



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA Purchasing Agent

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352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

August 12, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW*

RE: Direct Negotiated Contract – Trapeze Group
Computer-Based Transportation Systems

On April 15, 2014, official action was taken to allow the Transportation and Purchasing Services Departments to directly negotiate a new agreement with Trapeze Group for computer-based transportation systems. Under DOE Rule 6A-1.012(14), the District is permitted to negotiate for high-technology purchases, should we choose to do so.

The District contracted with GrayRobinson, Attorneys At Law, utilizing Mr. R. Lee Bennett who provided his legal assistance with the negotiations of the above-mentioned agreement. The final negotiated agreement is attached for your approval at this time. Additionally, we are requesting approval to place purchase orders for this equipment in the amount of \$1,207,446, using Capital funds. Please see the attached memo from Mr. Thaddeus Kledzik, Supervisor of Transportation Operations, for further details.

Should you have any questions regarding this matter, please feel free to contact Mr. Thaddeus Kledzik, Supervisor of Transportation Operations, at your earliest convenience.

NW/dam

Attachments

Date/Time: August 6, 2014 09:43:00

(813)794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us

The District School Board of Pasco County is System Accredited by AdvancED/Southern Association of Colleges and Schools



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Transportation Services
Gary Sawyer, Director
6125 Pinehill Road, Port Richey, FL 34668


727-774-0400
813-794-0400
352-524-0400

FAX: 727-774-0491

August 12, 2014

MEMORANDUM

TO: Nicole Westmoreland, MBA, Purchasing Agent

FROM: Tad Kledzik, Transportation Services, Supervisor 

SUBJECT: Approval of Terms, Conditions, and Pricing for Trapeze Group
Computer-Based Transportation System

Transportation and Purchasing Services have been engaged in contract negotiations with Trapeze Group for the purchase of their computer-based transportation system. This system will provide the District with routing software and hardware, GPS functionality and an operations management platform that can be centrally managed. The District also contracted with the GrayRobinson law firm for the services of Mr. R. Lee Bennett. Mr. Bennett provided legal counsel and assistance in the formation of the final contract being presented for the purchase of this system.

I am requesting your assistance in bringing these final terms, conditions, and pricing to the Board for final purchasing approval. The total contract expenses are \$1,207,446 and will be paid using capital funds.

TMK

SYSTEM SUPPLY AND SUPPORT AGREEMENT

This Agreement effectively made this ____ day of August, 2014, between:

Name and Address of Licensor:

Name and Address of County:

Trapeze Software Group, Inc. ("Trapeze"), School
Division, with a place of business at:
1100 Superior Avenue E, Suite 1290
Cleveland, Ohio 44114
United States of America

District School Board of Pasco County
("County"), with its place of business at:
7227 Land O' Lakes Blvd
Land O' Lakes, Florida 34638
United States of America

This Agreement, including the Terms and Conditions and the exhibits attached hereto, represents the complete and exclusive agreement between Trapeze and County with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between Trapeze and County in any way relating to the subject matter of this Agreement. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.

Trapeze and County acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

TRAPEZE SOFTWARE GROUP, INC.

**DISTRICT SCHOOL BOARD OF
PASCO COUNTY**

Signature: _____

Name: John H. Hines III

Title: President

Signature: _____

Name: Allison Crumbley

Title: Board Chair

And

Signature: _____

Name: Nicole Westmoreland, MBA

Title: Purchasing Agent

TERMS AND CONDITIONS

NOW THEREFORE, the Parties agree as follows:

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

“Agreement” means this system supply and support agreement between Trapeze and County, these Terms and Conditions, and the attached exhibits, all of which form an integral part of this Agreement;

“Confidential Information” means any oral, written, graphic or machine-readable information including, but not limited to technical or non-technical data, patents, patent applications, copyright, copyright applications, research, product or service plans, developments, inventions, processes, designs, drawings, patterns, compilations, engineering methods, techniques, devices, formulae, software (including source and object code), algorithms, business plans, agreements with third parties, lists of actual or potential services or customers, marketing plans, financial plans or finances and similar information relating to either Party furnished by or on behalf of the disclosing Party to the recipient Party or any representatives regardless of the manner in which it is furnished or obtained by the recipient Party or its representatives through observation of the disclosing Party’s facilities or procedures (save and except communications with legal counsel which constitute attorney-privileged information). The disclosing Party agrees to use reasonable efforts to summarize in writing the content of any oral disclosure or other non-tangible disclosure that is proprietary or confidential to the recipient Party within a reasonable time (not to exceed thirty (30) calendar days) after the disclosure. However, failure to provide this summary will not affect the qualification of the disclosing Party’s Confidential Information as such if the Confidential Information was identified as confidential or proprietary when disclosed orally or in any other non-tangible form. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault of the recipient Party; (ii) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (iii) the recipient Party independently develops through persons who have not had access to such information; or (iv) the disclosing Party approves for unrestricted release by written authorization;

“Documentation” means the user documentation pertaining to the use of System as supplied by Trapeze;

“Party” or “Parties” means either Trapeze or the County;

“System” means the Trapeze Equipment and the Trapeze Software;

“Trapeze Equipment” means the Trapeze proprietary equipment units identified in Exhibit A of this Agreement as generally described in the January 13, 2014 Proposal for Pasco County Schools attached hereto as Exhibit B; and

“Trapeze Software” means the Trapeze proprietary software applications identified in Exhibit A of this Agreement as generally described in the January 13, 2014 Proposal for Pasco County Schools attached hereto as Exhibit B;

2. Trapeze Software License

a) Trapeze grants to County a personal, non-transferable and non-exclusive license for an indefinable term and until terminated by either Party, restricted for use by County at their place of business, except for those portions of the System intended to be mobile:

(i) to use one production copy of the executable code versions of the Trapeze Software in the form supplied by Trapeze, and in accordance with the descriptions of current functionality set out in Exhibit B hereto;

(ii) use the embedded Trapeze Software only in or with the Trapeze Equipment supplied hereunder; and

(ii) to use the Documentation delivered by Trapeze or made available to County via the following Trapeze website: ohio.mytrapeze.com, but only as required to exercise this license.

b) The license to use the Trapeze System is granted to County solely for the development of reports for use by the County and for the integrated operation of the Trapeze Software. Unless expressly included herein, all other access rights to the System are excluded from this Agreement, and the County shall not develop or use, or authorize the development or use of, any other application interfaces to or from the System without the express written consent of Trapeze.

c) County may make one (1) back-up copy of the Trapeze Software and Documentation. County may use the production copy of the Trapeze Software solely to process County's proprietary data. The Trapeze Software may not be used on a service bureau or similar basis to process data of any third parties.

d) **THIRD PARTY SOFTWARE PROVIDERS.** The Standard Hardware and Software required for full operation of the Trapeze System is listed in Exhibit F attached hereto and incorporated herein. The possession or acquisition of said Standard Hardware and Software is the sole obligation of County. In the case of any third party hardware, software, documentation, or services, such third party shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. The Trapeze Equipment for this project may include software licensed to Trapeze by third party licensors, including, but not limited to: (i) Microsoft® Corporation; (ii) Here, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) Yellowfin International Pty Ltd.; (v) Nuance Communications Inc. formerly Loquendo S.p.A. The terms and restrictions of Trapeze's Software license grant 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. If required, County shall enter into a separate end-user-license agreement depending on the product(s) procured. County may only transfer any embedded software product with Trapeze Equipment in accordance with the terms and conditions of this Agreement. The Software and Equipment set forth on Exhibit A does not include any third party hardware, software, documentation, or services.

e) With the exception of any third party equipment and software, Trapeze 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 any services hereunder shall be construed as granting, either by estoppel or otherwise, any right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by Trapeze. County agrees to: (i) take reasonable steps to maintain Trapeze's and/or its subcontractors' intellectual property rights; (ii) not sell, transfer, publish, display, disclose, or make available the Trapeze Software, or copies of the Trapeze Software to third parties except where County may disclose the Trapeze Software to designated government representatives under a nondisclosure agreement executed by both parties, (iii) not use or allow to be used, the Trapeze Software either directly or indirectly for the benefit of any other person or entity, and (iv) not use the Trapeze Software, along with its updates, patches or upgrades, on any equipment other than the equipment on which it was originally installed, without Trapeze's written consent.

f) The County agrees that at such time the County determines it shall no longer utilize and/or employ the Trapeze Software for its intended use, County shall: (i) provide timely written notification to Trapeze of such decision; and (i) remove all Trapeze Software from use; and (iii) return to Trapeze all Trapeze Software and Documentation, including the copy used for archival purposes.

g) The Trapeze Software is licensed to the County with both a map edit interface and a map import function included, which allows the County to modify and update maps from third party sources used by the Trapeze Software, so long as said third party map sources meet Trapeze's map specifications. Said map edit interface and import function ensures that any map edits made by the County will be retained through any future map updates.

3. Services Trapeze will provide the services and perform all actions required by, and in accordance with, the services outlined in Exhibit C – Summary of Services (the "Services"). The Services will be performed in accordance

with the timeframe and considerations outlined in Exhibit D. The County and Trapeze will perform all applicable activities and provide all information as required by the Summary of Services. Trapeze will invoice the County as necessary for Services (including installation, customization, training and additional services) and related out-of-pocket expenses in accordance with the terms of Exhibit D.

As part of the Services, Trapeze shall be required to integrate/interface the Trapeze Software with the County's Operational Data Store (EdFi) regarding students' demographic and transportation related information, as well as any other systems requiring use of the Trapeze's data that is related to students' demographic and transportation information. This integration/interface shall follow the County's model for data interchange. Data will be written both from Trapeze's Software and to Trapeze's Software.

The Parties agree that certain additional Services, including but not limited to training, installation, or testing, may be added by the County's project managers via a signed written work order under this Agreement. The Parties agree that pricing and scope of such additional Services will be finalized between the County's project managers and Trapeze's Project Manager, and any work orders or purchase orders associated with such additional Services shall be governed by the terms of this Agreement, notwithstanding the presence of any terms and conditions associated with such written work orders.

4. Warranty

a) Trapeze warrants each application of the Trapeze Software to operate in all material respects as specified in the Documentation for a period of **one (1) year** from the date that such application of the Trapeze Software is first installed.

b) Trapeze warrants the Trapeze Equipment, as described in Exhibit A, shall operate in all material respects as specified in the Documentation for a period of **one (1) year** from the earlier of the date that the AVL is activated or ninety (90) days after delivery in accordance with this Agreement.

c) The sole remedy of County for any breach of the above warranties will be to require Trapeze to use reasonable efforts to repair, at its own expense, any defects in the Trapeze System that are brought to Trapeze's attention by County. In the event Trapeze cannot, after a reasonable number of attempts carried out in a reasonable period of time, correct defect in the Trapeze System, County can deem it a material breach of this Agreement and terminate in accordance with section 14(c).

d) The parties agree that the above warranty shall not apply to include any third party equipment that may be provided in the future with the System ("**Third Party Equipment**"). Such Third Party Equipment will be provided by Trapeze with any available manufacturer's warranty only and any corrective or remedial services with respect to such items shall be the exclusive responsibility of the County.

e) The parties further agree that the above warranty does not include coverage for errors, defects or performance issues in the System caused by the actions of the County, its employees, contractors or vehicle riders. This warranty is 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, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. Trapeze does not warrant that: (i) the System will meet any requirements other than those outlined in Exhibit B or the Documentation; or (ii) the System will operate error free or uninterrupted.

5. Payment Trapeze will invoice the County for the Trapeze Software license fees and fees for the Trapeze Equipment as set out in and according to the Summary of Services. Trapeze will invoice County in accordance with the terms contained in the Services Summary, Exhibit C. The total amounts due for the Services and expenses, as those fees are set out in the Services Summary, are firm fixed amounts and will be invoiced on that basis. *Expenses related to the Services are not to exceed those amounts set out in the Services Summary unless requested in writing by the County.* In the event that the operational parameters set out in Exhibit A of this Agreement are

exceeded, Trapeze will notify County and the Parties will mutually agree to (a) a plan to reduce the operational parameters to those in Exhibit A, or (b) a fair and reasonable increase in the License Fee to compensate Trapeze appropriately.

Subject to receipt of an accurate and timely invoice, County will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of five percent (5%) on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze. County will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If County has a tax exemption certificate, a copy of the certificate must be provided to Trapeze upon signing of this Agreement to avoid payment of the applicable tax to Trapeze.

6. Title and Risk of Loss It is agreed that title and risk of loss to any equipment under this Agreement shall pass to the County at the time of delivery of the equipment.

7. Maintenance Services

For the purposes of this Agreement, the following definitions apply:

“Response Time”: Target time for Trapeze to respond to support call.

