Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
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Metro

February 18, 2016

via e-mail: resa.bourchier@trapezegroup.com

Ms. Resa Bourchier
Contracts Administrator
The Trapeze Group
5800 Explorer Drive, 5th Floor
Mississauga, Ontario L4W 5L4

Subject: Amendment No. 1 to Software License and Maintenance Agreement (Metro PO No. PS14454028)

Dear Ms. Bourchier:

Transmitted for your disposition and file retention, please find the fully executed subject amendment. Please note that LACMTA has prepared a consolidated contract Schedule of Quantities and Prices which forms an attachment to the amendment.

Secondly, this correspondence authorizes Trapeze Group to commence coordinating with Ms. Paula Carvajal, Program Manager, Shared Mobility and Implementation, for the implementation of Amendment No. 1 to the existing agreement.

Should you have any questions of a contractual nature please contact the undersigned directly at 213.922.7399, or via e-mail: sparkuhlw@metro.net.

Sincerely,

Ted Sparkuhl
Sr. Contracts Administrator
Vendor/Contract Management

Attachment: Amendment No. 1, Metro PO No. PS14454028
                  Attachment to Amendment No. 1

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
Amendment

THIS AMENDMENT is made effective this _16th_ day of _FEBRUARY_ 2016 between:

1. **Trapeze Software Group, Inc.** with a place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa, 52402, U.S.A. ("Trapeze"); and

2. **Los Angeles County Metropolitan Transportation Authority** with a place of business at One Gateway Plaza, Los Angeles, California 90012, U.S.A. ("Licensee").

WHEREAS Trapeze and Licensee intend to amend the Software License and Maintenance Agreement made effective July 1, 2014 (the "Agreement"), in order to add Trapeze RidePro Trip and RidePro Incentive Management Software and certain Services under the scope of the Agreement.

NOW THEREFORE Trapeze and Licensee agree as follows:

1. The Trapeze RidePro Trip and RidePro Incentive Management Software ("New Trapeze Software") are added to the Scope of the Agreement. Exhibit A-1.1 attached hereto, is therefore added to and incorporated within the terms of the original Exhibit A to the Agreement.

2. Additional services for the Trapeze RidePro Software ("RidePro Alteration Services") are added to the Scope of the Agreement as shown in Exhibit A-1.2. Exhibit A-1.2 attached hereto, is therefore added to and incorporated within the terms of the original Exhibit A to the Agreement.

3. Licensee agrees to pay additional license fees, implementation services fees, RidePro Alteration Services fees, maintenance fees, hosting fees, and expenses for the New Trapeze Software and the RidePro Alteration Services in accordance with the terms of Exhibit B-1.1 and Exhibit B-1.2. Exhibit B-1.1 and Exhibit B-1.2, attached hereto, are therefore added to and incorporated within the terms of the original Exhibit B to the Agreement.

4. Trapeze will provide services related to the New Trapeze Software in accordance with the terms of Exhibit D-1.1. Exhibit D-1.1 is hereby added to and incorporated into the Agreement.

5. Trapeze will provide the RidePro Alteration Services in accordance with the terms of Exhibit D-1.2. Exhibit D-1.2, attached hereto, is therefore added to and incorporated within the terms of the Agreement.

6. The New Trapeze Software shall be accepted by the Licensee in accordance with the acceptance terms below on a per module basis:

Upon completing the delivery, installation, and testing of the New Trapeze Software, Trapeze will notify Licensee in writing. Licensee will then have thirty (30) calendar days in which to conduct acceptance tests in order to ensure that the New Trapeze Software operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the New Trapeze Software unless Trapeze receives prior written notice outlining the nature of the perceived defects in or significant failure of the New Trapeze Software. Notwithstanding the above, Licensee will be deemed to accept the New Trapeze Software when the Licensee puts the New Trapeze Software into operational and functional use. The New Trapeze Software will be deemed to be in operational and functional use when the Licensee first uses the New Trapeze Software to support its then current operations in any capacity. Upon the deemed acceptance of the New Trapeze Software in accordance with this paragraph, Licensee will provide Trapeze with a written acknowledgement to confirm such acceptance.

A "significant failure" will mean a failure of the New Trapeze Software to function in accordance with the requirements of the Documentation, where such a failure causes the New Trapeze Software to be inoperable or significantly impairs the functionality of the New Trapeze Software such that there is a critical impact on business operations. Failures that are, without limitation, the result of any operator error, Licensee's or its subcontractors actions or omissions, abuse or misuse of the products or invalid or incorrect data entry by call takers or operators will not be considered in evaluating successful operation.

