

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**



**DEPARTMENT:** Sun Metro – Mass Transit  
Purchasing & Strategic Sourcing  
**AGENDA DATE:** September 3, 2025  
**PUBLIC HEARING DATE:** NA  
**CONTACT PERSON NAME:** Anthony R. Dekeyzer, Director of Mass Transit  
Claudia A. Garcia, Director  
**PHONE NUMBER:** (915) 212-3306  
**PHONE NUMBER:** (915) 212-0043  
**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0503 Hardware, Support Service and Software maintenance for passenger information display (PID) to Trapeze Software Group, Inc., dba Vontas, the sole and authorized distributor of the OnRoute for a term of three (3) years for an estimated amount of \$172,192.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

**BACKGROUND / DISCUSSION:**

This contract will allow Sun Metro to managed digital signage with messaging services to support passenger transit information at the bus stops.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

NA

**SELECTION SUMMARY:**

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source, including: (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies, (D) captive replacement parts or components for equipment.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: A decrease of \$327,737.00, which represents a 65.56% decrease due to the number of signs included in each contract has a difference of 26 signs.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$172,192.00

Funding Source: Dyer RTS 5309 Small Parts

Account: 560-3210-60070-580100-PCP11MT040-GTX030307

2025-0503 Hardware, Support Service and Software maintenance for (PID)

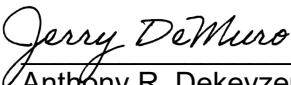
**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

 Deputy Transit Officer for  
Anthony R. Dekeyzer - Director of Mass Transit



\_\_\_\_\_  
Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form  
Non-Competitive

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Regular Agenda for the Mass Transit Board Meeting of September 3, 2025.

**Award Summary:**

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0503 Hardware, Support Service and Software maintenance for passenger information display (PID) to Trapeze Software Group, Inc., dba Vontas, the sole and authorized distributor of the OnRoute for a term of three (3) years for an estimated amount of \$172,192.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to managed digital signage with messaging services to support passenger transit information at the bus stops.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: A decrease of \$327,737.00, which represents a 65.56% decrease due to the number of signs included in each contract has a difference of 26 signs.

Department:	Sun Metro – Mass Transit
Award to:	Trapeze Software Group, Inc., dba Vontas
City & State:	Cedar Rapids, IA
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Year 1:	\$118,159.00
Year 2:	\$ 26,357.00
Year 3:	\$ 27,676.00
Initial Term Estimated Award:	3 Years
Option Term Estimated Award:	N/A
Total Estimated Award:	\$172,192.00
Account(s):	560 – 3215 – 60060 – 522020 – P6005
Funding Source(s):	Sun Metro Operating Funds
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 (7) (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies, (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as indicated to Trapeze Software Group, Inc., dba Vontas under the exemptions listed above.

It is requested that the City Manager be authorized to establish the funding sources and execute any and all documents necessary for execution of this award.

# CONTRACT CLAUSES

## Contract Clauses (Terms & Conditions)

### 1. TYPE AND TERM OF CONTRACT

This is an agreement ("contract" or "Contract") under which the City of El Paso (the "City" or "Sun Metro" or "Agency" or "Recipient") shall order all of the software ("Software"), equipment ("Equipment") and/or services ("Services") described in Schedules A and C from Trapeze Software Group, Inc. dba Vontas, hereinafter referred to as the "Contractor" or "Vontas" or "Vendor", or from any third party vendor whose Software, Equipment, and Services the Contractor is reselling to the City for the duration of the contract.

For greater certainty "**Equipment**" means the equipment listed in Schedule A sold and delivered hereunder, including any embedded software licensed in conjunction with said equipment, including but not limited to spare and repair parts.

For greater certainty "**Services**" shall mean the labor described under this contract, which shall be provided by Contractor and/or authorized representatives.

"**Documentation**" means the user documentation, specifications, technical manuals, and training materials pertaining to the Software and Equipment provided to the City.