“Rogue Unit”: Trapeze Equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

“Turnaround Time”: Commences on the date of receipt by Trapeze’s Service Center, and continues to the date of shipment back to County;

No Fault Found (“NFF”) / No Trouble Found (“NTF”): Trapeze Equipment which requires no repair, replacement or adjustment by Trapeze in order to return it to a serviceable level in accordance with subsection 7(B)(d) below;

“Updates and Upgrades”: Those improvements to the Trapeze Equipment or Trapeze Software that Trapeze generally makes available as part of the annual maintenance program;

A) Trapeze Software

(1) During the applicable Warranty Period and (2) commencing upon the expiry of the applicable Warranty Period and County’s payment in full of annual maintenance fees as set forth in Exhibit A, Trapeze agrees to provide the following maintenance and support services for the Trapeze Software:

- (a) Trapeze will maintain the Trapeze Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the Trapeze Software set out in Exhibit B and the Documentation with at least ninety percent (90%) up-time:
 - (i) County may report any non-conformance or seek support by calling the support telephone line ((888)595-4696 x 1) or logging into the Trapeze support website (ohio.mytrapeze.com). Trapeze endeavors for the Response Time on all support calls to be during the first contact (call answered when received). Trapeze monitors all messages and will respond to County depending on urgency but Response Time on any message will be no longer than within one business day. Issues reported using the Trapeze support website will receive an immediate automated message acknowledging receipt of County’s e-mail.
 - (ii) Trapeze responses to any non-conformance is based on severity. A Priority One variance is when Trapeze Software non-conformance results in the loss of use of critical system functions and the “System is down” to the extent that such loss of use affects the safety of the public and or personnel. Trapeze applies all necessary resources to resolve the non-conformance as quickly as possible either with a workaround or bringing the Trapeze Software into conformance. A Priority Two variance is any other issue of lesser severity than a Priority One or a continuing resolution of a Priority One with a reasonable

workaround. Trapeze uses commercially reasonable efforts to resolve the variance and provide resolution in a reasonable time period with a patch or a subsequent release.

- (iii) If County believes that Trapeze is not responding timely to a service issue or interruption, County may escalate to the Trapeze Supervisor of Customer Service ((216) 539-1804) and, if that escalation fails to resolve the issue, the County may escalate to Trapeze Operation Manager ((216)539-1805). Trapeze acknowledge that Response Time and resolution of any non-conformance is essential to the support and maintenance provided under this Agreement. County acknowledge that resolution will depend on the complexity of the issue. If Trapeze breaches the Uptime warranty or is consistently unable to resolve issues in a commercially reasonable time frame and manner, County may declare a material breach and immediately terminate this Agreement in which event Trapeze shall pay to County a pro rata refund based on a five year straight line depreciation schedule for the Trapeze software license and Trapeze hardware costs.
- (b) Trapeze will provide reasonable telephone support in the form of assistance and advice on the use, maintenance and support of the Software during Trapeze's regular business hours of Monday Through Thursday 7:30 am – 7:00 pm (E.T.) and Friday from 7:30 am – 6:00 pm (E.T.). An emergency after hours telephone support number is available for after hour emergency issues. Trapeze will provide County with access to its software support website, which requires each County user to register online;
- (c) Trapeze will promptly provide County with Upgrades of the Trapeze Software at no additional license fee charge together with adequate information and, if necessary, installation information concerning any Upgrade;
- (d) County shall provide Trapeze with remote access to County's computers on which the Trapeze Software is installed for purposes of the support and maintenance of the System during the term of this Agreement. Trapeze shall provide updates and Upgrades to the Trapeze Software via remote connection. Should County request any on-site maintenance, support or training services, Trapeze reserves the right to charge its standard applicable service fees plus expenses related to such services; and
- (e) Upgrades will be provided with updated Documentation where available and appropriate.

B) Trapeze Equipment

Commencing upon the delivery of the Trapeze Equipment (which shall not occur without the County's written consent prior to November 1, 2014) and continuing for the duration of the twelve (12) month Warranty Period, and for the maintenance and support services purchased by the County, Trapeze agrees to provide the following maintenance and support services:

- (a) Trapeze will maintain the Trapeze Equipment so that it operates in conformity, in all material respects, with the descriptions generally set forth in Exhibit B and with the specifications for the Trapeze Equipment set out in the Documentation;
- (b) Trapeze shall provide the same telephone support to County's authorized callers as stated in Section 7. A)(b) to assist with troubleshooting of installation, configuration, and operational problems of covered Trapeze Equipment;
- (c) If it is determined that the Trapeze Equipment needs to be repaired or replaced, County shall send all Trapeze Equipment covered by this Agreement directly to the designated Trapeze Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit E. Upon repair, Trapeze shall return the Trapeze Equipment to County's designated receiving facility, or other locations as designated by County's applicable Return Order. Cost of shipping to the designated Trapeze Service Center shall be borne by County. Cost of shipping the repaired Trapeze Equipment to the County's facilities shall be borne by Trapeze unless the Trapeze Equipment is deemed NFF / NTF. Trapeze Equipment returned for repair under this Agreement and subsequently determined by Trapeze to be NTF or NFF is subject to the Time and Material pricing contained in Summary of Pricing. Trapeze reserves the right to substitute functionally equivalent parts for those parts returned to Trapeze for repair;

- (d) Trapeze shall provide a Turnaround Time of thirty (30) calendar days for Trapeze Equipment listed in Exhibit A, which is returned to Trapeze in accordance with Exhibit E;
- (e) Trapeze shall apply special testing and repair to any Rogue Unit at no additional charge to County. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (d) above and Trapeze shall either repair the Rogue Unit or replace the Rogue Unit with a new Unit, within thirty (30) days after return of the Rogue Unit to Trapeze; and
- (f) Trapeze may issue Service Notifications indicating recommended or mandatory changes to the Trapeze System covered under this Agreement. All such changes shall be made by Trapeze at no additional cost to County.

C) Documentation for Equipment Difficulty

Prior to delivery to Trapeze of Trapeze Equipment to be repaired, County shall follow the Trapeze Return Material Authorization Process outlined in Exhibit E.

D) Documentation for Software Difficulty

Upon the identification of a possible fault or difficulty within any of the Trapeze Software to be supported hereunder, County shall promptly issue a trouble report to Trapeze that shall include the following information:

- A. Date of performance anomaly;
- B. Trapeze Software module in question and location of where Trapeze Software is installed;
- C. Detailed system description of performance anomaly;
- D. Version number of Trapeze Software and severity/ impact to County's operations; and
- E. Contact name and phone number.

The trouble report information may be communicated verbally to Trapeze via telephone: 1-877-411-8727, or via email: cc@trapezegrup.com, or via County portal: www.MyTrapeze.com. Trapeze shall forward the trouble report to its designated repair technician.

E) Equipment and Software Excluded from Maintenance

The Parties agree that the above maintenance services shall not include maintenance of third party equipment or Software and Trapeze shall be under no obligation to provide any maintenance services to the County with respect to such third party software. The Parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects, or performance issues in the Trapeze Software or the Trapeze Equipment caused by the actions or omissions of the County, its employees, contractors or vehicle riders.

In the event that Trapeze Equipment and Software covered under this Section 7 is subjected to any of the conditions below by County or any third parties, such Trapeze Equipment and Software shall be excluded from maintenance service coverage.

- (a) Trapeze Equipment or Trapeze Software was subjected to carelessness or negligence, which is the cause of a malfunction;
- (b) Trapeze Equipment or Trapeze Software was subjected to cannibalization or vandalism, which is the cause of a malfunction;
- (c) Trapeze Equipment or Trapeze Software was subjected to alteration or repair in a manner which materially conflicts with Trapeze's written repair procedures, specifications, and license terms, which is the cause of a malfunction;
- (d) Trapeze Equipment or Trapeze Software was subjected to inadequate packing, storage or handling, which is the cause of a malfunction;
- (e) Trapeze Equipment or Trapeze Software was subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy, which is the cause of a malfunction; and

- (f) Trapeze Software was altered as a result of third party service bulletins, which is the cause of a malfunction.

8. Payment of Maintenance Fees Commencing upon the expiry of the applicable warranty periods, County shall pay the annual maintenance fees to Trapeze as provided in Exhibit A. These fees shall be subject to change as set out in Exhibit A. County shall issue a Purchase Order annually specifying the amount set forth in the Trapeze invoice for maintenance services in accordance with Exhibit A. The Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that the County wishes to terminate the maintenance services to be provided under this Agreement, County must provide Trapeze with no less than ninety (90) days written notice of such termination, during which ninety day period the applicable maintenance fees will remain payable. Trapeze may suspend provision of any maintenance services during any period exceeding ninety (90) days during which the applicable maintenance fees remain unpaid by County.

9. Confidential Information

(a) The Parties will maintain all Confidential Information in strict confidence and not disclose the Confidential Information to any third party without the disclosing Party's prior written consent. County shall prohibit any persons other than County employees from using any components of the System. The Parties shall restrict the disclosure and dissemination of all Confidential Information to employees or representatives who are bound to respect the confidentiality of such Confidential Information.

(b) In the event either Party receives a request for disclosure of Confidential Information pursuant to a freedom of information law, such Party shall promptly give the other Party written notice of such request prior to disclosure to allow the other Party the opportunity to seek injunctive relief or such other relief as may be appropriate under applicable law and shall fully cooperate with the other Party, at the other Party's expense, in seeking confidential treatment for any disclosure of such Confidential Information.

(c) The Parties acknowledge that compliance this section is necessary to protect the Confidential Information of both Parties, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if a Party breaches or threatens to breach this Section, the other Party may seek: (i) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (ii) money damages, insofar as they can be determined.

(d) These obligations of confidentiality will survive termination of this Agreement for a period of two (2) years.

10. Media and Publication Upon reasonable prior notice and consultation with the County, Trapeze shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

11. Intellectual Property Indemnification Trapeze will defend County in respect of any claims brought against County by a third party based on the claim that the Trapeze Software or the Trapeze Equipment infringes the intellectual property rights of that third party. Trapeze will pay any award rendered against County by a court of competent jurisdiction in such action, provided that County 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 Trapeze Software or Trapeze Equipment becomes, or in Trapeze's opinion is likely to become, the subject of such a claim, Trapeze may either (a) modify the Trapeze Software or Trapeze Equipment to make it non-infringing, or (b) procure the right for the County's use of the System. In the event Trapeze is unable to perform either subpart (a) or (b), Trapeze shall pay a pro rata refund to County based on a five year straight line depreciation schedule for the Trapeze software license fees and the Trapeze Equipment costs to Trapeze under this Agreement and the County may terminate the Agreement. Trapeze shall also reimburse County for all attorneys fees, costs, and expenses incurred by County in connection with a claim for intellectual property infringement. Trapeze will not be liable for any infringement or claim based upon any material modification

by County of any part of the System , or the use of the System in combination with software, hardware, or other technology not supplied or approved in advance by Trapeze, or use of any part of the System not in substantial compliance with the terms of this Agreement or the Documentation. This Section 11 describes Trapeze's entire liability concerning intellectual property infringement.

12. **Insurance.** During the entire term of this Agreement, Trapeze shall keep in full force and effect policies of insurance meeting or exceeding the following specifications:

(a) Crime insurance, including Employee Dishonesty and Computer Fraud coverage for theft of tangible or intangible property, identity theft, and fraud arising out of the dishonest acts committed by the personnel of Trapeze, acting alone or in collusion with others, or through the use of the System or related services, with aggregate coverage limits of not less than ten million dollars (\$10,000,000).

(b) Commercial General Liability insurance, with coverage including premises/operations, contractual personal and advertising injury, and products/completed operations coverages, with aggregate coverage limits of not less than ten million dollars (\$10,000,000).

(c) Professional Liability or Errors & Omissions Liability insurance with aggregate coverage limits of not less than ten million dollars (\$10,000,000).

In addition, Trapeze will list County as an additional insured on each insurance policy required above effective as of the Effective Date. Policies of insurance shall provide that they will not be canceled or materially changed without at least thirty (30) days prior written notice to County. Certificates of insurance evidencing coverage shall be submitted in advance of or concurrent with the execution of this Agreement, and on each insurance policy renewal thereafter. Trapeze shall, at County's request, provide specimen copies of requested insurance policies. If Trapeze does not provide County with such certificates of insurance, or, in County's opinion, reasonably reached in good faith, such policies do not afford adequate protection for County, then County will so advise Trapeze. In the event that Trapeze does not procure policies and deliver certificates which are reasonably acceptable to County within a reasonable time after Trapeze receives advice of County's opinion, then County may terminate this Agreement upon thirty (30) days prior written notice, during which notice period Trapeze may cure the default. Any approval by County of any of County's insurance policies shall not relieve Trapeze of any potential liability or obligation contained in this Agreement.

13. Exclusion of Liability

(a) County acknowledges and understands that a computer in a vehicle has the potential to distract the driver from the primary task of driving, which can compromise a vehicle's safety.

(b) County 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. "Motor Vehicle" includes any automotive machinery utilized for the transport of persons or goods in which the System has been incorporated or installed. County 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.