7. The following warranty provisions are added to Section 4 of the Agreement and will apply to the New Trapeze Software under this Amendment:

Trapeze warrants the New Trapeze Software to operate in all material respects as specified in the Documentation for a period of ninety (90) days from the date upon which the New Trapeze Software module is installed. For any breach of this warranty, Licensee's sole and exclusive remedy and Trapeze's entire obligation hereunder shall be to either repair or replace the defective the New Trapeze Software. This warranty does not apply to any New Trapeze Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze.

8. No other warranties or conditions of any kind, including any warranties or conditions of merchantable quality, fitness for purpose, title, non-infringement, quiet possession and correspondence to description, are extended by Trapeze for the products and services provided under this Amendment.

9.   All other terms, conditions, and covenants of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be signed by

their duly authorized representatives as of the date above.

TRAPEZE SOFTWARE GROUP, INC.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

By: _Nathan Partington_

By: _Erika Estrada_

Name: _Nathan Partington_

Name: _ERIKA ESTRADA_

Title: _VP France_

Title: _Contract Administration Manager_

Date: _Feb 9/16_

Date: _2/18/16_

EXHIBIT A-1.1

New Trapeze Software

Item	Software	Description	Configuration	License Date
1.	Trapeze RidePro Trip	Location and event rideshare matching	Base	*Effective date of the Amendment*
2.	Trapeze RidePro Incentive Management	Manages incentive programs	Base	*Effective date of the Amendment*

Operational Characteristics:
1. Each CTC license includes the right for up to five administrative staff logins.
2. Licenses are limited to commuter registrants living and/or working in California Counties of Los Angeles, Orange, and Ventura.
3. Licenses are limited to the following database sizes, as measured by the count of active registered commuters. An active registered commuter is one where their profile is set such that their name could appear on a ridematch list ("RideGuide").

LACMTA:	200,000
OCTA:	50,000
VCTC:	15,000

Details of the implementation services associated with the New Trapeze Software are provided in Exhibit D-1.1

EXHIBIT A-1.2

RidePro Alteration Services

Details of the RidePro Alteration implementation services are provided in Exhibit D-1.2

EXHIBIT B-1.1
Pricing for New Trapeze Software Implementation, Maintenance and Hosting Fees

(corresponds to the scope of work in Exhibit D-1.1)

Proposed Pricing
Trapeze Ridepro Additions / Updates
for
Los Angeles County Metropolitan Transportation Authority

1. License and Implementation

Item	Description	Total	LACMTA	OCTA	VCTC
1	License Fees				
	RidePro Incentives	$ 59,250.00	$ 59,250.00		
	RidePro Trip	$ 59,250.00	$ 42,612.60	$ 13,064.62	$ 3,572.78
2	Purchase Incentive on RidePro Trip	$ (47,400.00)	$ (34,090.08)	$ (10,451.70)	$(2,858.22)
3	Expenses (no travel required)	n/a			
4	Implementation Services				
	Admin/Review/Install (Incentives)	$ 3,750.00	$ 3,750.00		
	Admin/Review/Install (Trip)	$ 3,750.00	$ 2,697.00	$ 826.88	$ 226.12
	RidePro Incentives - configuration/testing/training	$ 12,000.00	$ 12,000.00		
	RidePro Trip - configuration/testing/training	$ 1,500.00	$ 1,078.80	$ 330.75	$ 90.45
	Web Site Update	$ 22,500.00	$ 16,182.00	$ 4,961.25	$ 1,356.75
	Pre-populating Survey Form	$ 7,500.00	$ 7,500.00		
	Change AVR process to update commuter records instead of replacing	$ 12,000.00	$ 8,630.40	$ 2,646.00	$ 723.60
	Total	**$ 134,100.00**	**$ 119,610.72**	**$ 11,377.79**	**$ 3,111.49**

Payment Distribution, when divided amongst the CTCs:
  LACMTA (71.92%)
  OCTA (22.05%)
  VCTC (6.03%)

Approximate Implementation Time   12-16 weeks

Exhibit B-1.1 continued

2.0 Long-Term Support		Total	LACMTA	OCTA	VCTC
Period					
6/1/2016 - 6/30/2016	Software Maintenance (Incentives)	$988	$ 987.50		
5/1/2016 - 6/30/2016	Software Maintenance (Trip)	$1,975	$ 1,420.42	$ 435.49	$ 119.08
7/1/2016 - 6/30/2017	Software Maintenance (Incentives)	$12,443	$ 12,442.50		
7/1/2016 - 6/30/2017	Software Maintenance (Trip)	$12,443	$ 8,948.65	$ 2,743.57	$ 750.28

The Maintenance Fees shown above are valid through June 30, 2017 only. For all subsequent maintenance years, the annual Maintenance Fee will be based on Trapeze's then current price.