"**Software**" shall refer to the Vontas proprietary software and third party proprietary software provided by Vontas under this Contract.

The term of this contract shall be for a term of three years commencing on the date the Contractor receives a written NOTICE OF AWARD. The Contractor shall not begin to perform under this contract until the Contractor receives a written NOTICE OF AWARD. NOTICE OF AWARD will be coordinated with the City's contract administrator, and the date of receipt shall be established in the letter. In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may unilaterally extend the contract for an additional six month term. In addition, the parties may extend this Contract for any duration by mutual agreement.

### 2. LICENSE

In consideration of payments to be made by the City to Contractor as set out in this contract, the Contractor agrees as follows:

- A. **Subscription Software.** For any subscription Software listed in Schedule A, subject to the terms contained in Schedule G, Contractor hereby grants to the City a personal, non-transferable, non-exclusive, time-limited subscription to use a production copy of the object code version of the Software in the form supplied by Contractor and on hardware approved by Contractor as of the Effective Date of this Contract, restricted to the places of business of the City, for the City's own operations, in accordance with the operational characteristics described in this Contract.
- B. **Embedded Software.** For Software embedded on any Equipment listed in Schedule A, Contractor grants the City a non-exclusive license to use the embedded Software only in or with the Equipment sold hereunder. The City shall not transfer the license granted hereunder for an embedded Software or possession of the embedded Software except as part of or with the Equipment that such embedded Software is on, such transfer being subject to the restrictions contained in this contract.
- C. Contractor hereby grants to the City a personal, non-transferable, non-exclusive license to use the Documentation as of the Effective Date, but only as required to exercise the licenses granted herein.
- D. In the case of any third party Equipment, third party Software, related Documentation, or third-party services provided under this Contract, such third party shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. The terms and restrictions of the license grants contained in this section, in addition to any other terms required by any third party licensor(s), will apply to the use of any third

party Software, third party Equipment and applicable Documentation, and the providers or licensors, as applicable, of such third party Software and third party Equipment are third party beneficiaries of the rights granted under those terms. Where required, City shall enter into a separate end-user-license agreement depending on the software and product(s) procured.

### 3. SERVICES

- A. Subject to the City making the applicable payments for the Service fees listed in Schedule B:
  - (i) The Contractor will perform the Services in accordance with the Statement of Work listed in Schedule C. Such services may include installation, modification, testing, training and additional services;
  - (ii) The maintenance and support services listed in Schedules D and H will be performed by the Contractor or any third party provider of any Equipment or licensor of any third party Software.

### 4. INVOICES & PAYMENTS

- A. The City agrees to pay the fees for the Software, Equipment, and Services listed in Schedule B ("**Fee and Payment Schedule**"). The fees shall be subject to change as set out in the Fee Schedule. Subscription fees for years 1 through 3 are set out in Fee Schedule.
- B. The Contractor will invoice the City for the Services provided, in accordance with the Fee Schedule. The total amounts due for all subscription fees, Software fees, Service fees, Equipment, and expense are firm fixed amounts and will be invoiced on that basis. Any purchase orders issued by the City to the Contractor shall be governed exclusively by the terms and conditions of this contract.
- C. The City shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, the City shall have five (5) business days from date of receipt of invoice to advise Contractor of the reasons for disputing the invoice in question. If the Contractor has not received such notification within such time frame, the invoice in question shall be deemed accepted by the City. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) or the maximum amount allowed under applicable law, whichever is lower, on the amount outstanding from the date when payment is due until the date payment in full is received by the Contractor.
- D. The Contractor will submit invoices, in single copy, on each contract in accordance with any payment schedule or milestones agreed to by the parties. Invoices covering more than one purchase order will not be accepted.
- E. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- F. Invoices will reflect the Contract number and the Purchase Order number.
- G. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- H. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- I. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- J. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- K. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- L. Contractor shall advise the Comptroller of any changes in its remittance addresses.