(c) County acknowledges and agrees that Trapeze shall not be liable to County for any claim or action, including costs, arising out of the use or misuse of any Motor Vehicle operated by County or any third party in conjunction with the use of the System described in this Agreement including, but not limited to, any personal injury claim or action. County shall include this paragraph in any third party agreement it may have in which System is provided to or utilized by a third party

(d) Trapeze and County have not relied on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement

or not) other than as expressly set out in this Agreement, except as permitted by applicable law. This does not preclude a claim for fraud.

(e) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the Internet or any mobile or wireless network, nor guarantees the privacy, security, authenticity or non-corruption of any information stored in any system connected to the Internet or 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 County's connection to or use of the Internet or any mobile or wireless networks.

(f) Trapeze will not be liable to County or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

- i) County's use of map or geographical data, owned by County or any third party, in conjunction with the System or otherwise; or
- ii) County's use of the System insofar as the System may be used to store, transmit, display, disclose or otherwise use County data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(g) Subject to Paragraphs 11, 12, and 13 (i), Trapeze's aggregate liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited to the license fees paid for the product that is the subject of the dispute, or, in the case of services, limited to the total amount of fees paid for the service(s) that is the subject of the dispute, or, in the event of maintenance disputes, limited to the annual maintenance fees paid to Trapeze for the year in which the dispute arises.

(h) Trapeze will not be liable to the County or any third party for losses or damages suffered by County or any third party which fall within the following categories:

- i) incidental or consequential damages, whether foreseeable or not;
- ii) special damages even if Trapeze was aware of circumstances in which special damages could arise;
- iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(i) Paragraphs (g) and (h) do not apply to claims arising out of death or personal injury caused by either party's negligence, willful misconduct, intentional acts, or fraudulent misrepresentation.

14. Termination In addition to provisions permitting termination found elsewhere in this Agreement,

(a) this Agreement will remain in effect until terminated;

(b) either party may terminate for convenience with ninety (90) days written notice;

(c) Either party has the right to terminate this Agreement if the other is in default of any material term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed County defaults under this Agreement: (i) County fails to pay any amount when due hereunder; (ii) County becomes insolvent or any proceedings will be commenced by or against County under any bankruptcy, insolvency or similar laws; and

(d) if County develops software that is competitive with the Trapeze Software, or County is acquired by or acquires an interest in a competitor of Trapeze, Trapeze shall have the right to terminate this Agreement immediately.

If this Agreement is terminated, County will immediately return to Trapeze all copies of the Trapeze Software and the Documentation and any other materials provided to County pursuant to this Agreement which have not been paid for in full, and will certify in writing to Trapeze that all copies or partial copies of the Trapeze Software, the Documentation and such other materials have been returned to Trapeze. Except as otherwise provided elsewhere in this Agreement, in the event of termination Trapeze will be entitled to retain all fees paid by County for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

15. Force Majeure Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including, but not limited to: any incidence of fire or flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; acts of war (whether declared or undeclared); terrorism; strikes; any acts, restrictions, regulations, by-laws, refusals to grant a license or permission; prohibitions or measures of any kind on the part of any authority; freight embargoes; delays of either Party's suppliers for like causes ("**Force Majeure**"), provided satisfactory evidence of such Force Majeure is presented to the other Party, and provided further that such nonperformance is beyond the control of, and is not caused by the fault or negligence of, a Party. Either Party shall use commercially reasonable efforts to remove or overcome the cause of Force Majeure and resume work as soon as possible.

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

Notwithstanding the foregoing, this Agreement may be terminated after written notice by either Party to the other if the Force Majeure event persists and prevents substantial performance of this Agreement for a period of thirty (30) days.

16. Changes

(a) Changes affecting the price, schedule, or Services of this Agreement must be in writing and shall be binding and in effect only after executed by both Parties ("**Change Orders**"). Change Orders must follow these guidelines for implementing the requested change.

(b) County, 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.

(c) Upon receipt of the County's requested change, Trapeze shall provide County's authorized representative a written, detailed proposal including updated price, schedule, and SOW changes for services to be performed. If County agrees with the proposal from Trapeze, both Parties shall sign the Change Order and shall thereafter be governed by the terms of the written Change Order.

(d) After the execution of this Agreement or any Change Order that has been agreed and executed by and between the Parties, if either Party 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, the Parties shall negotiate in good faith in order to make an equitable adjustment in the delivery schedule and modify the Agreement.

17. Notices Any notice or demand under the terms of this Agreement or any statute, governmental rule, or regulation, must be in writing and shall be sent by facsimile or similar confirmed communication, or by certified mail, or by a nationally recognized courier service, addressed to the Parties as follows:

To Trapeze: Trapeze Software Group, Inc.

Attn: Legal
5800 Explorer Drive, 5th Floor
Mississauga, ON L4W 5K9 Canada

With Copy To: Trapeze Software Group, Inc.
Attn: Chris Rotolo
1100 Superior Avenue E, Suite 1290
Cleveland, Ohio 44114

To County:
District School Board of Pasco County
Transportation Services – Tad Kledzik
6125 Pine Hill Road
Port Richey, Florida 34668

All contractual communications, correspondence, and submittals required herein shall be provided in hard copy, unless agreed otherwise between Trapeze and County after the Effective Date of this Agreement.

Trapeze and County shall support electronic mail (e-mail) correspondence between project participants for routine and informal correspondence. The use of e-mail is intended to provide for timely communication and document distribution among Trapeze and County personnel, but it is not to be a substitute for formal communications and submittals required by this Agreement unless otherwise specifically agreed in writing by the Parties. Trapeze and County will jointly develop any additional procedures or restrictions pertaining to the use of e-mail after the Effective Date of this Agreement.

18. Assignment This Agreement is for the sole benefit of County and may not be assigned by County without the prior written consent of Trapeze.

19. Governing Law/Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, including, without limitation, as to County, the provisions of Section 768.28 of the Florida Statutes. Nothing in this Agreement is intended, nor shall it be construed or interpreted, to alter or waive the entitlement of County to the protection of sovereign immunity, or to extend or modify County's liability beyond the limits established by Florida law generally and, more specifically, Article X, Section 13 of the Florida Constitution, and Section 768.28, Florida Statutes, as amended from time-to-time, and any successor statute, without regard to conflicts or choice of law provisions. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Pasco County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Pasco County or the United States District Court, Middle District of Florida. Each party irrevocably consents to the personal jurisdiction of such courts in any such civil action or legal proceeding and waives any objection to the laying of exclusive venue for any such civil action or legal proceeding in such courts.

20. Third Parties No party other than County shall be licensed to use the System by this Agreement, unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the Trapeze Software by certain designated third party service providers, the County shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the Trapeze Software and obligations of confidentiality. Trapeze 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.

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

22. Audits Trapeze may perform audit(s) on the use of the System upon giving County prior written notice of at least five (5) business days. County agrees to make the necessary operational records, databases, equipment, employees and facilities available to Trapeze for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

23. Attorneys' Fees If any action at law or in equity is brought to enforced any of the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, as awarded by a court of competent jurisdiction, in addition to any other relief.

24. Counterparts This Agreement may be executed in multiple counterparts which when taken together, shall constitute one instrument. Signatures transmitted by facsimile shall be accepted as original signatures.

--END OF TERMS AND CONDITIONS--

EXHIBIT A

Trapeze Software and Equipment

Trapeze Software

Item	Software	Configuration	License Fees	Maintenance Fees	License Date
1.	VEO Transportation Software includes VEO InfoShare	Unlimited Users	\$80,000.00	\$16,000.00	8/12/14
2.	VEO AVL Software	For use with 440 vehicles	\$44,000.00	\$6,250.00	8/12/14
3.	Trapeze OPS Software		\$119,495.00	\$23,899.00	8/12/14
	Discounts VEO Transportation VEO AVL Trapeze OPS		(\$60,000.00) (\$22,000.00) (\$23,899.00)		
TOTAL			\$137,596.00	\$46,149.00	

Notes:

1. Annual maintenance fees for third party products, if required, to operate the proposed application, are not included in prices listed above.
2. Any non-Trapeze Equipment that must be tested by Trapeze would add additional days of work not covered in this Agreement.
3. Trapeze will assist in reviewing hardware specifications; however, the County is responsible for purchasing any needed computer hardware and pre-requisite products except what is expressly provided by Trapeze pursuant to this Agreement..
4. Annual maintenance fees are stated for first maintenance year only, beginning the day after the end of the applicable Warranty Period. For the second and subsequent maintenance years, the annual maintenance fees will be at Trapeze's then current price, not to exceed two percent (2%) above the prior year's maintenance fees.
5. License for approximately 86,000 total students enrolled and up to 45,000 transported.
6. License fees (\$137,596) are due and payable at time of execution of this Agreement by County.

Trapeze Equipment

Trapeze VEO GPS Student Tracking Ridership with Smart Touch Mobile Data Terminals with Trapeze Mobile Tracking Units – 440 units

Optional Extended Hardware Warranty for Trapeze Equipment (must be purchased within thirty (30) days of warranty expiry).

1. Trapeze Smart Touch Mobile Data Terminal = \$79.61 per unit per year
2. Trapeze Mobile Tracking Scanner = \$39.22 per unit per year

EXHIBIT B

SOLUTION OVERVIEW

Below is a quick overview of each product being considered by the Pasco County School Board. Each piece is purposely designed to integrate with each other.

The core solution in our Intelligent Transportation System (ITS) is **VEO Transportation**, the most comprehensive and flexible routing and scheduling software in the industry.

- This application will be used to create safe and efficient routing and appropriate stop times.
- No other products from alternative vendors integrate with VEO Transportation.

The safe routes and map created in VEO Transportation will be viewable to the driver on a GPS based **Mobile Data Terminal (MDT)**.

- Trapeze manufactures our MDT in our Cedar Rapids, IA plant.
- This device provides turn by turn navigation of the safe route created in VEO Transportation. No other MDT on the market does this. Others use Google or some other application for mapping and do NOT follow the safe route.

A scanning device, **Trapeze Mobile Tracking (TMT)**, will be installed on each bus so that students will scan an ID when they get on and off a bus.

- Trapeze manufactures our TMT in our Cedar Rapids, IA plant.
- This will track ridership for state funding AND each rider's ride and route eligibility.

The student ridership scanning information and bus location (plus event activity) will be sent via cellular connection to **VEO AVL software**.

- VEO AVL and VEO Transportation send data back and forth so that "Planned versus Actual" route and stop data can be monitored.

Our **Trapeze OPS** software is a comprehensive software solution that integrates seamlessly with Trapeze VEO Transportation and MDT as well as human resources and payroll, accounts receivable and asset management software.

- The software helps the management of processes such as bidding, time-keeping, work-force management and dispatching become much more efficient.

A longer review of each product is on the following pages.

VEO TRANSPORTATION

VEO Transportation is designed to meet the unique needs of both your regular and special needs transport. It's a browser-based solution that helps school transportation providers meet safety, efficiency and service improvements.

It's also designed to manage the unique needs of your regular and special needs transport in one consolidated, easy-to-use system.

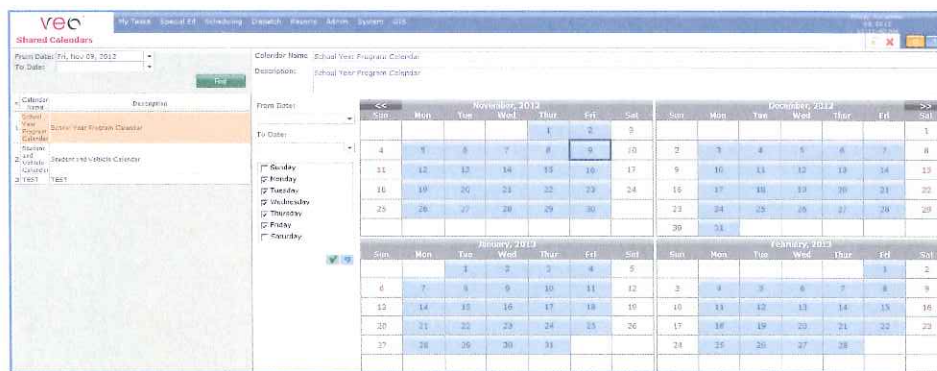
VEO Transportation offers the following unique features that standard software applications do not:

- **Thin-client solution** – rapid implementation and low-cost deployment, maintenance and training
- **Calendar-based functionality** – incorporates multiple calendars to ensure that the right students are managed on the right days to the right programs
- **Streamlined processes** – work in one map window
- **Enhanced algorithms** – promote maximum route optimization
- **Flexible mapping** – ensures pinpoint accuracy of scheduling solutions
- **Intuitive and customizable** – meets your specific operational needs
- **Comprehensive reporting** – provides standard and ad hoc reporting capabilities

VEO CORE SPECIFICATIONS

As indicated, VEO Transportation is a thin-client, browser based application that is easy to install in your organization's SQL server environment and easy to maintain. All program updates are applied to the server eliminating the burden placed on your IT staff to update individual workstations. Each user can access the VEO Transportation application from their workstations using an internet browser.

A unique and core feature of VEO Transportation is its use of a 'Base' calendar to manage your school year and days transportation is required. The calendar is year, month, and date based and corresponds to your server's clock. Rules are used to define off days and holidays.