3.0 Hosting Fees		Total	LACMTA	OCTA	VCTC
Period					
3/1/2016 - 6/30/2016	Software Hosting (Incentives)	$3,318	$ 3,318.00		
2/1/2016 - 6/30/2016	Software Hosting (Trip)	$4,148	$ 2,982.88	$ 914.52	$ 250.10
7/1/2016 - 6/30/2017	Software Hosting (Incentives)	$10,452	$ 10,451.70		
7/1/2016 - 6/30/2017	Software Hosting (Trip)	$10,452	$ 7,516.86	$ 2,304.60	$ 630.25

Assumptions
* Pricing includes 90 day warranty from install on new license modules. Maintenance fees on each module commence upon expiration of warranty.
* Taxes, if applicable, are not included
* Generic software modules included in base price.
* Hosting and maintenance fees above are in addition to fees for Trapeze software modules already installed.
* Maintenance and hosting fee schedule above presumes a formal notice to proceed by January 29, 2015, implementation of RidePro Trip on February 1, 2016, and implementation of RidePro Incentives on March 1, 2016
* First year hosting fees for additional modules due upon module installation. First year hosting fees are pro-rationed to achieve a common anniversary date of July 1.
* Maintenance services commence upon conclusion of warranty for each licensed product. Maintenance fee schedule is pro-rationed in the first year to achieve a common anniversary date of July 1.
* License based on up to 200,000 active registered commuters for LACMTA, 50,000 for OCTA, 15,000 for VCTC and up to 5 administrative staff logins for each CTC
* Installation on Trapeze servers

Exhibit B-1.1 continued

Payment Schedule for New Trapeze Software, Maintenance, and Hosting Fees

Item	Description
1	100% of Total License Fees due upon contract execution
2	Payment Schedule Implementation Services:
2a	25% Delivery of Operational Review.
2b	25% Installation of Software.
2c	25% Completion of Training.
2d	25% Acceptance of software being Operational & Functional
3	100% of RidePro Trip Hosting fees for 2/1/2016 - 6/30/2016 due 2/1/2016
4	100% of RidePro Incentives Hosting fees for 3/1/2016 - 6/30/2016 due 3/1/2016
5	100% of RidePro Trip Maintenance fees for 5/1/2016 - 6/30/2016 due upon expiration of RidePro Trip Warranty on 5/1/2016
6	100% of RidePro Incentives Maintenance fees for 6/1/2016 - 6/30/2016 due upon expiration of RidePro Incentives Warranty on 6/1/2016
7	100% of RidePro Trip and RidePro Incentive Maintenance and Hosting fees for 7/1/2016 - 6/30/2017 due 7/1/2016

EXHIBIT B-1.2 Pricing for RidePro Alteration Services

(follows this page and corresponds with the scope of work stated in Exhibit D-1.2)

