

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Transit Services

**BRIEF DESCRIPTION:**

Approving Amendment #1 to Contract 2015-16 with Trapeze Software Group, Inc., to fund software maintenance and upgrades, systems integration and related proprietary software services by adding \$8.5 million to the contract amount for a total contract amount not to exceed \$9 million with no extension to the term of the contract.

**SUMMARY:**

- In 2002, the SFMTA entered into Contract 1185 with the Trapeze Software Group to procure proprietary software and related professional services for an integrated transit scheduling, run cutting, and rostering system with transit operator dispatch and timekeeping functions, which Contract expired in 2012.
- The Trapeze software is critical to SFMTA transit operations to create transit run, vehicle and operator schedules, and to transmit the timekeeping/payroll data for over 2,000 SFMTA employees.
- On September 25, 2014, the Director of Transportation approved the Agreement, Contract 2015-16, between the SFMTA and the Trapeze Software Group for a term of eight years and a contract amount of \$500,000 for software and professional services necessary to maintain and improve the scheduling system and integrate it to other SFMTA systems. The Agreement is a Master Agreement under which the SFMTA may issue purchase orders to Trapeze to maintain the scheduling software, procure maintenance, training, systems integration, and other professional services.
- In September, 2014, the SFMTA issued an initial purchase order for Trapeze software urgently required to integrate schedule data to the new radio system for \$433,181.
- The estimated value of the scheduling software upgrades and maintenance, training, systems integration, and other professional services the SFMTA will require over the term of the Agreement is approximately \$9 million.

**ENCLOSURES:**

1. SFMTAB Resolution
2. First Amendment

**APPROVALS:**

**DATE**

DIRECTOR \_\_\_\_\_ 12/18/14

SECRETARY \_\_\_\_\_ 12/18/14

**ASSIGNED SFMTAB CALENDAR DATE:** January 6, 2015

## **PURPOSE**

Approving Amendment #1 to Contract 2015-16 with Trapeze Software Group, Inc., to fund software maintenance and upgrades, systems integration and related proprietary software services by adding \$8.5 million to the contract amount for a total contract amount not to exceed \$9 million with no extension to the term of the contract.

## **GOAL**

The SFMTA will further the first goal of the Strategic Plan through adoption of the first Amendment to Contract No. SFMTA-2015-16:

Goal 2: Make transit the preferred means of travel.

Objective 2.2 Improve transit performance.

Objective 2.3 Increase use of all non-private auto modes.

## **DESCRIPTION**

The SFMTA uses proprietary Trapeze Software to create transit and work schedules for all of transit operations, including operator shift and run scheduling and payroll calculation, dispatch for bus and rail trips and runs, and vehicle assignment.

On January 11, 2002, the City entered into Contract MR-1185 with Trapeze Software Group in the amount of \$2.9 million to license the Trapeze Software and for related professional services to configure and implement the software and train staff in its use. The 2002 contract provided for software upgrades and maintenance services, but it expired in 2012. The SFMTA requires additional software maintenance services, software upgrades, and related professional services to integrate scheduling data to other SFMTA systems.

In September 2014, the SFMTA needed additional software and related services to integrate data from the proprietary Trapeze software with the new radio system. To avoid delays to projects and obtain more favorable contract terms than could be obtained from entering into multiple contracts with Trapeze, staff negotiated Contract 2015-16 with Trapeze as a Master Agreement.

The scope of the Agreement includes all software maintenance services and upgrades the Agency may require, but it limited the initial contract amount to the Director of Transportation's authority of \$500,000. On September 25, 2014, the SFMTA Director of Transportation approved Contract No. 2015-16, and the SFMTA subsequently issued a purchase order for \$433,181 to obtain the software and services required for the radio system.

Staff prepared this First Amendment to the Master Agreement, to increase the contract amount by \$8.5 million for a total to not exceed \$9 million, which is the estimated value of the foreseeable services and software upgrades that the scheduling system will require. Those services include on-site and remote support for the software, staff training, and assistance integrating scheduling data to other SFMTA systems.

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The Master Agreement will allow the SFMTA to issue as-needed purchase orders to Trapeze for software maintenance, software upgrades, and related professional services. Funds will be certified for each task order issued; Trapeze is not guaranteed the entire value of the contract.

SFMTA staff requests that the SFMTA Board approve the First Amendment to the SFMTA Contract 2015-16 with Trapeze Software Group, Inc., to add \$8,500,000 to the contract amount, for a total contract amount not to exceed \$9,000,000, with no other change to the terms of the agreement.

### **ALTERNATIVES CONSIDERED**

These services must be contracted out because the software is proprietary to Trapeze. The City does not have the expertise or ability to produce scheduling and dispatch software itself.

The SFMTA requires maintenance and upgrades to the scheduling system to provide transit services and ensure accurate payroll, timekeeping, data transmission, and run scheduling.