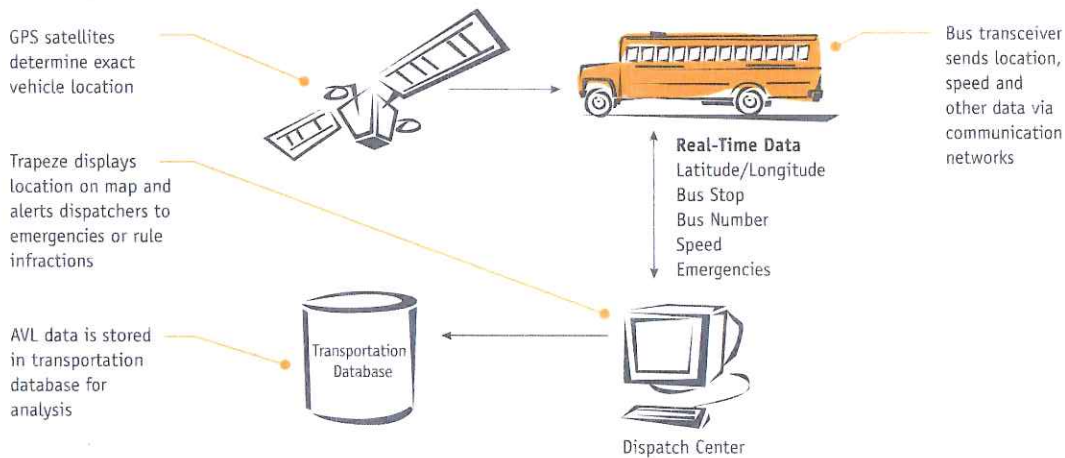


VEO AUTOMATIC VEHICLE LOCATION (AVL)

Completely integrated with VEO Transportation, VEO AVL is a thin client, browser based application that is easy to install in your organization's SQL server environment and easy to maintain. All program updates are applied at a centralized location which eliminates the burden placed on your IT staff. Each user will access the VEO AVL application from their workstations using their internet browser.

The VEO Automatic Vehicle Location software helps school transportation departments make safety, efficiency and service improvements using real-time and historical data.

How VEO AVL Works



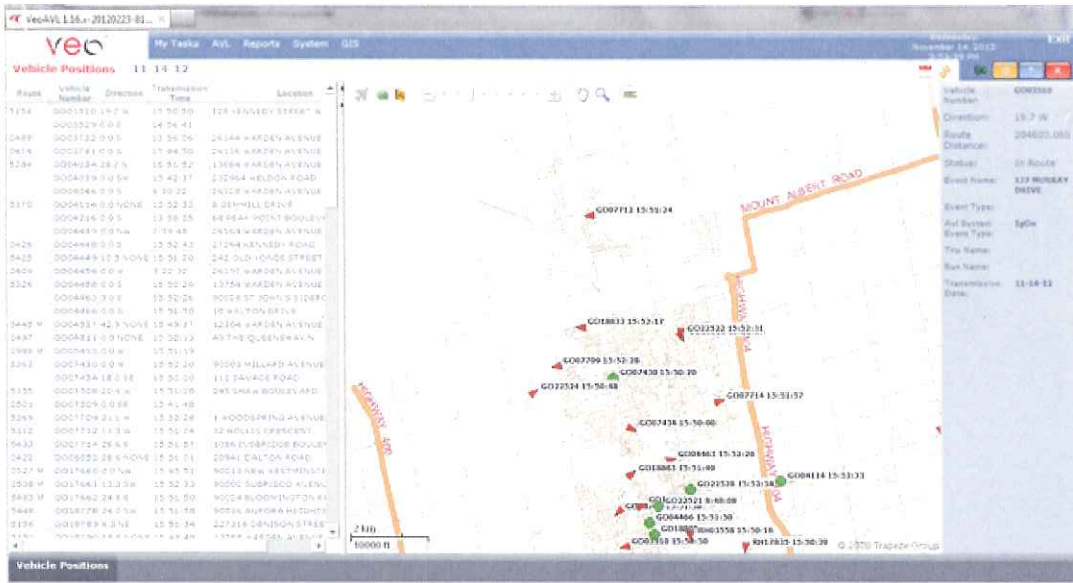
VEO Dashboard – The VEO AVL Real-Time Dashboard is used to view how your fleet is adhering to planned schedules. The dashboard is customizable to allow you to monitor important information. Quickly view details of your performance by clicking on any of the ‘counts’ appearing on the dashboard.



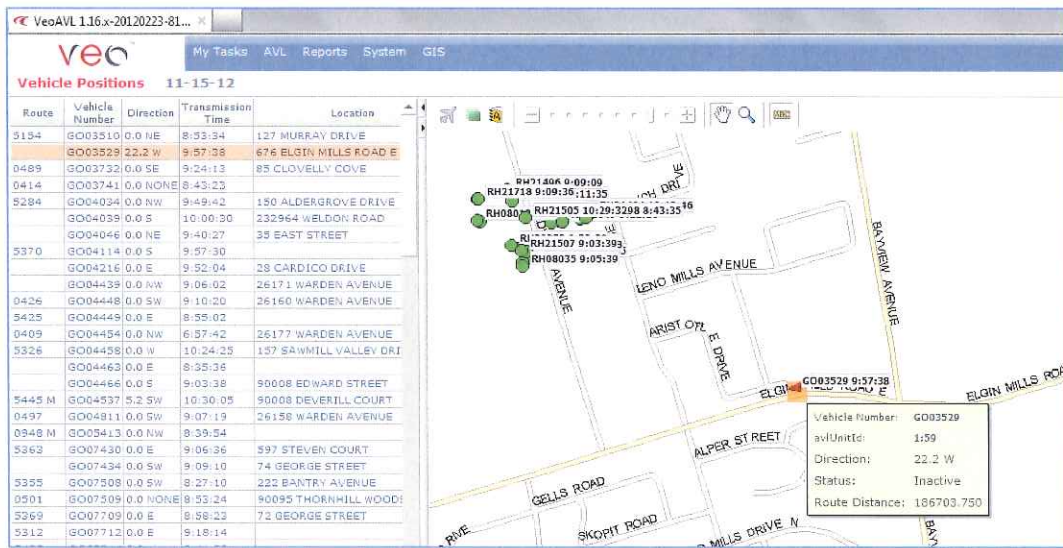
Vehicle Position Screen – The Vehicle Position Screen is used to view current vehicles’ locations. The vehicle position screen is divided into panels. The panel to the left displays vehicle information in a list and the panel to the right displays vehicle activity on the map. The list and map work interactively. When a user selects a vehicle from the list, the map will reposition to the location of the selected vehicle.

From the list, vehicle information including bus number, speed, transmission time and location are displayed by default. However, the list layout can be adjusted by user through an easy to use interface. This enables each user to display the information that is important to them as they monitor the vehicles. In addition to changing the columns displayed, the user can drag and drop to re-sequence columns.

The map screen is used to display your fleet in real-time. The map displayed in VEO AVL corresponds to the map used in VEO transportation, making the modules fully integrated.

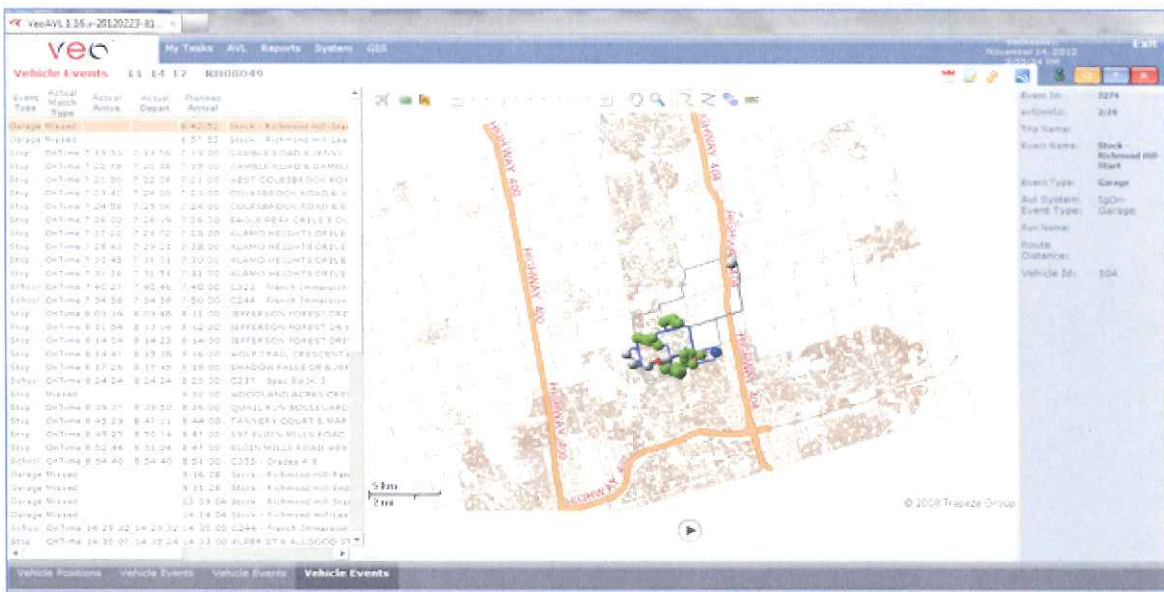


Current vehicle information can be quickly obtained by simply hovering over a vehicle on the map. Details of the vehicles' current activity will display in a pop up window.

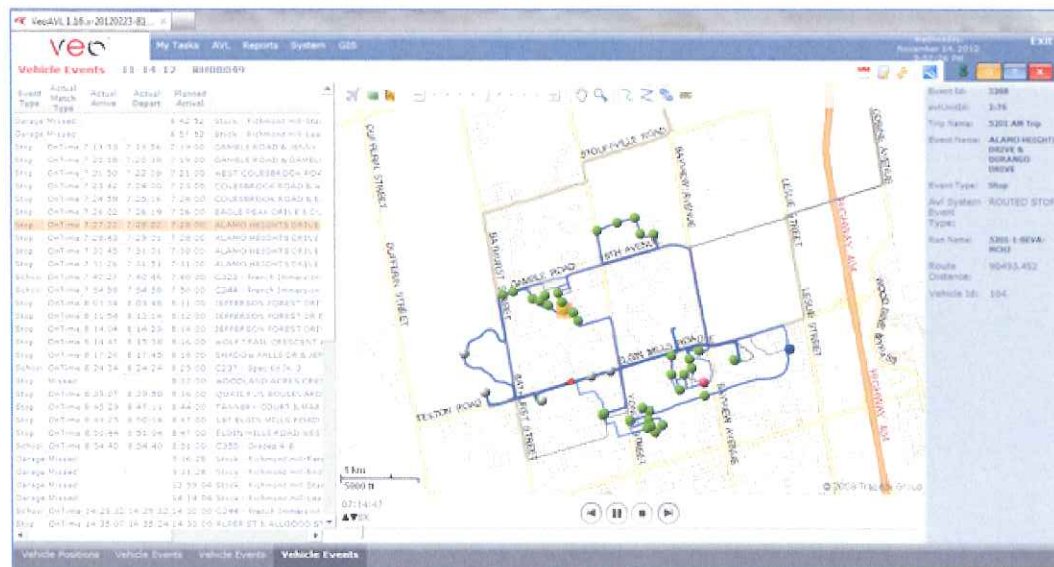


Vehicle Event Screen – The Vehicle Event Screen is used to view current and analyze historical data. Attendance boundaries and time tolerances are used to determine early/late/missed and extra events at schools and garages. Time tolerances and distance tolerances are used to determine early/late/missed and extra events for stops. Both the planned and actual driving paths display on the map.

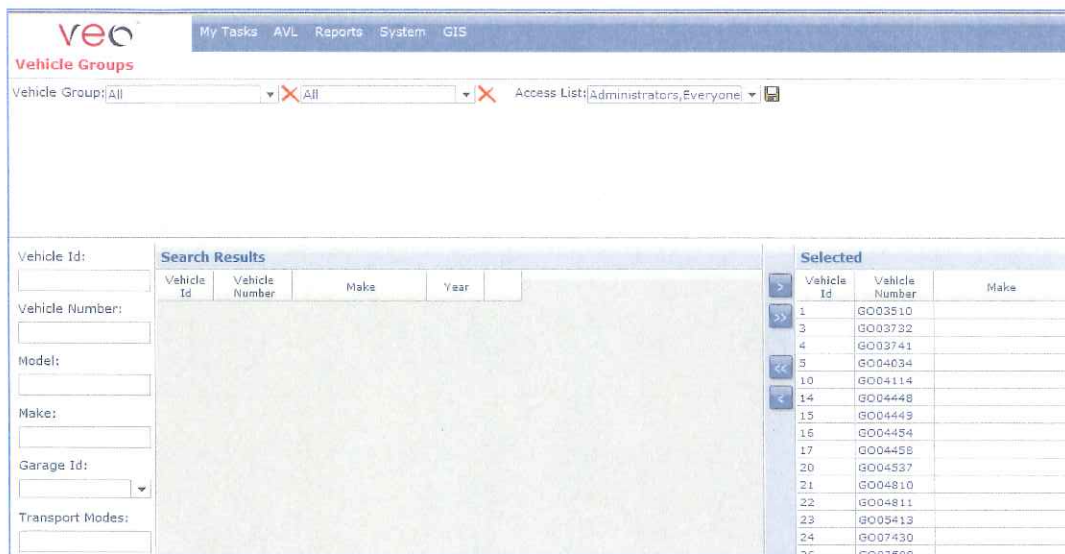
Details of a vehicle's events can be quickly obtained by simply hovering over the event on the map. Details of the event will display in a pop up window.