Exhibit B-1.2 continued
Pricing for RidePro Alteration Services

	RidePro Software Implementation		
	for		
	Los Angeles County Metropolitation Transportation Authority		
Item	**Description**	**Days**	**Cost**
	Changes Common to Ventura, Los Angeles and Orange County		
1	Provide the Ability for ETC to select any AVR survey to which they should have access, via RidePro role management, yet allow administrators access to all surveys for their assigned county or counties	4	
2	Display of "AVR Status" (While an AVR Survey is in progress, display how many people have responded and the counts of responses by mode, for peak and off-peak surveys. Also show expected count of responses)	5	
3	Ability for ETCs and Admins to find existing AVR Surveys (selection of surveys by employee name, ID, department)	2	
4	Software Installation and Testing (on hosting servers)	0.5	
5	CTC Staff Training	1	
6	Project Management Services	2	
	Subtotal - Changes Common to Ventura, Los Angeles and Orange County	14.5	$ 21,750.00
	Payment Distribution		
	LACMTA	71.92%	$ 15,642.60
	OCTA	22.05%	$ 4,795.88
	VCTC	6.03%	$ 1,311.52
	Changes for Los Angeles and Orange County Surveys		
1	Update Survey Processing to conform to new rules from the SCAQMD	10	
2	Update Public Entry of AVR Survey - English and Spanish	3	
3	For any selected AVR survey		
a	Compose an AVR Survey Report consisting of the following pages		
	1 AVR Verification Process	1	
	2 Weekly Employee Survey Summary	1	
	3 Off-Peak Weekly Employee Survey Summary	1	
	4 Vehicle Calculation	1	
	5 Off-Peak Vehicle Calculation	1	
	6 AVR Planning	1	
	7 Off-Peak AVR Planning	1	
	8 Off-Peak AVR Adjustment	1	
b	Display of English and Spanish survey collection links to Admins and ETCs	0.5	
c	Enter New AVR Surveys, and Edit Existing AVR Surveys (in English - by ETC or admin) - LA/Orange Version	3	
d	Survey Selection Counts (Los Angeles/Orange Version)	2	
e	Download "Survey Collection List" (AVR Survey Data Export) (as a Microsoft Excel file)	2	
	Subtotal - Changes for Los Angeles and Orange County Surveys	28.5	$ 42,750.00
	Payment Distribution		
	LACMTA	76.54%	$ 32,718.74
	OCTA	23.46%	$ 10,031.26
	VCTC	0.00%	$ -

Exhibit B-1.2 continued

Changes for Ventura County Surveys			
1.	For any selected AVR survey		
a	Download the Ventura County format AVR report as a PDF file	3	
b	Enter New AVR Surveys, and Edit Existing AVR Surveys (in English - by ETC or admin) -Ventura Version	2	
c	Enter AVR Surveys by Employees - in English	1	
d	Display of English survey collection links to Admins and ETCs	0.5	
e	Survey Selection Counts (Ventura Version)	2	
f	Download "Survey Collection List" (AVR Survey Data Export) (as a Microsoft Excel file)	2	
g	Add the ability to isolate off peak records, using only peak records for calculation of AVR, yet include peak and off peak respondents for ridematching. I.e., add the option to filter out off-peak records when calculating AVR.	2	
h	Alter the public survey entry form to prohibit two surveys with the same employee ID in the same survey	1	
	Subtotal - Changes for Ventura County Surveys	13.5	$ 20,250.00
	Payment Distribution		
	LACMTA	0.00%	$ -
	OCTA	0.00%	$ -
	VCTC	100.00%	$ 20,250.00
TOTAL		56.5	$ 84,750.00

Payment Terms for RidePro Alteration Services

Milestone	Payment
Contract Execution	45% of total services
Completion of Test Software Installation	40% of total services
Project Acceptance	15% of total services

EXHIBIT D-1.1

STATEMENT OF WORK: New Trapeze Software (RidePro Trip and RidePro Incentive Management Modules), Maintenance and Hosting Fees

TRAPEZE RIDEPRO ADDITIONS /UPDATES
The purpose of this document is to provide the Los Angeles County Metropolitan Transit Authority (LACMTA) with a quote and scope of work for providing two additional RidePro software modules (**RidePro Trip, RidePro Incentive Management**) and associated implementation, maintenance and hosting services.

INTRODUCTION
LACMTA's implementation of RidePro presently provides Average Vehicle Ridership (AVR) surveying and ridematching services in the greater Los Angeles region for LACMTA as well as partner agencies Orange County Transportation Authority (OCTA) and Ventura County Transportation Commission (VCTC). (Collectively the three organizations are referred to as CTC.) LACMTA intends to expand the implementation of RidePro to include location and event rideshare matching via the RidePro Trip module, and to manage incentive programs via the RidePro Incentives module.

In addition to services associated with the addition of the two new modules, three additional tasks would be performed

1. General RidePro web site update
2. Alteration of AVR processing to support partial pre-population of AVR survey forms
3. Alteration of AVR processing to update (as opposed to replacing) commuter registration records.

PROPOSED PROJECT BUDGET
Please see the finalized budget and payment schedule in the Pricing Exhibit B-1.1 of the Amendment.

SCOPE OF WORK DESCRIPTION

RidePro Trip Implementation

The implementation of RidePro Trip will consist of enabling and configuring the following features in the RidePro software.
1. Ability for staff to create and edit common location and event records
2. Ability for public to arrange trips to common locations and events, and to find carpool partners for these trips.
3. Ability for public to manage previously arranged trips.
4. Ability for public to receive automatic alerts (by email or text) for registered trips.

