FAX 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, FAX will be asked to sign off on the milestone and confirm agreement with project moving forward.

FAX'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 FAX • Coordinate conference calls and meetings, as required • Coordinate training preparation • Coordinate training session(s) • Coordinate completion of Acceptance Testing • Coordinate FAX activities • Work with the Trapeze project manager to identify risks, issues, and mitigations throughout the project • Coordinate Software deployment activities
Subject Matter Experts/End Users (Internal)/Testers	20% of their time for the full duration of the project 50% of their time during Testing 100% during User Training	<ul style="list-style-type: none"> • Participate in the completion of the Project Design activities, as well as FAX activities • Participate in the review of all documentation • Participate in all training session(s) • Assist with Software deployment activities • Execute Acceptance Testing • Record and report any Software defects
System Administrators / IT	25% of their time during Software Installation, Testing, and Deployment 100% during System Administrator Training	<ul style="list-style-type: none"> • Assist with troubleshooting network or technical issues • Provide access to servers as necessary throughout the project • Participate in System Administrator training • Maintain system security controls & permissions, user accounts, etc. • Assist with Software deployment activities

Project Budget

The project budget described in [Exhibit A](#) includes all licenses and services required for this implementation as outlined in this Statement of Work.

Payment Milestones

The payment milestones described in [Exhibit A](#) shall be followed throughout the implementation of the work described herein.

Project Assumptions

General Pricing Assumptions

1. This implementation is a fixed-fee engagement.

2. Pricing does not include any applicable taxes or expenses associated with FAX and any of its resources assigned to the project.
3. All software as outlined in this statement of work will be implemented in parallel.
 - a. If software is removed, individual pricing may change due to loss of project efficiency
 - b. Additional services and costs associated with non-parallel implementations are subject to a Trapeze change order.
4. The standard “out-of-the-box” Software will be implemented and will provide functionality as described in the most current Software literature of the version being implemented.
5. All Software will take advantage of the existing Trapeze infrastructure, data sources and software unless otherwise stated.
6. FAX is responsible for the purchase and installation of any required server and workstation hardware and software (servers shall be preconfigured to Trapeze’s specifications).
7. Any services or requests that are outside the scope of this implementation 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 FAX.
9. Trapeze will provide standard documentation and test scripts to FAX in support of the various activities outlined in this statement of work.
10. A FAX system administrator will be readily available for all configuration, installation, testing and deployment activities.
11. All services will be performed remotely.
12. TransitMaster will be used for Realtime interface (INFO-MON)
13. Pricing is valid until May 31st, 2022.

Project-Specific Assumptions

INFO-IVR

14. The following modules are included in this implementation:
 - a. Schedule Lookup
 - b. Realtime
15. Software Licenses are based on the following operational characteristics:
 - a. Up to 115 peak vehicles
 - b. Inbound Realtime Schedule Lookup
 - c. English only
 - d. Spanish is not included, but has been optionally priced
16. INFO-IVR markup development assumes up to two (2) revisions which includes Design Review changes.
17. This implementation includes up to four (4) additional IVR licenses (lines).
18. No custom reports will be provided as part of this implementation. Trapeze will provide the standard INFO-IVR and GVP9 reports.
19. If SIP Trunking cannot be used as expected, FAX will need use their existing SIP Gateways to interconnect the PBX to the GVP servers.
20. FAX is responsible for all telephony configurations required for the GVP9.
21. Optional Spanish INFO IVR Assumption:
 - a. FAX is responsible for providing all Spanish translations.

- i. Trapeze will provide FAX with the English text that will need to be translated.

PASS-IVR

- 22. The following modules are included in this implementation:
 - a. Trip Confirmation
 - b. Trip Cancellation
 - c. Callback Notifications
 - i. Imminent Arrivals
 - ii. Previous Day Reminders
 - d. Trip Booking
- 23. Software Licenses are based on the following operational characteristics:
 - a. Up to 1,018 trips per day.
 - b. English only
 - c. Spanish is not included, but has been optionally priced
- 24. PASS-IVR markup development assumes up to two (2) revisions which includes Design Review changes.
- 25. This implementation includes up to eight (8) IVR licenses (lines).
- 26. No custom reports will be provided as part of this implementation.
- 27. Trapeze will provide the standard PASS-IVR and GVP9 reports.
- 28. If SIP Trunking cannot be used as expected, FAX will need use their existing SIP Gateways to interconnect the PBX to the GVP servers.
- 29. FAX is responsible for all telephony configurations required for the GVP9
- 30. Optional Spanish PASS IVR Assumption:
 - a. FAX is responsible for providing all Spanish translations.
 - i. Trapeze will provide FAX with the English text that will need to be translated.

EXHIBIT H:

**BUY AMERICA CERTIFICATION
49 C.F.R. § 661.6, for the Procurement of Steel, Iron, or Manufactured Products**

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

DocuSigned by:
Brian Beattie
Date B25A5F15383E44E...
Signature 18 April 2022
Company Name Trapeze Software Group, Inc
Title Treasurer

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C.

5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as

amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date _____
Signature _____
Company Name _____
Title _____

EXHIBIT I:

DEBARMENT AND SUSPENSION CERTIFICATION

Contractor and all subcontractors shall meet debarment, suspension, ineligibility, and voluntary exclusion requirements pursuant to Executive Order 12549. A list of excluded parties may be found at the following website: <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Date 18 April 2022
DocuSigned by:
Signature Brian Beattie
B25A5F15383E44E...