When analyzing historical data in the Vehicle Events screen, the user has the ability to select a date in the past to evaluate planned vs. actual. The user can playback a portion of a day or the entire day for a more detailed analysis. Aerial views can be displayed and route data can be exported to Google Earth. Since both planned and actual driving paths display on the map a user can also identify directional inconsistencies. Standard reports corresponding to the vehicle events capture history for a day or a range of days.



Security – The Security module is used to control access and privileges to the application, screens and functionality. Security can be defined for individuals, groups of individuals or vehicle groups. Vehicle groups control the group of vehicles that display when a user accesses the Vehicle Positions screen. This is helpful when multiple contractors provide service to the school district and have access to the VEO AVL application.



Reporting - The reports module uses Crystal Reports. Using Crystal Reports combined with our VEO platform makes report generation and formatting very easy, with a variety of standard reports readily available and easily accessed. In addition to Crystal Reports, a query tool is available from inside the application so custom and ad-hoc reports can be generated on the fly. Reports can be saved in a variety of formats such as PDF, MSWord and Excel.

The flexible, customizable reporting tools within VEO Transportation will provide all reports as outlined in your Scope of Work:

- Bell time adherence
- Maximum transit time adherence
- Student information by stop assignment by route and day of week
- Bus route (stop/student) manifest and schedules
- Detailed route sheets with turn by turn directions and stops by route
- Produce maps of individual or multiple routes
- Produce cost calculations (driver/vehicle/time) by route
- Student ineligibility report
- Student changed address report
- Student route/run bus capacity report
- Route/Stop audit route report for tracking changes
- Tiered route generation reports with driver/route/bus/times

VEO MOBILE DEVICE TERMINAL (MDT)

A GPS based on-board terminal with a color screen (8" or 10") which used in conjunction with VEO Transportation and VEO AVL truly creates an Integrated Transportation System (ITS). Our ITS is a fully integrated solution that allows your transportation organization to plan your 'Scheduled Runs' each day using VEO Transportation, wirelessly transfer those 'Scheduled Runs' to the on-board VEO MDT and monitor each vehicle in real time through our VEO AVL dispatching software.

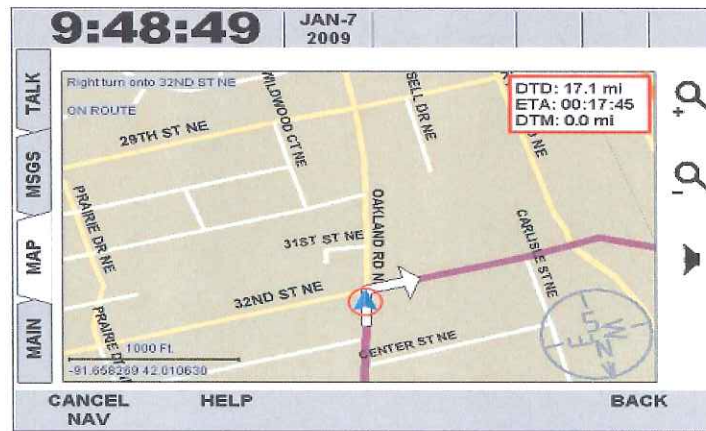
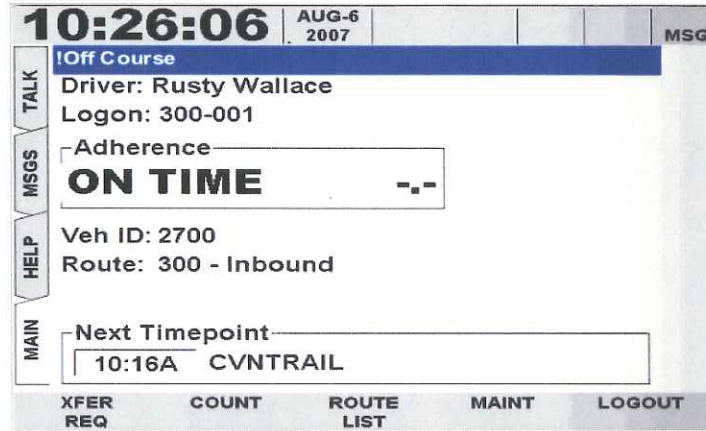
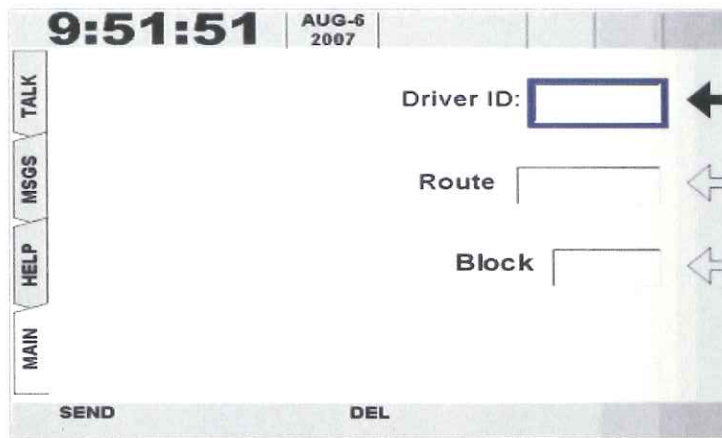
This completely integrated solution ensures your map, and specifically the safe and effective runs created in VEO Transportation, are the exact runs that drivers will be viewing and driving. This solution also eliminates the need for printed 'Run Sheets' for the drivers.

The MDT device by itself provides transportation managers with real-time interaction between the vehicle fleet and dispatch center for safer and more efficient operations. MDTs also help ensure control and accuracy with an onboard information and communication system.

Benefits

- Improving driver communication
 - Quick and clear communication between transportation office and drivers helps improve efficiency. Real-time updates and messaging to and from the vehicle means no more waiting and wondering. A clear color screen is designed to work in day and night situations.
 - An Audio prompt lets operators know when a message is available. No need for extensive and time consuming text entry — one touch responses allow operators to concentrate on the route, not the keyboard.
- Improving on-time performance
 - The driver terminal shows route performance to the driver. The driver can adjust his waiting times and knows exactly when to leave in order to meet adherence targets. Map navigation and turn-by-turn directions help experienced and new drivers navigate their safe routes with confidence and efficiency.
- Single log on
 - Designed for a 'single log-on,' the MDT allows drivers to not only log-on to the CAD AVL system, but also all integrated ancillary equipment onboard the vehicle. Rather than using a traditional key pad, an optional swipe card is available for drivers to utilize during system log-on.
 - Durable and functional, the MDT is specifically designed for vibration, climatic and harsh operating conditions that a school bus may endure.





TRAPEZE MOBILE TRACKING (TMT):

Each trapeze mobile tracking is an all-in-one bar code/Rfid scanning unit. These devices can be made with GPS cellular modem to serve as an all-in-one unit or without a cellular modem to be used with our MDT which then serves as the GPS modem unit.

The TMT scanner can be configured to work with and student ID that has a printed 1D bar codes on it, a printed 2D QR code or and RFID that contains NFC technology.

The TMT includes a screen that can display student information (including route information and eligibility) as well as a visual and audio alert. The alert indicates an acceptable scan (eligible rider on the appropriate bus) or an unacceptable scan (eligible rider on wrong bus or ineligible rider.)

- 1D bar code:



- 2D QR code:



- NFC RFID



3 inch screen displaying student information.



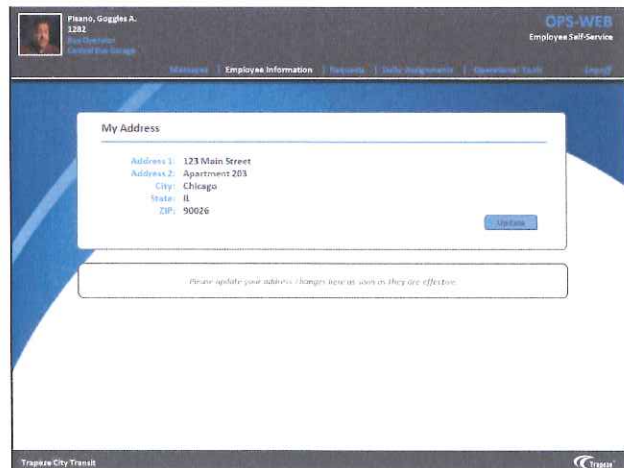
Below is the student ridership view in our VEO AVL:

Rider Info -- Webpage Dialog																																
Rider	MAIN 6:11 6:11 6:11	MAIN 6:11 6:11 6:11	MAIN 6:11 6:11 6:11	276-280 NEW	17 BRUSHY RIDGE RD	25 RIVER ST	RIVER ST & CHARLES	335 SMITH RIDGE RD	579-603 SMITH	109 MICHIGAN	35 JOHN MARSHALL	MICHIGAN RD &	372-374 MICHIGAN	380 MICHIGAN	LUKES WOOD RD &	347 LUKES WOOD RD	1394-1396 SMITH	1360 SMITH	SMITH RIDGE RD &	SMITH RIDGE RD &	SMITH RIDGE RD &	77-85 LOCUST	166 FOREST ST	138 FOREST ST	FOREST ST & HILLSIDE	7:10 SUMMER ST & VITT ST	7:12 HOWT ST & EMAPLE ST	7:23 SAXE	7:23 REGULAR			
Time	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11	6:11		
On Board	0	0	0	0	0	1	2	3	4	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5		
Picked Up	0	0	0	0	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Dropped Off	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
int Steven Ouellette																																
int Thomas Gilio																																
int Anna-Birgitta Sotirhos																																
int Andrew Cronin																																
int Anne Greer																																
int Nicholas Gilio																																
int Julia Gjertsen																																

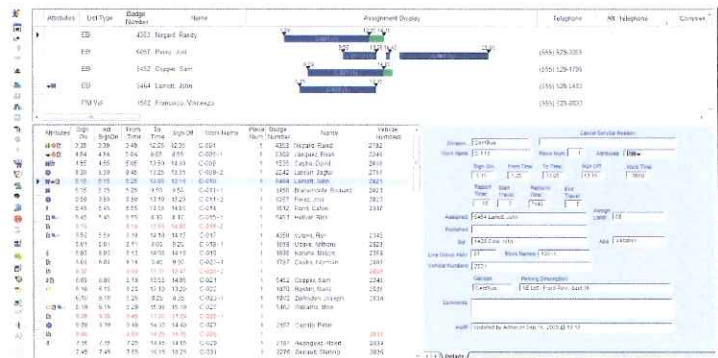
TRAPEZE OPS:

Key Benefits

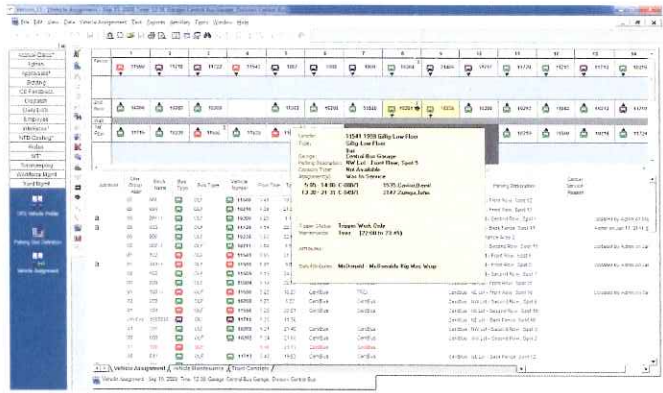
1. **Increases productivity** by automating or simplifying many labor-intensive operational tasks and dispatcher efficiency with day-to-day management tools.



2. **Reduces and manages costs** by automating work assignments while supporting union and organization rules, and enables staff to handle updates to operator and vehicle information in real time.



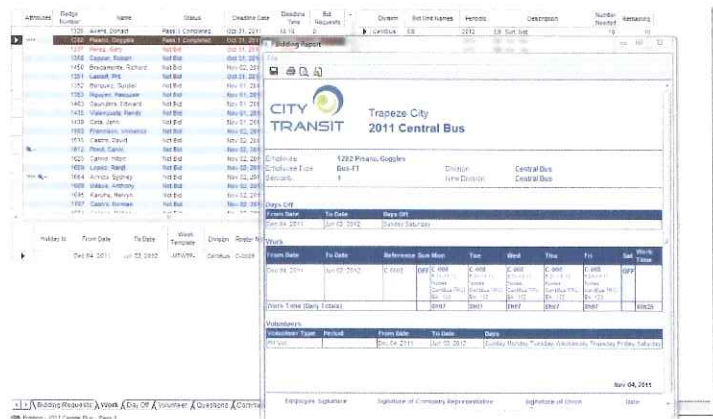
3. Protects and maximizes the value of your organization's costly fleet with adaptable vehicle and yard management tools.