RidePro Incentives Implementation

The implementation of RidePro Incentives will consist of enabling and configuring the following features in the RidePro software.

1. Ability for staff to enable an incentive program, including defining steps in an incentive program that can include
   a. On-line public incentive program applications
   b. Automated email communications of incentive program event to commuters, such as application receipt, application approval, and redemption processing confirmation.
   c. Staff review of applications
   d. Incentive points accrual based upon non-SOV commute trips reported via RidePro's commute calendar feature
   e. Notification to commuters when they achieve an incentive program goal
   f. Staff review and approval of incentive program redemptions
   g. Export of program redemptions to spreadsheet
2. Configuration of texts seen in public web site with regards to enrolment applications, program status messages, and program redemption messages.

Web Site Update

The current RidePro public web site (Ridematch.info) is an online platform for commuters to post their commute trip in a public forum as a means to organize ridesharing. Users enter personal information, home and work addresses, and commute preferences into an online profile. Then the program provides route options for carpool, vanpool, park and ride lots, public transportation, and bike partners.

The current interface, originally created about 10 years ago, poses a major barrier to use because it appears outdated, not trustworthy, and unintuitive. The software is strong, but is not matched with an equal appearance.

This task aims to redesign the visual appearance and flow of processes on Ridematch.info. As a means to increase usage, the user experience needs to be overhauled with modern web design concepts.

Web Site Template
LACMTA and the partner CTCs will design a web site template for utilization throughout the updated implementation of Ridematch.info. This template will consist of an HTML page plus all referenced image artwork, style sheets and javascript files.

Trapeze staff will apply this web site template to the overall Ridematch.info web site.

Web Site Design

Ridematch.info should be an extremely user friendly and mobile first website. We want to attract users from the moment they arrive at the site to enter their login information. Easy login should be facilitated by using the visitor's Facebook profile. After login, the main focus of the page should be a large map that displays all available rides. The user will then be encouraged to enter their route information and search for possible matches.

Design Themes
- Meet Industry Standards
  - Use design inspiration from AirBnB, Yelp, and Lyft.
- Mobile-First Design
  - Consider qualities for optimized user experience on cellular phones before full desktop version.
  - Split up tasks into mobile sized pieces
- Exploratory
  - Encourage users to explore site first through curiosity. Initially, allow them to find features and play with settings.
  - Do not ask too much formal information up front because it can scare away potential users.
- Unobtrusive Registration
  - First permit site visitor to find matches without registration.
  - Require registration in order to contact matched ride.
  - Support Facebok login, and email as login identifier

Web Site Features

Messaging
- *a.* Coordinate ride without releasing personal information
- *b.* A matched ride leads to "Request to Book" button
- *c.* Matched ride has 12 hours to respond to request. If accepted, then message thread is opened.
- *d.* All messages are forwarded to personal emails and cell phone text messages
- *e.* Need to store history of messages sent
- *f.* Request to book email
  - keep history on the carpool matches record,
  - append a "yes – I'm interested link" to this message –
  - link goes to a confirmation page – that records date & time of confirmation, on carpool match record, and sends email with other persons info to the first person
- g. Follow up survey
  - if they confirm that they took the carpool trip, and populate the calendar, and review the partners (see below)
  - if possible, record each answer upon entry instead of of when submitting the entire form

Reminders
- *a.* Send reminder of upcoming trip via text message
  - if text message traffic exceeds current contracted limit, might require separate SMTP account, which is not in this scope of work

Savings summary
Augment savings summary to reflect pollution, cost, health and VMT savings from individual trips
Rider/Driver Reviews
a.   email survey request after confirmed trips to riders and drivers
      - time after schedule trip time to be set upon installation
b.   reviews consist of 1-5 star rating and brief description
c.   provision to make reviews public

Payment request

a.   include ability for persons willing to drive to request a payment
      - checkbox to request payment, and monetary amount
      - request would appear in text to others in match result, e.g.
      "I would ask for $XX to cover gas and expenses..."