### 5. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The



# CONTRACT CLAUSES

## Contract Clauses (Terms & Conditions)

Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of its employees as employees of the City. Neither the Contractor nor its employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

### 6. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04] [Rev. 10-19-18] AND LIMITATIONS OF LIABILITY

Contractor or its insurer will INDEMNIFY and DEFEND the City, its officers, agents and employees, AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS) BROUGHT BY A THIRD PARTY AGAINST THE CITY FOR ANY DAMAGE TO OR LOSS OF ANY TANGIBLE PROPERTY, OR ANY BODILY INJURY TO PERSONS, SUCH AS ILLNESS, PHYSICAL OR MENTAL IMPAIRMENT, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO ANY CLAIM BY SUCH THIRD PARTY (A) THAT THE SOFTWARE OR EQUIPMENT INFRINGES THE U.S. INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY, AND (B) THAT THE PHYSICAL DAMAGE TO TANGIBLE PERSONAL PROPERTY AND BODILY INJURY, INCLUDING DEATH, WAS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR UNDER THIS CONTRACT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits falling within the scope of the Contractor's indemnity obligations to the City in this contract. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all reasonable attorneys' fees and costs incurred by the City, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest, provided the Contractors shall have sole control over the defense and settlement of any suits or claims it is indemnifying or defending the City for, including the sole discretion to choose which legal counsel to use the defense and settlement of such suits or claims. The City will not be responsible for any loss of or damage to the Contractor's property from any cause unless due to the negligence or misconduct of the City, its employees, officers or agents.

IN NO EVENT SHALL CONTRACTOR OR ITS THIRD PARTY LICENSORS OR PROVIDERS BE LIABLE TO THE CITY OR ANYONE FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE SOFTWARE, EQUIPMENT, DOCUMENTATION OR SERVICES DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, OR OTHER MATERIALS EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. THE CONTRACTOR AND ITS THIRD PARTY LICENSORS AND PROVIDERS TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY THE CITY UNDER THIS CONTRACT FOR THE APPLICABLE SOFTWARE, EQUIPMENT, SERVICES OR DOCUMENTATION THAT IS THE SUBJECT OF THE LIABILITY

### OR CLAIM.

If the Contractor determines that any of the Software or Equipment are held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Contractor deems it advisable to do so, the Contractor may either procure the right to continue the use of the same for the City, or replace the same with a non-infringing product, or modify said Software or Equipment so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing Software and Equipment and refund some of the purchase price taking into account a reasonable allowance for use, damage, or obsolescence.

### 7. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

### 8. WARRANTY-PRICE

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

### 9. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within thirty (30) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

### 10. TERMINATION [Rev. 06/07/97]

#### A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by providing thirty (30) days prior written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs and the costs for any Software provided to the City and Equipment already purchased by or for the City, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

#### B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within thirty (30) days of receiving the notice of default before termination notice is rendered. The Contractor will only be paid the contract price for supplies, Software and Equipment purchased, and Services performed in accordance with the manner of performance set forth in the contract. The City shall have the

# CONTRACT CLAUSES

## Contract Clauses (Terms & Conditions)

right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this contract and fails to cure that default within thirty (30) days of Contractor receiving notice of such default.

Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code. [1/10/2020]

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

### 11. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by formal procurement procedures as required by the Local Government Code. The City may recover the reasonable difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means provided the aggregate value of such reasonable difference shall not exceed the total contract value.

### 12. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

A. If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the PURCHASING DIRECTOR describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than thirty (30) days following date of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date. Where the contract is terminated due default of the City, the Contractor shall be entitled to be paid its costs, including the contract close out costs and the costs for any Software provided to the City and Equipment already purchased by or for the City, and profit on work performed up to the time of termination. The Contractor shall have the right to immediately terminate the contract for default if the City violates any local, state, or federal laws, rule or regulations that relate to the performance of this contract and fails to cure that default within thirty (30) days of City receiving notice of such default.