4. Supports accurate employee records, including seniority, absences, vacations, incidents, accidents, and administrative actions and provides deployment flexibility through a thin-client architecture.



5. Integrates operations management with scheduling and planning sources, commendation/complaint, third-party payroll, human resources management, and other applications and data sources. An integrated system that increases the value of IT investments as well historical data.



TRAPEZE OPS: FEATURE DESCRIPTION

1. BIDDING

BID is a module of Trapeze OPS, Trapeze's modular Operations Management solution. BID automates bid configuration and the bidding process. In conjunction with Trapeze's Workforce Management module, BID enables users to record, report, and closely manage work assignment and to respect all rules of the organization.

Benefits

- Guides you through each step using the Bid Configuration Wizard to configure a new bid including the process of establishing quotas for day off limits, daily and weekly leaves, sizing and distribution of the spare list and vacation relief boards
- Supports a mix of work bidding styles including cafeteria, rosters, day off relief, vacation relief and holiday, and leave selection
- Supports multi-pass bidding options for day off relief and vacation relief employees
- Ensures union and organization rules, with respect to the bidding of work assignments, are enforced
- Ensures employee bid wizard operators bid in order and that their bid selection is complete – even if the bid is cross-divisional
- Enforces user-defined work assignment validation to ensure adequate daily rest, and enforce maximum daily and cumulative duty and drive time limits
- Creates the initial list of employees automatically who will be participating in the bid based on your organization's rules; facilitates the modification of the employee bid list by a secured user
- Automates the generation of bidding timetables so your employees know when it is their time to participate in the bidding process

Attributes	Badge Number	Name	Status	Deadline Date	Deadline Time	Bid Requests	Division	Bid Unit Names	PeriodId	Description	Number Needed	Remaining
	1228	Akers, Donald	Pass:1 Completed	Oct 31, 2011	18:10	0	CentBus	EB	2012	EB: Sun, Sat	10	10
	1282	Pisano, Goggles	Pass:1 Completed	Oct 31, 2011								
	1337	Perez, Gary	Not Bid	Oct 31, 2011								
	1359	Copper, Robert	Not Bid	Oct 31, 2011								
	1459	Bracamonte, Richard	Not Bid	Nov 02, 2011								
	1351	Lamott, Prit	Not Bid	Oct 31, 2011								
	1352	Borquez, Gurdial	Not Bid	Nov 01, 2011								
	1353	Nguyen, Pasquale	Not Bid	Nov 01, 2011								
	1403	Saunders, Edward	Not Bid	Nov 01, 2011								
	1435	Valenzuela, Randy	Not Bid	Nov 01, 2011								
	1439	Cota, John	Not Bid	Nov 01, 2011								
	1507	Francisco, Vincenzo	Not Bid	Nov 02, 2011								
	1535	Castro, David	Not Bid	Nov 02, 2011								
	1812	Pond, Calvin	Not Bid	Nov 02, 2011								
	1925	Carno, Milton	Not Bid	Nov 02, 2011								
	1859	Lopez, Ranil	Not Bid	Nov 02, 2011								
	1064	Arvizu, Sydney	Not Bid	Nov 02, 2011								
	1869	Udave, Anthony	Not Bid	Nov 02, 2011								
	1695	Kanube, Melvyn	Not Bid	Nov 02, 2011								
	1787	Castro, Norman	Not Bid	Nov 02, 2011								

From Date	To Date	Days Off
Dec 04, 2011	Jun 02, 2012	Sunday, Saturday

From Date	To Date	Reference	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Work Time
Dec 04, 2011	Jun 02, 2012	C-0000	OFF	C-008 5:01-13:13 Notes: CentBus-TRCI Bk: 123	C-008 5:01-13:13 Notes: CentBus-TRCI Bk: 123	C-008 5:01-13:13 Notes: CentBus-TRCI Bk: 123	C-008 5:01-13:13 Notes: CentBus-TRCI Bk: 123	C-008 5:01-13:13 Notes: CentBus-TRCI Bk: 123	OFF	40h35

Volunteer Type	Period	From Date	To Date	Days
PH Vol		Dec 04, 2011	Jun 02, 2012	Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday

Employee Bidding Screen

Features

PASCO County Agreement

Bid Configuration

- Supports volunteer list creation, waiver recording, work preferences, employee banked time elections and operator surveys
- Establishes operational quotas for a new bid, or copies them from a previous bid
- Generates a bidding timetable for the employees participating in the bid
- Supports alternating period work selections within a signup
- Delivers flexible, detailed parameter settings making bidding highly configurable to accommodate evolving bidding rules, including differences between divisions and work groups

Employee Bidding

- Records operator's work selections utilizing cafeteria style or rosters, depending on your organization's policies
- Includes work from MapNet and OPS-created extra work
- Creates bids for regular work, optional work, time off, etc. with the help of the Employee Bid Wizard, which provides prompts to ensure that all required selections are recorded
- Restricts the work that can be selected based on the employee's qualifications based on vehicle type and/or the type of work
- Prints a pick slip which confirms the employee's work selection
- Views the employee's previous bid period selections
- Allows the viewing and filtering of open assignments and days off on the employee self-service screen, via the operator's preferences

WorkPlanner™

- Creates Post-bid Assignment Changes using the WorkPlanner
- Manages long-term operator assignments and absences
- Performs short-term exchanges such as day off and work trades
- Performs future hold-downs of employees with a long-term absence
- Views work details for all bid and open work
- Delivers WorkPlanner features such as an intuitive, calendar-style interface and drag-and-drop technology

Division	Badge	Seniority	Name	Week Starting November 6, 2011							Week Starting November 13, 2011								
				Fri 04	Sat 05	Sun 06	Mon 07	Tue 08	Wed 09	Thu 10	Fri 11	Sat 12	Sun 13	Mon 14	Tue 15	Wed 16	Thu 17	Fri 18	Sat 19
CentBus	2304	105	Acuna, James	C-062	off	off	C-062	C-062	C-062	C-062	C-062	off	off	C-062	C-062	C-062	C-062	C-062	off
CentBus	1325	3	Akers, Donald	C-002	off	off	C-002	C-002	C-002	C-002	C-002	off	off	C-002	C-002	C-002	C-002	C-002	off
CentBus	2194	95	Al-Amin, Derek		off	off						off	off						off
CentBus	2163	58	Arrelli, Clarence	off	C-006	C-001	C-028	C-028	C-028	off	off	C-009	C-001	C-028	C-028	C-028	off	off	C-008
CentBus	1664	23	Arvizu, Sydney	C-017	C-036	C-014	C-017	off	off	C-017	C-017	C-036	C-014	C-017	off	off	C-017	C-017	C-036
CentBus	4281	79	Biazor, Wyatt	C-938	C-913	Workers	Workers	Workers	Workers	Workers	Workers	Workers	Workers	Workers	Workers	Workers	Workers	Workers	Workers
CentBus	1552	8	Borquez, Gurdial	C-913	off	off	C-006	C-006	C-006	C-013	C-013	off	off	C-006	C-006	C-006	C-013	C-013	off
CentBus	5461	504	Borquez, Peter		EB	off	off					EB	off	off					EB
CentBus	1450	13	Bracamonte, Richard	C-011	off	off	C-011	C-011	C-011	C-011	C-011	off	off	C-011	C-011	C-011	C-011	C-011	off
CentBus	5460	511	Bracamonte, Stephen				off	off											
CentBus	1625	21	Carrino, Hilton	C-015	off	off	C-015	C-015	C-015	C-015	C-015	off	off	C-015	C-015	C-015	C-015	C-015	off
CentBus	2157	55	Carrillo, Peter	C-029	C-027	off	off	C-027	C-027	C-029	C-029	C-027	off	off	C-027	C-027	C-029	C-029	C-027
CentBus	1535	17	Castro, David	C-005	off	off	C-013	C-013	C-013	C-005	C-005	off	off	C-013	C-013	C-013	C-005	C-005	off
CentBus	1107	28	Castro, Norman	C-920	off	off	C-020	C-020	C-020	C-020	C-020	off	off	C-020	C-020	C-020	C-020	C-020	off
CentBus	2103	51	Coleman, William	off	C-004	off	C-025	C-004	C-004	C-005	off	off	off	C-025	C-004	C-004	C-004	off	C-004
CentBus	1350	6	Copper, Robert	C-004	off	off	C-004	C-004	C-004	C-004	C-004	off	off	C-004	C-004	C-004	C-004	C-004	off
CentBus	5452	502	Copper, Sam	EB	off	off	EB	EB	EB	EB	EB	off	off	EB	EB	EB	EB	EB	off
CentBus	1439	12	Cola, John	C-010	off	off	C-010	C-010	C-010	C-010	C-010	off	off	C-010	C-010	C-010	C-010	C-010	off

Division	Work Type	Work Sub	Work Name																
CentBus	Run	AM	C-001																
CentBus	Run	AM	C-003	C-001															
CentBus	Run	AM	C-004																
CentBus	Run	AM	C-005	C-005	C-005	C-005	C-005	C-005	C-005	C-005									
CentBus	Run	AM	C-006																
CentBus	Run	AM	C-007	C-007															
CentBus	Run	AM	C-007																
CentBus	Run	AM	C-008																
CentBus	Run	AM	C-009	C-009															
CentBus	Run	AM	C-009																
CentBus	Run	PM	C-010	C-010															
CentBus	Run	PM	C-011	C-011															
CentBus	Run	AM	C-012	C-012	C-012	C-012	C-012	C-012	C-012	C-012									
CentBus	Run	PM	C-013	C-013															

WorkPlanner Screen

2. DAILY DISPATCH

Dispatch automates daily processes surrounding the daily assignment of employees. These processes include the creation of unscheduled work, identification of open work, employee list (spares and/or overtime volunteers) rotation, and open work assignment. The Daily Dispatch module also includes features required to support the various operational events that can occur on a daily basis. This includes absences, accidents, incidents, work manipulation and reassignment, and extra pay recording.

Benefits

- Creates work assignments that supplement the regular service
- Determines the day's exceptions automatically, which are triggered by employee absences, expired driver licenses or qualifications, and work assignment rule violations
- Automates spare and volunteer list rotation and open work assignment and enforces your work assignment rules and policies
- Identifies open work and available operators easily using filtering and/or color-coding
- Identifies work that is at risk of not being performed
- Provides tools to modify the work assignments to reflect the operational realities

Features

- Creates unscheduled daily work including extras, training classes, union business and light/modified duties
- Activates daily schedules one or more days in advance in order to incorporate all exceptions to preset assignments; this includes any service exceptions defined in scheduling
- Facilitates common tasks, including, monitoring operator absences and open work, assigning operators to that open work, editing work times, cancelling work and splitting/un-splitting work
- Streamlines and audits the assignment of open work using the Suggest Work, Suggest Employees and the Work Assignment Assistant tools
- Monitors and processes employee activities like Absences, Incidents, Accidents and Extra Pay
- Full audit trails ensure you have the access to all work assignment history

List Type	Badge Number	Name	Assignment Display				Telephone	Alt. Telephone	Comments	Days Off
EB	4351	Down, Taylor	4:15	8:25	13:27	15:27				Sun,Sat
EB	4352	Kelly, Bruce	4:15	9:34	12:00	15:20	(555) 524-5797			Sun,Mon
EB	4353	Negard, Randy	4:45	8:37	11:00	14:09				Sun,Mon
EB	5466	Lopez, Simon	4:45	13:35	15:24	22:05	(555) 529-8833			Sun,Sat
EB	6057	Perez, Joel	4:54	13:35			(555) 529-3059			Sun,Sat
EB	5452	Copper, Sam	4:59	13:35			(555) 529-1798			Sun,Sat