AVR Survey Form Pre-population
The scope of this task will be to augment the AVR survey entry process to work as follows:

1. Prior to setting up an AVR survey, an employer would sent to the CTC staff person a spreadsheet of employee info. All of the employees in a spreadsheet would be for just ONE work location. (If the survey included multiple work locations – company codes – then there would be a separate spreadsheet for each company code.)
2. The spreadsheet would contain at a minimum
    a. Employee ID
    b. Last Name
    c. First Name
    d. Home zip code
    Optionally, it could also include any or all of... (in the spreadsheet the columns would need to be there – but values would not be required)
    a. Middle Initial
    b. Email address
    c. Home Address (street number, street name, apartment number, city, state, nearby intersection)
    d. Work Department (2nd line of work address)
    e. Home Phone
    f. Work Phone
    g. Cell Phone
3. When setting up the survey, the CTC staff person would import one spreadsheet for each work location included in the survey.
4. The data from the spreadsheet would be read into a new table in the RidePro database. Each record would be keyed to the Survey ID and the Company Code to identify the work location.

Once the survey opens up for input

5. The employee would follow a link to a web page. The link would be keyed to the survey – and the page would display the name of the survey plus appropriate instructions.
6. The employee would enter their employee ID and submit the form.
7. The web site would return one of three responses
    a. The ID is invalid (the employee ID was not found on the list – it must be an error) – the employee could try again
    b. The ID is valid, and a survey has already been filled out. In this case, we could show the survey form and allow the employee to make corrections – OR – we could respond that the survey has already been filled out for that employee and that no changes can be made

    c. The ID is valid, and a survey form would be created and shown.
    In this case ONLY the name and home zip code would be shown. The name (first, last, middle initial if provided) and home zip code would only be shown for confirmation – they would not be allowed to change it.
8. The survey would include the question "would you like a RideGuide"
9. The survey would also include all items required by the appropriate air quality district for the purposes of making a valid AVR response.

AVR Commuter Export by updating existing Commuter records

Once all of the surveys are accepted and the AVR report is processed, the home address info, work address info, work department, email, phone numbers would be MERGED into the AVR survey response to create a commuter record. The status on the commuter record would be set according to the answer of whether they would like to receive a RideGuide – just as it does now – "SI" would indicate that they would not receive a RideGuide – blank indicates that they would receive one.

1. We would create a process that would be incorporated into a new "AVR Export to RidePro" feature that would match data in a survey response to existing RidePro commuter records. It would match by any of...
a. Name/Email
b. Name/companycode/home address (street number/street name/city/5 digits of zip code is suggested. This could be readily changed during review process.)
c. Name/Home Phone
d. Name/Cell Phone
e. CompanyCode/Employee ID (if employee ID is provided)

2. If any of the above matches, then that commuter record would be updated. If none of them match, then a new commuter record would be created.
3. Records would be geocoded and otherwise cleaned up as might be required. Cleanup could include a hand-check for duplicates.
4. At this point, any records at that company code that have not been updated would be presumed to be a person who should not receive a RideGuide. If there is any activity on the

record (commute trip logs that are not auto-generated, match lists run, surveys, etc.) then mark the record "SI" otherwise mark it "DELETE". The records marked Delete would be removed in the next data purge.

5.   RideGuides (email or paper as required) would be run for all records that are active for ridematching purposes.

ASSUMPTIONS:

- Work will be done during normal business hours (9am – 5pm), except where scheduled with the Trapeze project manager in advance
- Operational Review and Training tasks will be done via webinar, using the WebEx service.

HIGH LEVEL ROLES & RESPONSIBILITIES

Trapeze is responsible for the following key tasks:

- Prompt delivery of sign off forms for each delivery item
- Prompt invoicing for each delivery item

Los Angeles County Metropolitan Transportation Authority is responsible for the following key tasks:

- Prompt return of sign off forms and payment of invoices

EXHIBIT D-1.2
STATEMENT OF WORK: RIDEPRO SOFTWARE ALTERATIONS

The following information defines the implementation services to be provided by Trapeze for altering various aspects of the implementation of the RidePro Software. The RidePro Software changes would be conducted for LACMTA (primary licensee), and sublicensees Orange County Transportation Authority OCTA and Ventura County Transportation Commision VCTC. Staff from Inland Transportation Services (Contractor to LACMTA and OCTA) will also participate in the testing and use of the software.

These changes would include

1. updates to RidePro AVR to reflect rule and process changes required by the Southern California Air Quality Management District
2. Updates to the employer portal interface of RidePro's administrative web site to provide access to the updated survey forms and reports
3. Minor changes to the Ventura County AVR processes to isolate off-peak survey responses, and to add the ability to prohibit duplicate survey responses by employee ID.