#### B. Bankruptcy

The licenses and rights to use the Software and Documentation shall automatically terminate in the event that there is filed by or against the City any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of the City's creditors.

### 13. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch. The party unable to carry out its obligations due to such Force Majeure event shall not be liable for damages, delay, or default in performance if such delay or default due to such Force

Majeure.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or any other cause beyond the control of a party. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

### 14. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City, except where such assignment or delegation is to an affiliate of the Contractor due to an internal corporate reorganization. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

### 15. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

### 16. INTERPRETATION-PAROLE EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

### 17. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law, the laws of the State of Texas or the City Charter or any ordinance of the City of El Paso.

### 18. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

### 19. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or upon mutual agreement of the parties the scope may be amended. A 30-day written notice of termination for convenience will be given to the vendor.

## CONTRACT CLAUSES

### Contract Clauses (Terms & Conditions)

#### 20. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

#### 21. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Manager of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

#### 22. INSURANCE REQUIREMENTS [6/29/2019]

##### **Commercial General Liability:**

Written on an occurrence form. (There may be situations where a "claims-made" form may be our only option but it is best we require an occurrence form including all the usual coverage known as:

Premises/operations liability  
Products/completed operations  
Personal/advertising injury  
Contractual liability  
Broad-form property damage  
Independent contractor liability  
Cyber Liability/Data/Breach/Ransom

##### **Minimum Limits of Liability**

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage per occurrence

Commercial General Liability Exclusion  
Removed/Railroad Protective Liability/Contractual Liability-Railroads  
\$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence

Required when a contractor is going to work on or within 50 feet of any "railroad property"

##### **Commercial Automobile Liability:**

\$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence

##### **Workers'**

Compensation  
Statutory Coverage  
\$500,000 Employers Liability

##### **Professional (Errors & Omissions) Liability (if required)**

\$1,000,000 per occurrence

##### **Umbrella or Excess Liability Insurance (if required)**

\$5,000,000 per occurrence

The City, its officials, employees, agents and contractors shall be named as additional insureds and contain a "blanket waiver of subrogation" clause in favor of the City.

The contractor/vendor and their subcontractors' insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and

contractors shall be in excess of the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance.

Prior to undertaking any work under this Agreement, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance. Any deductibles or self-insured retentions must be declared to, and approved by the City. The City acknowledges that the following self insured retentions and deductibles apply to the Contractor's insurance.

- CGL – \$25,000
- E&O insurance \$5M
- Cyber Insurance - \$5M
- US Auto - \$500

Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Purchasing & Strategic Sourcing Department 300  
N. Campbell, 1<sup>st</sup> Floor  
El Paso, Texas 79901-1153 Attn:  
Procurement Analyst

Please refer to Bid Number/Contract Number and Title in all correspondence.

**Failure to submit insurance certification may result in contract cancellation.**

#### 23. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Jerry Pardo Support Services  
Specialist III  
Telephone: (915) 212-3347  
Email: [pardogh@elpasotexas.gov](mailto:pardogh@elpasotexas.gov)

Mail correspondence should be addressed to: City of El Paso  
Purchasing & Strategic Sourcing Department 300  
N. Campbell, 1<sup>st</sup> Floor  
El Paso, TX 79901-1153  
Attn: Procurement Analyst  
Please refer to 2025-0503 and Title in all correspondence.

#### 24. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

#### 25. CONTRACTING INFORMATION [1/10/2020]

## **CONTRACT CLAUSES**

### **Contract Clauses (Terms & Conditions)**

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

#### **26. RIGHT TO AUDIT**

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to reasonably examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

#### **27. CONTRACTOR TO PACKAGE GOODS**

The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) the City's name, address and the City's purchase order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

#### **28. SHIPMENT UNDER RESERVATION PROHIBITED**

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

#### **29. DELIVERY TERMS AND TRANSPORTATION CHARGES**

F.O.B. destination, freight prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, provided the City will have the right to designate what method of transportation will be used to ship the goods.