Attributes	Sign On	Act. Sign On	Sign On Location	Sign Off	Work Name	Piece Num	Badge Number	Name
	3:35	3:38	CentBus	12:35	C-001	1	1282	Risano, Goggles
	3:54	3:54	CentBus	12:50	C-002	1	1326	Akers, Donald
	4:16	4:16	CentBus	9:55	C-072	1	4351	Down, Taylor
	13:27	13:27	20HA	15:47	C-072	2	4351	Down, Taylor
	4:19	4:19	CentBus	9:34	C-073	1	4352	Kelly, Bruce
	12:30	12:30	GU16	15:50	C-073	2	4352	Kelly, Bruce
	4:24	4:24	CentBus	13:35	C-063	1	6057	Perez, Joel
	4:35	4:35	CentBus	13:35	C-004	1	1350	Copper, Robert
	4:45	4:45	CentBus	9:22	C-074	1	4353	Negard, Randy
	11:30	11:30	TRCI	14:56	C-074	2	4353	Negard, Randy
	4:53	4:53	CentBus	13:25	C-065	1	5452	Copper, Sam
	4:54	4:54	CentBus	14:05	C-008	1	1538	Castro, David
	4:55	4:55	CentBus	13:55	C-007	1	1353	Nguyen, Pasquale
	4:55	4:55	CentBus	14:00	C-005	1	1929	Ylarralde, William
	5:09	5:09	CentBus	13:26	C-009	1	1435	Valenzuela, Randy
	5:09	5:09	CentBus	12:00	C-075	1	1879	Rankin, Mario
	14:25	14:25	TRCI	16:38	C-075	2	1879	Rankin, Mario
	5:15	5:15	CentBus	13:15	C-010	1	1439	Cota, John
	5:15	5:15	CentBus	13:20	C-011	1	1450	Bracamonte, Richard
	5:15	5:15	CentBus	8:22	C-095	1	5471	Cota, Ronald L.
	5:21	5:21	CentBus	11:40	C-076	1	1689	Udave, Anthony
	13:25	13:25	TRCI	15:49	C-078	2	1689	Udave, Anthony
	5:24	5:24	CentBus	8:25	C-077	1	5464	Lamott, John
	12:30	12:30	TRCI	17:05	C-077	2	5464	Lamott, John

Division: CentBus

Work Name: C-004

Sign On: 4:35 From Time: 4:45 To Time: 13:25 Sign Off: 13:35 Work Time: 9:00

Report Time: 10 Start Travel: 0 Platform: 2 End Travel: 5

Assigned: 1350 Copper, Robert

Published: 1350 Copper, Robert

Line Group Abbr: 01 Block Names: 101

Vehicle Numbers: 3820

Garage: CentBus Parking Description: RW Lct - Front Row, Spot 3

Comments:

Audit:

Daily Activity Screen

3. TIMEKEEPING

Timekeeping uses the information already prepared in the bidding and dispatch modules, this process will automatically apply your custom-configured timekeeping rules and generate the detailed timekeeping transactions. Once audited, these transactions are posted and made available for importing into the OTL system.

Benefits

- Applies your organization's pay rules automatically against daily information to produce accurate timekeeping transactions
- Automatically apply changes to an employee's pay rate when they change progression steps or work in alternate job classifications
- Generates the labor distribution transactions associated with each timekeeping record
- Drills down from summarized payroll transactions to see detailed dispatch information and/or timekeeping transactions
- Quick access to an employee's activities provides the timekeeper with the information they need to validate the payroll
- Quickly validate the timekeeping transactions using user-defined alerts/filters
- Provides built-in audit controls to record user, date/time information for each manually adjusted transaction.
- Posts transactions to your payroll system to eliminate manual entry.

Features

- Dispatch data can be locked prior to timekeeping to ensure the source information remains static
- Converts daily dispatch data into pay data automatically using your organization's pay rules to accurately cost daily assignments, absences, exceptions, vacations, etc
- Makes auditable, annotated manual adjustments to employee pay after the pay data has been calculated
- Build timekeeping alerts to automatically identify timekeeping exceptions
- Views summarized transactions by week and drill-down to detailed timekeeping transactions and dispatch information
- Includes Timekeeping transactions for pay rate, dollars and labor distribution information
- Supports export of timekeeping data to a third-party payroll system for fulfillment
- Generates reports for your payroll, general ledger and budget systems. Reports detail information about absences, and pay types, including regular, holiday, intervening, extra, overtime, and guarantees

Badge:	Pay Code	Job Class	SUN	MON	TUE	WED	THU	FRI	SAT	Period	Weekt	Weekt	SUN	MON	TUE	WED	THU	FRI	SAT	Period	Week2	Week2	Total	Total
			Aug30	Aug31	Sep01	Sep02	Sep03	Sep04	Sep05				Sep06	Sep07	Sep08	Sep09	Sep10	Sep11	Sep12					
2210	1013-ST-Platform Time	Coach		7h45	7h45	7h45	7h45	7h45			38h45	\$882.14		7h45	7h45	7h45	7h45	7h45			38h45	\$882.14	77h30	\$1764.2
Ebert,D	1014-OT-Premium Overtime	Coach		1	1	1	1	1			5	\$2.85		1	1	1	1	1			5	\$2.85	10	\$5.6
	1015-ST-Report Time	Coach		10	10	10	10	10			50	\$18.97		10	10	10	10	10			50	\$18.97	1h40	\$37.6
	1020-ST-Travel On	Coach		5	5	5	5	5			25	\$9.49		5	5	5	5	5			25	\$9.49	50	\$18.6
	TOTAL			8h01	8h01	8h01	8h01	8h01			40h06	\$913.45		8h01	8h01	8h01	8h01	8h01			40h05	\$913.45	8h10	\$1826.2
2270	1013-ST-Platform Time	Coach		8h54	8h54	8h54	7h45	7h45			35h12	\$824.09		8h54	8h54	8h54	7h45	7h45			35h12	\$824.09	72h24	\$1648.1
Eison,L	1014-OT-Premium Overtime	Coach					1h08	1h08			2h16	\$77.40					1h08	1h08			2h16	\$77.40	4h32	\$154.0
	1015-ST-Report Time	Coach		10	10	10	10	10			50	\$18.97		10	10	10	10	10			50	\$18.97	1h40	\$37.6
	1020-ST-Travel On	Coach		5	5	5	5	5			25	\$9.49		5	5	5	5	5			25	\$9.49	50	\$18.6
	1033-ST-Piece Guarantee	Coach		51	51	51					2h33	\$58.85		51	51	51					2h33	\$58.85	5h06	\$116.1
	TOTAL			8h00	8h00	8h00	9h08	9h08			42h16	\$988.90		8h00	8h00	8h00	9h08	9h08			42h16	\$988.90	8h10	\$1976.6
4280	1013-ST-Platform Time	Coach		7h35	7h35	7h35	7h35	7h35			37h55	\$863.17		7h35	7h35	7h35	7h35	7h35			37h55	\$863.17	75h50	\$1726.3
Fawcett,R	1015-ST-Report Time	Coach		10	10	10	10	10			50	\$18.97		10	10	10	10	10			50	\$18.97	1h40	\$37.6
	1020-ST-Travel On	Coach		5	5	5	5	5			25	\$9.49		5	5	5	5	5			25	\$9.49	50	\$18.6
	1025-OT-Stand-by	Coach									0.00					4h00					4h00	\$136.59	4h00	\$136.6
	1033-ST-Piece Guarantee	Coach		10	10	10	10	10			50	\$18.97		10	10	10	10	10			50	\$18.97	1h40	\$37.6
	TOTAL			8h00	8h00	8h00	8h00	8h00			40h00	\$910.60		8h00	8h00	12h00	8h00	8h00			44h00	\$1047.10	8h00	\$1957.7
2138	1029-ST-Weekly Guarantee	Coach									40h00	\$910.60									40h00	\$910.60	80h00	\$1821.2
Flores,D	TOTAL										40h00	\$910.60									40h00	\$910.60	80h00	\$1821.2
2293	1007-ST-Travel Off	Coach			5	5					10	\$3.79			5	5					10	\$3.79	20	\$7.6
Flores,R	1013-ST-Platform Time	Coach		7h35	7h35	7h45	7h45	7h35			38h15	\$870.26		7h35	7h35	7h45	7h45	7h35			38h15	\$870.26	76h30	\$1741.6
	1014-OT-Premium Overtime	Coach				1h11	1h11				2h22	\$80.82				1h11	1h11				2h22	\$80.82	4h44	\$161.6
	1015-ST-Report Time	Coach		10	10	10	10	10			50	\$18.97		10	10	10	10	10			50	\$18.97	1h40	\$37.6
	1020-ST-Travel On	Coach		5	5	5	5	5			25	\$9.49		5	5	5	5	5			25	\$9.49	50	\$18.6
	1033-ST-Piece Guarantee	Coach		5	5						10	\$3.79		5	5						10	\$3.79	20	\$7.6
	TOTAL			8h00	8h00	9h11	9h11	7h50			42h12	\$987.62		8h00	8h00	9h11	9h11	7h50			42h12	\$987.62	8h24	\$1976.2
<p>2 Timekeeping Alerts</p> <p>Sep 05, 2009 - This employee has less than 8h00 pay hours on their Regular Work Day.</p> <p>Sep 12, 2009 - This employee has less than 8h00 pay hours on their Regular Work Day.</p>																								
2060	1013-ST-Platform Time	Coach		7h45	7h45	7h45	8h50	8h50			38h55	\$840.41		7h45	7h45	7h45	8h50	8h50			38h55	\$840.41	73h50	\$1680.6
Forster,J	1014-OT-Premium Overtime	Coach		1h20	1h20	1h20					4h00	\$136.59		1h20	1h20	1h20					4h00	\$136.59	8h00	\$273.1
	1015-ST-Report Time	Coach		10	10	10	10	10			50	\$18.97		10	10	10	10	10			50	\$18.97	1h40	\$37.6
	1020-ST-Travel On	Coach		5	5	5	8	8			31	\$11.76		5	5	5	8	8			31	\$11.76	1h02	\$23.6
	1033-ST-Piece Guarantee	Coach					52	52			1h44	\$38.46					52	52			1h44	\$38.46	3h28	\$78.6

Weekly Timekeeping Summary Screen

3. WORKFORCE MANAGEMENT

The Workforce Management module contains a variety of tools used to monitor and apply your organization's policies with respect to employee activities including accidents, incidents and absences. This module is also integrated with the Trapeze COM product to capture customer complaints and commendations.

Benefits

- Monitors the activities and performance of employees, including absences, incidents, and accidents
- Manages accidents, work incidents and employee incidents
- Applies your organization's step discipline policies consistently to assist with the management of your workforce
- Tracks investigative and administrative actions, as well as grievances
- Generates random lists for drug and alcohol testing
- Employee information is available quickly – including supporting attachments

Features

- Tracks absence patterns and occurrences; absences are presented in a calendar format for easy pattern recognition
- Manage FMLA Certifications and Entitlements
- Records incident details including authority information, parties involved and witness information
- View historical incident locations on a map
- Records employee-related and work-related incident details
- Attach sound files, documents, images to absence, incident and discipline events
- Tracks investigative and administrative actions, as well as grievances
- Applies hour-based, point-based or occurrence-based performance/discipline; based on your policies, the appropriate recommended action can be applied
- Generate and display weekly statistics for manpower availability, extraboard/volunteer utilization, operational events and scheduled hours variances
- Generates random lists for drug and alcohol testing



4. REPORTING

Reporting is a key element of the Operations Management solution that supports the dissemination of valuable operational data within your organization.

Features

Supports both current and historical reporting through parameter-driven reports

Reconfigures standard reports to formats that better suit particular tasks and organizations

Creates ad hoc reports using the Report Wizard. Reports can be developed using SQL query, Crystal Reports, and ASCII text

Transfers data to and from other commercial applications using cut-and-paste functionality

EXHIBIT C
SERVICES SUMMARY

Services:

1) Trapeze will convert district provided map shape files to the VEO format	\$1,000
2) Trapeze will configure the student census download procedure, adjust the parse tables, and load the initial student census file	\$1,000
3) Trapeze will install the VEO Transportation software	\$1,000
4) Trapeze will configure and install the VEO InfoShare software	\$1,000
5) Trapeze will install the VEO AVL Software	\$1,000
6.) Trapeze will perform 8 days of training for the VEO Transportation and VEO AVL software @\$1,000 per day	\$8,000
7) Trapeze will provide training in a "Train the Trainer" format on the installation of the GPS Hardware 5 days @ \$1,050 per day	\$5,250
8) Trapeze will perform Trapeze OPS project management services 5 days @ \$1,200 per day	\$6,000
9) Trapeze will perform an Operational Review for Trapeze OPS 5 days @ \$1,200 per day	\$6,000
10) Trapeze will perform Trapeze OPS Installation services 2 days @ \$1,200 per day	\$2,400
11) Trapeze will perform data conversion /development – one load of current employee / demographic info 3 days @ \$1,200 per day	\$3,600
12) Trapeze will perform Onsite Testing of OPS Application software 4 days @ 1,200 per day	\$4,800
13) Trapeze will perform the following Training for Trapeze OPS software @ \$1,200 per day:	
• Ancillary Data Configuration (4 days)	\$4,800
• Bidding Training (4 days)	\$4,800
• Dispatch (8 days)	\$9,600
• Timekeeping Training (2 days)	\$2,400
• Workforce Management Training (4 days)	\$4,800
• Timekeeping Rule Configuration (10 days)	\$12,000
• Go Live Support (5 days)	\$6,000
• Off-Site During Project (5 days)	\$6,000
• OPS Custom Contingency (5 days)	\$6,000

Total Price for Services

\$97,450

Hardware:

Trapeze will provide 440 Trapeze VEO GPS Student Tracking Ridership with Smart Touch Mobile Data Terminals with Trapeze Mobile Tracking Units @ \$2,210 each

\$972,400

Notes:

1. All Services will be billed as each task is completed.
2. Trapeze Equipment will be invoiced when Trapeze Equipment is shipped to the County. County may stage deliveries of equipment in fifty or more units in order to facilitate the orderly installation of the equipment by County. County will provide a delivery date range (not earlier than, not later than) for each staged order. The final staged order may be for less than fifty units if the balance of the 440 units to be installed is less than 50 units.
3. The on-site Trapeze Equipment installation training services will be based on actual days required to complete the training. The daily rate for training is @ \$1,050 per 8 hour day per Trapeze Installation Technician

4. Travel expenses associated with any training or installation visit to the County's facilities are the responsibility of the County and will be invoiced along with copies of receipts. Estimated travel expenses will be supplied by Trapeze and approved by the County prior to a trip or on-site visit.
5. All prices are stated in US Dollars.
6. Trapeze Equipment price includes mounting brackets, wiring, and all parts required to install.
7. County is responsible for cellular data plan and cards for ridership scanning.
8. County is required to provide SQLServer database for use with Trapeze Software.
9. County will provide map shape files for the area covering district. Third party map sources are available from Trapeze for an additional fee.