Unless otherwise indicated, Trapeze will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by Trapeze. Any special requirements will be considered a change request and processed via our standard change request system. The tasks described in this statement of work are new tasks, beyond the scope of services enumerated in the Software License and Maintenance agreement between Trapeze Software Group, Inc. and Los Angeles County Metropolitan Transportation Authority, effective July 1, 2014.

OVERVIEW
This implementation involves the following high level tasks:

1. Project Introduction
2. Software Alterations
3. Software Installation – Test Environment
4. Software Introduction and Review – Test Environment
5. Software Testing – Test Environment
6. Test System Approval
7. Software Installation – Production Environment
8. Software Review and Testing – Production Environment
9. Administrative User Training
10. Software Acceptance, as defined below

The key assumptions that Trapeze has employed while determining the level of effort involved with this implementation are presented below.

- Licensee is responsible for the purchase, installation, configuration and maintenance of the servers and related infrastructure that supports staff user access to RidePro.
- Software will be delivered 'off-the-shelf'.

The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the tasks described above.

In addition, it is assumed this Software will take advantage of existing infrastructure, data sources and software unless otherwise stated.

Project Budget and Payment Schedule
Please see Exhibit B-1.2 for finalized pricing and payment terms.

TIMEFRAME
Upon receipt of formal notice to proceed by Trapeze, Trapeze and Metro Project Managers will confer to establish a formal timeline for contract execution mutually agreed upon by both parties.

TRAPEZE IMPLEMENTATION SERVICES
The implementation services below will be provided by Trapeze. All implementation services, materials and training will be provided in English, unless otherwise stated.

Project Introduction
This task will consist of a webinar to review and confirm the scope of work, establish a project schedule, and review required LACMTA, OCTA, VCTC and Inland Transportation personnel resources to support the implementation.
The Trapeze Project Manager will deliver a memorandum by email documenting the elements of the operational review. The LACMTA project manager will return comments on this document, if any, within five days of delivery by Trapeze.

Software Alterations
The focus of the software changes will be to accommodate AVR survey changes recently required by the Southern California Air Quality Management District (SCAQMD), including survey form and calculation changes, access by administrators and employer transportation coordinators to the changes, and a minor number of unrelated AVR survey changes on behalf of VCTC.

Changes for LA and Orange Counties:

1. Selection of any AVR survey in the database that is accessible for that ETC.
2. For a selected AVR survey, assembly of an AVR report as a PDF file with the following pages:
   a. "AVR Verification Process"
   b. "Weekly Employee Survey Summary"
   c. "Off-Peak Weekly Employee Survey Summary"
   d. "Vehicle Calculation"
   e. "Off-Peak Vehicle Calculation"
   f. "AVR Planning"
   g. "Off-Peak AVR Planning"
   h. "Off-peak AVR Adjustment" (This is a new form recently added by SCAQMD)
3. Also for any selected AVR survey
   a. Display of "AVR Status" – that is, while survey is in process, display how many people have responded, and the counts of responses by mode.
   b. Display of English and Spanish survey collection links
   c. View Existing AVR surveys (selection of surveys by employee name, ID, department)
   d. Enter New AVR surveys (in English)
   e. Survey Selection Counts

> f. Download "Survey Collection List" (AVR Survey Data Export) (as an Excel file)

For Ventura County:

1. Selection of any AVR survey in the database that is accessible for that ETC.
2. For a selected AVR survey...
   a. Download the AVR report as a PDF
3. Also for any selected AVR survey
   a. Display of "AVR Status" – that is, while survey is in process, display how many people have responded, and the counts of responses by mode.
   b. Display of English survey collection link
   c. View Existing AVR surveys (selection of surveys by employee name, ID, department)
   d. Enter New AVR surveys (in English)
   e. Survey Selection Counts
   f. Download "Survey Collection List" (AVR Survey Data Export) (as an Excel file)

Also for Ventura County, (VCTC AVR site groups), we would add the ability to isolate off peak records, using only peak records for calculation of AVR, yet include peak and off peak respondents for ridematching. I.e., add the option to filter out off-peak records when calculating AVR. (This option would not affect the export to RidePro process.)

Additionally, for VCTC, we would be adding the change to the public survey form that would prohibit the entry of a second survey with the same employee ID.