### **FUNDING IMPACT**

This \$9 million contract is comprised of \$500,000 for the Radio Project as funded by Proposition K and the remaining \$8.5 million is for the Trapeze scheduling and payroll system to be funded by operating funds. This is an eight-year contract from Fiscal Year 2015 to Fiscal Year 2022. If and when services are needed, a purchase order will be processed only for the specified service at the time for which funding will be identified. For FY15 & FY16, funding is required for scheduled and planned Trapeze services and the division budget is the source. The operating budget has included \$700,000 in FY15 & FY16. For Fiscal Year 2017 and forward, transit operations will request funding for planned Trapeze services to be reflected in the operating budget.

### **OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The City Attorney's Office has reviewed this calendar item.

### **RECOMMENDATION**

Staff recommends that the San Francisco Municipal Transportation Agency's Board of Directors approve Amendment #1 to Contract 2015-16 with Trapeze Software Group, Inc., to fund software maintenance and upgrades, systems integration and related proprietary software services by adding \$8.5 million to the contract amount for a total contract amount not to exceed \$9 million with no extension to the term of the contract.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, SFMTA Transit Operations uses software procured in 2002 from the Trapeze Software Group under Contract MR-1185 to schedule all transit operations, including operator shift and run scheduling, timekeeping/payroll calculation, dispatch for bus and rail trips and runs, and vehicle assignment to create transit operating schedules for 3.7 million annual revenue trips and 6 million annual revenue miles; and,

WHEREAS, The original Trapeze contract (No. MR-1185) had a term of ten years, which expired in 2012; and

WHEREAS, The Trapeze scheduling software is critical to the SFMTA's efficient operation and management of transit services; and

WHEREAS, The Trapeze scheduling software requires periodic updating and maintenance, and the SFMTA requires training services in the use of the software, which were formerly obtained under the Contract MR-1185; and

WHEREAS, The SFMTA continues to require professional services from Trapeze to integrate the scheduling software and data to other SFMTA systems, including the new radio system, new platform displays, and the vehicle location system, which services can only be obtained from Trapeze because the software is proprietary; and

WHEREAS, To facilitate SFMTA projects that require assistance from Trapeze, and to avoid delays from negotiating multiple contracts with Trapeze, the Director of Transportation, under his delegated authority, approved SFMTA Contract 2015-16 with Trapeze, for a term of eight years and an initial amount of \$500,000, under which the SFMTA may issue task orders to Trapeze to obtain software maintenance, upgrades, systems integration and other professional services for the proprietary scheduling software; and

WHEREAS, The estimated value of the services and software upgrades proprietary to Trapeze that the SFMTA will require over the next eight years is approximately \$9 million; now, therefore, be it

RESOLVED, That SFMTA Board of Directors approves Amendment #1 to Contract 2015-16 with Trapeze Software Group, Inc., to fund software maintenance and upgrades, systems integration and related proprietary software services by adding \$8.5 million to the contract amount for a total contract amount not to exceed \$9 million with no extension to the term of the contract.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of January 6, 2015.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

Enclosure 2

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave. 7<sup>th</sup> floor  
San Francisco, California 94103**

**FIRST AMENDMENT TO THE  
AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND  
TRAPEZE SOFTWARE GROUP, INC. FOR SOFTWARE AND RELATED  
PROFESSIONAL SERVICES**

**Contract No. SFMTA 2015-16**

This First Amendment to the Agreement between the City and County of San Francisco and Trapeze Software Group, Inc. for Software and Related Professional Services (“First Amendment to the Master Agreement”) is dated for convenience as October 31, 2014, made in the City and County of San Francisco, State of California, by and between: Trapeze Software Group, Inc. (“Trapeze”), with a place of business at 8360 East Via de Ventura, Suite L-200, Scottsdale, Arizona 85258, U.S.A (“Trapeze” or “Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”).

**Modification of Agreement**

**In accordance with Section 48 of the Agreement, the parties agree to modify the Agreement as follows:**

**1. Section 5.A. (Compensation) of the Agreement is deleted in its entirety and is replaced with the following Section 5.A.**

5. Compensation.

A. Compensation shall be paid in accordance with the payment terms set out in the applicable Purchase Order. In no event shall the amount due under any Purchase Order exceed the amount stated therein, and in no event shall the total amount of services and software procured under this Agreement exceed Nine Million Dollars (\$9,000,000) unless this Agreement is modified by further written agreement properly executed and approved.

**2. Approval by Counterparts.** This First Amendment to the Master Agreement may be approved by the signatories by counterparts delivered electronically or by first class mail, which when properly executed by each respective party and read together shall comprise a fully executed contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

<p><b>CITY</b> San Francisco Municipal Transportation Agency</p> <p>_____</p> <p>Edward D. Reiskin Director of Transportation</p> <p>Authorized by the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY BOARD DIRECTORS</p> <p>Attest: Adopted by Board Res. No. _____</p> <p>_____</p> <p>Secretary, San Francisco Municipal Transportation Agency</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p>	<p><b>CONTRACTOR</b> Trapeze Software Group, Inc.</p> <p>_____</p> <p>Nathan Partington Vice President - Finance 5265 Rockwell Drive NE Cedar Rapids, Iowa 52402 City Vendor Number: 89869</p>
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