Statement of Work **Trapeze OPS Deployment**

The following information defines the implementation services to be provided by Trapeze for the Trapeze OPS-CAD Module as well as the effort that will be required from the Licensee's staff and resources.

Unless otherwise indicated, Trapeze will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as mutually defined by Trapeze and County. Any special requirements will be considered a Change Order and processed through the Trapeze standard Change Order system as stated in the Agreement.

OVERVIEW

The following information defines the services to be provided to County by Trapeze for the Trapeze OPS Software implementation project, and the effort that will be required from the County's staff and resources.

The Trapeze OPS Software will be implemented 'off-the-shelf' and will provide the functionality as generally described in Exhibit B and in the most recent Trapeze Software user manual and related Documentation available online at Trapeze website: ohio.mytrapeze.com.

Any additional functionality, reports or interfaces required but not identified within this document will be considered 'out-of-scope' and addressed through the Trapeze Change Order process and may result in additional costs.

In addition, it is assumed the Trapeze OPS-CAD module will take advantage of existing Trapeze infrastructure, data sources and systems unless otherwise stated.

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 Design

Project design will involve a series of meetings and conference calls with County's project team to discuss the following items:

- Existing infrastructure (back office, network, cellular, etc.)
- Current operational environment (policies/procedures) as they relate to the County's Information process.
- Software configuration.
- Testing and Training requirements.
- Finalize project timelines
- Final project plan, test, training and transition strategies.

An Operational Review document will be prepared by Trapeze in conjunction with the County outlining the understanding gained from the above meetings, identifying the deliverables and the timing for implementation of the Trapeze System. In addition, the Operational Review document information will also be obtained by reviewing existing operation rules, interviews with key County staff and review of County Documentation and will include:

- Bidding rules, including type of work to bid, bidding sequence and frequency and generated reports.
- Work rules, including work assignment processing, extraboard rotations and maximum and minimum work times.
- Timekeeping rules, existing and new absence, work and pay codes and how the Trapeze OPS Software. Timekeeping will apply them for operators.
- For development of more complex timekeeping rules, the OR will provide business case examples defining how operators are paid.

The County will be provided a draft of the Operational Review document to comment on. The second Operational Review document delivered will be the final document, unless otherwise agreed upon. The Trapeze Project Manager (TPM) will coordinate a meeting with the County's project team to review the initial responses to the document within five (5) days after delivery by Trapeze.

Individual Product Specific Requirements

Trapeze will implement the following OPS modules for County for this project:

- Bidding
- Dispatching
- Timekeeping
- Workforce Management

Software Installation

Back Office

Trapeze will remotely install the Trapeze Software on the County's computer network. The Trapeze Software will be installed once within the test environment. Trapeze will also provide assistance with transitioning the Trapeze Software to the production environment.

Training

Training provided will be based on Trapeze's standard training agendas. Training sessions will vary in length dependent on topic. The County is expected to participate in the training sessions and complete any required tasks (data development, testing, etc.). It is expected that the County will provide a networked computer for each trainee, connected to the test system. Each session can be attended by up to six (6) County employees.

- Trapeze OPS Bidding
- Trapeze OPS Dispatch
- Trapeze OPS Yard Management
- System Administration

During the operational review, the number of days for each phase will be fine-tuned and set forth in the Operational Review document.

In addition to training, Trapeze will provide County one (1) hard copy and one (1) digital copy of all available user manuals. County is free to create copies of the manual for their users. Trapeze will also provide printed and electronic material in the form of 'quick reference guides' for certain aspects of the Trapeze System.

Users will also have access to recorded training videos and online sessions provided through mytrapeze.com, as described in our standard support Documentation.

County's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review document.

Ideal training environments include:

- Networked computer for each trainee, connected to the test system
- White board and markers
- LCD projector

If the items above are not available, Trapeze will work with County to identify alternative arrangements.

Note: County is free to record any training provided by Trapeze to be used solely for County's internal training purposes.

Trapeze Off-Site Services

Trapeze will provide Project Management and Off-Site Support services. These services will include

- The TPM will provide bi-weekly reports to County's PM. These reports will be based on Trapeze standards and will include: project team information, current status and next steps.
- For the duration of the implementation the Trapeze technical product expert will be available for consultation off-site via phone or email.

Project Management

The TPM will coordinate all project efforts between Trapeze and the County. The TPM will be responsible for ensuring that project requirements are communicated and understood and milestones are met. The TPM is the key point of contact for the Trapeze System implementation and is responsible for project schedules, resource allocation and issue management.

Timekeeping Rule Configuration

Trapeze will build the timekeeping rules based on the Operational Review document.

Installation

The Software modules will be installed once in the test environment. Once User Acceptance testing has been completed, Trapeze will assist the County with the migration of the Software modules to the production environment.

Acceptance Testing

The final phase of the project will be acceptance testing. This involves the County utilizing the Software modules in the test environment to ensure that the Software modules respond accurately to users input and that the features and functions of the Trapeze System work correctly.

Trapeze estimates County's user acceptance testing for this project will occur and be completed in approximately two (2) weeks.

In order to confirm timekeeping, the County is required to ensure information is accurate in both the County's existing system and Trapeze-OPS (daily dispatch). This can be performed in parallel (*i.e.* update both systems at the same time) or after the fact (update Trapeze-OPS at the end of the day or pay period). Accurate data in Trapeze-OPS is defined as:

- All assignment information (regular and extra board) is entered into Trapeze OPS Software
- Sign-On and Offs
- Split Runs
- All absences recorded
- Extra Work (above and beyond schedule or extra board)
- Extra Pay

Once this information is collected in Trapeze OPS Software and has been verified as accurate by County, the information will be forward to Trapeze. In addition, the report employed from the existing system (source of reference) will be provided to Trapeze.

At this point, Trapeze will compare the pay transactions created by Trapeze-OPS and those provided in the source documents. Any differences will be investigated, documented, and corrected.

County's user acceptance testing consists of the County performing a similar review of the information as Trapeze to ensure accuracy.

Support

Support is included in this project. This includes offsite support and production support. Go live support will take place at the County's facility. A Trapeze Technical Product Specialist will be on-site during the production period.

COUNTY'S RESOURCE REQUIREMENTS

The table below identifies the resource requirements for the County.

Resource	Description	Time Dedication	Tasks
County's Project Manager	The project manager coordinates all efforts between County and Trapeze.	20% of time for duration of project.	<ul style="list-style-type: none"> ○ Coordinate the scheduling of all of the County's resources. ○ Coordination of conference calls and meetings, as required. ○ Prepare training facilities. ○ Coordinate training sessions. ○ Coordinate completion of data development. ○ Coordinate completion of user acceptance testing. ○
Subject Matter Expert	Someone with intimate knowledge of Operations	25% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the Operational Review. ○ Participation in all training sessions. ○ Assist County PM with completion of user acceptance testing and data development.
IT Support	?	10% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Procure and configure hardware to a 'Trapeze Ready State' (i.e. operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product's Tech Sheet (where available)). ○ Participate in System Administration training.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> ○ Execute County user acceptance testing.
End Users	County Employees	50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> ○ Participate in end user training.

EXHIBIT D
IMPLEMENTATION SCHEDULE

See attached Schedule for Implementation of OPS, VEO AVL, and VEO Transportation Modules of Trapeze Software

Notes:

- Trapeze does not, in any way, warrant or represent that implementation dates listed are accurate;
- Dates provided in schedule are estimated Target dates;
- Dates are contingent on date of agreement execution and County's decisions with regards to order of implementation.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14
GPS														
Project Management														
Operational Review														
Installation Services														
Data Conversion														
Training														
Testing														
gps Hardware														
Vehicle Survey														
Delivery of installation kits and hardware														
Training of installers														
YEO AVL Software														
Software Installation														
Shipment/Install Installation														
Map Conversion														
Training														
YEO Transportation														
Install YEO Hardware														
Map Configuration														
Support current student data														
Load student data into digital system base tables														
Update real time transportation system and install														
Update real time status for all Trucks														
Update real time status for all Trucks applications.														
Milestone Status Meeting														
Enter school locations, garage locations and associated vehicles														
Enter school attendance and week boundaries														
Enter Mile Safety and Travel Information														
Enter existing bus stops and runs - Note: the number of days may increase or decrease based on route/stop assigned to the activity														
Assign students to bus stops/route/lines														
Training session 1														
Training session 2														

EXHIBIT E
RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

All items returned to Trapeze must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number: (1) The reason for return (as specific as possible), (2) the item(s) part number(s), (3) serial number and (4) Buyer contact. For vehicle installed equipment please provide the (a) vehicle id, (b) vehicle make/model and (c) vehicle year.

RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST

Having received Trapeze approval for the repair, County shall follow the procedure outlined below for equipment needing repair:

County (or authorized representative) has equipment needing repair.

County (or authorized representative) provides to Trapeze: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto www.MyTrapeze.com and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the County (or authorized representative).

County (or authorized representative) shall ship the unit and CRG (County Returned Goods) form to:

Trapeze Software Group, Inc.
5265 Rockwell Dr NE
Cedar Rapids, IA 52402
Attention: RMA Department

Packing

- County (or authorized representative) places all equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. Trapeze will provide non-static bags at County's request. County shall place a copy of the CRG Form, which shall be provided by Trapeze at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. County (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are County's property and must be protected during shipping and through the entire return process.
- Attach the waybill.

Please note:

- Trapeze will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.
- County is responsible for shipping to and from Trapeze on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.

If you have any questions, please contact our County Care Department (cc@trapezegrup.com).

EXHIBIT F
STANDARD HARDWARE AND SYSTEM SOFTWARE

Standard Hardware and System Software

*** The item numbers below replace their corresponding number in the Base configuration ***

Servers - Extra Large Operations

ITEM	RECOMMENDED SPECIFICATION	OPTIMAL SPECIFICATION	QTY
1	Application Server		1
	Dual Core 2.4GHz or higher 6GB RAM or greater (2) 15K 146GB SCSI/SAS Hard Drives (RAID-1) 64 bit PCI-X Array Controller 1000BaseT 32/64 bit PCI/PCI-X Network Card DVD ROM EMC AutoStart high-availability software Microsoft Windows 2008 R2 SP1	Dual/Quad Core Intel Xeon 2.66GHz or higher 8GB RAM or greater (2) 15K 146GB SCSI/SAS Hard Drives (RAID-1) 64 bit PCI-X Caching Array Controller 1000BaseT 64 bit PCI-X Network Card DVD ROM EMC AutoStart high-availability software Microsoft Windows 2008 R2 SP1	
2	Database Server		1
	(2) Dual/Quad Core Intel Xeon 2.66GHz or higher 16GB RAM or greater (2) 10K 146 GB SCSI/SAS Hard Drives (RAID-1) (OS) 64 bit PCI-X Array Controller 1000BaseT 32/64 bit PCI/PCI-X Network Card DVD ROM	(2) Dual/Quad Core Intel Xeon 2.66GHz or higher 24GB RAM or greater (2) 15K 146 GB SCSI/SAS Hard Drives (RAID-1) (OS) 64 bit PCI-X Caching Array Controller 1000BaseT 64 bit PCI-X Network Card DVD ROM	
	Microsoft SQL Server 2008 64bit	Microsoft SQL Server 2008 64bit	
	Microsoft Windows 2008 R2 Enterprise SP1	Microsoft Windows 2008 R2 Enterprise SP1	
3	Shared Storage for Database Server		1
	Fiber-attached storage w/ single controller 6 Gb HBA (1 per server) (2) 15K 146 GB SCSI/SAS Hard Drives (RAID-1) (Logs) (3) 10K 600 GB SCSI/SAS Hard Drives (RAID-5) (Data)	Fiber-attached storage w/ dual controllers 6 Gb HBA (2 per server) (2) 15K 146 GB SCSI/SAS Hard Drives (RAID-1) (Logs) (4) 10K 600 GB SCSI/SAS Hard Drives (RAID-10) (Data)	