The scope would be to program all of the functions listed above into the RidePro Administrative web site. ETCs and Staff could access all of the functions above. ETCs would be limited only to AVR surveys involving work sites to which they are assigned.

Note that in the project budget above, certain tasks common to all counties are grouped together.

Software Installation – Test Environment
Trapeze maintains on Trapeze servers a test implementation of the LACMTA's RidePro web applications. This environment will be updated with the RidePro software alterations as described above.

Software Introduction and Review – Test Environment
Once installed in Trapeze's test environment, the Trapeze project manager will conduct a Webex session of one to two hours with end user staff to introduce and review the updated features.

Software Testing – Test Environment
Upon conclusion of the introduction and review session above, staff may review and test the software in Trapeze's test environment for up to five days.

Test System Approval
Upon conclusion of software testing above, the LACMTA project manager will approve the software changes and additions in writing, indicating that the application is ready for production installation.

Software Installation – Production Environment
Production installation will be performed by Trapeze staff on the Trapeze hosting servers presently in use. Scheduling of this task will be timed very carefully and in concert with LACMTA, OCTA, VCTC and Inland Transportation staff, so as to avoid disruptions in the production processing of AVR surveys.

Software Review and Testing – Production Environment
Upon the conclusion of production installation, Trapeze will notify LACMTA, OCTA, VCTC and Inland Transportation staff. The software as updated may be reviewed and tested by staff at that time to confirm that it functions consistently with the test implementation. Production testing should be completed staff at the end of the day when the production update is installed.

Administrative User Training
Trapeze staff will provide training via webinar for staff persons. Training will include all aspects of the newly altered and installed RidePro software, concentrating specifically on the features that were changed.

Software Acceptance
Upon successful conclusion of administrative user training, the LACMTA project manager will return a software acceptance form to the Trapeze project manager.

Individual Product Specific Requirements
No hardware or supporting software additions are required – the existing infrastructure should support the proposed RidePro changes.

LICENSEE SERVICES
The following tasks will be the responsibility of the Licensee. These items will need to be completed in order to support the successful introduction of the new functionality.
Prior to any work being performed by Trapeze, Licensee will be required to execute the Trapeze provided work order and provide an executed purchase order (PO) for the value of the project.

Operational Review
Licensee's staff will be required to participate in the Operational Review webinar. In advance of the operational review, Licensee's staff may be required to collect information, such as final SCAQMD rule change publications.

Training
Licensee's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.
Ideal training environments include:
Networked computer for each trainee, connected to the production system.

Note: Licensee is free to record any training provided by Trapeze to be used solely for its internal business purposes.

Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Licensee utilizing the Software in the production environment to ensure the Software responds accurately to users input and the features and functions of the Software work as specified.
We estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

LICENSEE'S RESOURCE REQUIREMENTS

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and Trapeze.	10% of time for duration of project.	o Coordinate the scheduling of all of the Licensee's resources. o Coordination of conference calls and meetings, as required. o Coordinate training sessions. o Coordinate completion of user acceptance testing. o Payment of Trapeze invoice in a timely fashion (30 days from milestone completion).
Subject Matter Expert	Someone with intimate knowledge of the operator processes and procedures	25% of time for duration of project.	o Participation in the completion of the Operational Review. o Participation in all training sessions. o Assist PM with completion of user acceptance testing and data development.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	o Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	o Participate in end user training.

ATTACHMENT
Schedule of Quantities and Prices
Software License and Maintenance Agreement
Trapeze Software Group, Inc. (Trapeze)
LACMTA No. PS14454028

Summary of Services, Pricing and Payment Schedule

Ongoing Maintenance Fees

Maintenance 07/01/2014 - 06/30/2015	$ 62,178.00
Maintenance 07/01/2015 - 06/30/2016	$ 65,328.00
Maintenance 07/01/2016 - 06/30/2017	$ 68,551.01

Ongoing Hosting Fees

Hosting 07/01/2014 - 06/30/2015	$ 40,627.00
Hosting 07/01/2015 - 06/30/2016	$ 42,658.00
Hosting 07/01/2016 - 06/30/2017	$ 44,791.01
Transitional Implmentation Fees	$ 15,300.00
Subtotal - Master/Base Line Agreement 07/01/2014 (Note 1)	$ 339,433.02
Amendment No. 1 to Agreement	$ 275,069.00
Total Agreement Value	$ 614,502.02

Notes:

1.   Source: Pricing Schedules from Master Agreement.