#### **30. TITLE & RISK OF LOSS**

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

#### **31. RIGHT OF INSPECTION**

The City will have the right to inspect the goods at delivery before accepting them.

#### **32. NO REPLACEMENT OF DEFECTIVE TENDER**

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

#### **33. PLACE OF DELIVERY**

The place of delivery will be provided by the City prior to shipment. The terms of this contract are "no arrival, no sale."

#### **34. WARRANTY-PRODUCT**

In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

Contractor warrants to the City that the Services under this contract will be of a quality conforming to generally accepted practices in the digital signage industry for a period of 90 days from the completion of the Service. During this period Contractor will repeat or rework any Services provided that are not consistent with this standard. This is the Contractor's sole warranty with regard to Services.

The warranty provided for the Equipment purchased under this Contract is found in Schedule E.

Any third party Equipment or Software provided by Contractor to the City will be subject to the manufacturer's or third party licensor's warranty only and the Contractor shall flow through and assign such manufacturer and third party licensor's warranties to the City. Unless stated otherwise, any corrective or remedial services with respect to such third party Equipment shall be the exclusive responsibility of the City and such third party.

**NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY EQUIPMENT SOLD OR SOFTWARE OR SERVICES DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE CITY'S SOLE RIGHT AND REMEDY UNDER THIS CONTRACT.**

#### **35. SAFETY WARRANTY**

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

#### **36. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS**

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim.

#### **37. TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that, to the best of its knowledge, neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order For purposes of this Purchase

## **CONTRACT CLAUSES**

### **Contract Clauses (Terms & Conditions)**

Order the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

#### **38. OWNERSHIP OF INTELLECTUAL PROPERTY**

Other than the rights of use expressly conferred upon City in this contract, the City shall have no further rights to use the Software (including any embedded Software), Equipment or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Contractor. Contractor and its applicable third party licensors shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether pre-existing or developed under this Contract. Furthermore, except as explicitly stated in this Contract, neither this Contract 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 contract or under any future invention, patent, copyright, trade secret, or intellectual property now or hereafter owned or controlled by Contractor. City agrees to: (i) take reasonable steps to maintain Contractor's and/or its third party licensor's intellectual property rights; (ii) not sell, transfer, publish, display, disclose, or make available the Software, embedded Software, or Documentation, or copies of the Software, embedded Software, or Documentation, to third parties except where City may disclose Software to designated government representatives under a nondisclosure agreement executed by both parties, (iii) not use or allow to be used, the Software, embedded Software, or Documentation either directly or indirectly for the benefit of any other person or entity, and (iv) not use the Software, embedded Software, or Documentation, along with its updates, patches or upgrades, on any equipment other than the Equipment on which it was originally installed, without Contractor's written consent.

#### **39. CONTENT STANDARDS FOR PASSENGER INFORMATION DISPLAY SYSTEM**

Contractor and its licensors are providing the City with passenger information display system comprised of the Equipment, Software, and Services (the "PID"). The PID is a managed service signage/messaging provided on equipment, software, and servers owned and managed by the Contractor and its third party licensors. Contractor and its third party licensors have an obligation to ensure all content the City displays on such system meets certain standards. Contractor and its third party licensors reserve the ultimate decision to reject any content that will be displayed on the Message Point System at their sole discretion. The City must be able to document ownership of or a valid license to display any content in a public setting for commercial purposes (if applicable) from any copyright owner. For example, Public Domain License, Creative Commons CC0 or CC Attribution (CC BY) License (with appropriate attribution), evidence of commercial royalty free license purchase, affidavit of self-generation (with appropriate model release if necessary). The City agrees that all content it will display on the Message Point System must be provided in a size, compression ratio, and format appropriate for the target location on the display. All such content must meet a standard of decency based on applicable law, community standards, specific location, and context.

#### **40. INFORMATION SECURITY**

Unless otherwise specified in an individual statement of work, the PID is designed and secured for the display of PUBLIC INFORMATION ONLY. The City may not use the PID or cause it to be used for the storage or display of any information that is not

suitable and permitted to be displayed in a public setting where it might be accessible to any interested party. The PID should not be used to store or display any protected information including but not limited to information subject to FCRA, HIPPA, PCI, or other compliance standards. If the City loads or causes to be displayed protected information on the PID, the City does so at its own risk and will be solely responsible for any consequences or penalties; legal, regulatory, or otherwise of doing so. Neither the Contractor or its licensors will be liable for the display of any information or content displayed in the PID at the direction of the City or where provided by the City.

While the MessagePoint.TV controller has been designed to minimize its attack surface and any potential security vulnerabilities, It is the Contractor's recommendation that the MessagePoint.TV controller be deployed either completely outside of the City's firewall or security perimeter, or in an isolated "DMZ" security zone. If there is no requirement for access to any resources within the City's trusted network, it is recommended that the controller simply be deployed outside the City's firewall with no more access than any other guest or public internet device. Where visual applications require access to information within the trusted network, the City must provide a properly secured REST API endpoint that provides only the required information. In addition, the City's firewall should be properly secured to only provide access to the resources (IP Addresses, Ports) that are required to support the visual application's data needs. If the City does not comply with the requirements of this clause, misconfigures its network infrastructure, or requests that Contractor deploy its controllers in a manner other than stated herein, the City takes these actions solely at its own risk, and the Contractor and its third party licensor will be released from and have no liability for any resulting information security breach or incidents caused by the PID being deployed in this unsupported fashion.

If the City becomes aware of any information security breach, unauthorized release of credentials, unauthorized access to the PID, or any other security related incident that has any potential to involve or affect the MessagePoint.TV platform or PID, the City must immediately notify the Contractor of such incident.

#### **41. SCHEDULE F**

Notwithstanding the anything in this Contract to the contrary, the parties agree that: (i) the Equipment sold and Software licensed hereunder are commercial off-the shelf products and this Contract is explicitly not for the purposes of experimental, developmental, or research work; (ii) Contractor shall be subject to the federal, state, and local government requirements set forth in Schedule F attached hereto insofar as such terms are applicable to Contractor's performance of this Contract and required by law; and (iii) such federal, state, and local government requirements shall:

- a) have a DBE content requirement of 0%;
- b) not include Buy America requirements unless a Buy America certificate has been signed by Contractor in relation to this Contract;
- c) not transfer ownership of any intellectual property;
- d) not include any bond requirements;
- e) not include any liquidated damages; and
- f) be applicable, for audit purposes, at Contractor's location during normal business hours.

(iv) should any such federal, state, and local government requirements cause the scope, schedule, or deliverables to change, then the parties agree that Contractor shall be allowed an equitable adjustment; and (v) if there is a term or condition in the FTA clauses wherein its specific form or content is not mandated by the FTA, such term or condition shall not take precedence and shall be superseded by the terms and conditions negotiated between the parties and applicable law.

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**CONTRACT CLAUSES**  
Contract Clauses (Terms & Conditions)

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year written below.

**Trapeze Software Group, Inc. dba Vontas**

**The City of El Paso:**

Signature: 

Signature: \_\_\_\_\_

Name: Peter Aczel

Name: Dionne Mack

Title: General Manager

Title: City Manager

Date: July 28, 2025

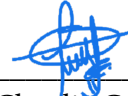
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

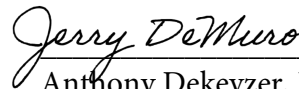
**APPROVED AS TO CONTENT:**



Joyce Garcia  
Assistant City Attorney



Claudia Garcia, Director  
Purchasing & Strategic Sourcing

 Deputy Transit Officer for  
Anthony Dekeyzer, Director  
Mass Transit Department/ Sun Metro

**CONTRACT CLAUSES**  
Contract Clauses (Terms & Conditions)

Schedule A

1. Software

Description
Term-Limited Subscription of Lite version of the MPTV CMS support MPTV-STD-Base Qty: 3

2. Equipment

PART/DESCRIPTION	QTY
<b>MPTV-EX37SW</b> - 37" 1920X540 16:4.5 SUPER-WIDE INTELLIGENT DISPLAY, WALLMOUNT, IP-54, FAN COOLED, FULL OUTDOOR WITH 2500 NIT BRIGHTNESS, -20C TO 50C TEMPERATURE ENVELOPE	6
<b>MP-BRK-KIT-WALL- 175E</b> - OUTDOOR RATED ARTICULATING DISPLAY MOUNT 175 LBS. CAPACITY	3

**CONTRACT CLAUSES**  
Contract Clauses (Terms & Conditions)

**Schedule B**

**Fee and Payment Schedule**

**Pricing**

Description	Cost (USD, pre-tax)
Hardware as set forth in the Statement of Work	\$53,935
Services & Expenses as set forth in the Statement of Work	\$39,122
Year 1 Subscription of Lite version of the MPTV CMS support MPTV-STD-Base Qty: 3 (hardware procured herein)	\$1,284
Year 1 Subscription of Lite version of the MPTV CMS support MPTV-STD-Base Qty: 30 (hardware procured in 2022) MPTV-STD-Base Qty: 23 (hardware procured in 2023)	\$23,818
Year 2 Subscription of Lite version of the MPTV CMS support MPTV-STD-Base Qty: 3 MPTV-STD-Base Qty: 30 MPTV-STD-Base Qty: 23	\$26,357
Year 3 Subscription of Lite version of the MPTV CMS support MPTV-STD-Base Qty: 3 MPTV-STD-Base Qty: 30 MPTV-STD-Base Qty: 23	\$27,676
<b>Total</b>	<b>\$172,192</b>

**Optional Subscription Pricing:**

Description	Cost (USD, pre-tax)
Six Month Subscription of Lite version of the MPTV CMS support (after Year 3 Subscription) MPTV-STD-Base Qty: 3 MPTV-STD-Base Qty: 30 MPTV-STD-Base Qty: 23 <ul style="list-style-type: none"><li>Prior to expiration of the Year 3 Subscription, this option may be unilaterally exercised by the City providing written notice to Vontas. Payment for this Six Month Subscription option shall be due net 30 from Vontas' invoice.</li></ul>	\$14,688

Advance payment of subscription fees is required for continued access to the subscription. The subscription will automatically renew, on an annual basis, in twelve (12) month increments for a total term of three years ("term contract"). In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may unilaterally extend the contract for an additional six month term. In addition, the parties may extend this Contract for any duration by mutual agreement. Following the pricing set forth above, then-current rates will apply.



## CONTRACT CLAUSES

### Contract Clauses (Terms & Conditions)

## Payment Milestones

The below payment milestones shall be followed throughout the implementation. Sun Metro agrees to respond to Payment Milestone request for approval within five (5) business days. Response will be signature approval or specific list indicating where acceptance criteria is not met for the milestone. If a response is not provided within five (5) business days, progress on the project may be delayed, resulting in a need for a change order to fund a schedule extension.

Payment Milestones	Description	Cost (USD)
<b>Equipment and Warranty – 3 Years</b> Acceptance Criteria: <ul style="list-style-type: none"> <li>Shipment of equipment</li> </ul>	equipment	\$53,935
<b>Kick off and Delivery of Baseline Project Schedule</b> Acceptance Criteria: <ul style="list-style-type: none"> <li>Completion of the Kick-Off meeting</li> <li>Delivery of baseline project schedule</li> </ul>	services & expenses	\$3,913
<b>Completion of PID Design Review</b> Acceptance Criteria: <ul style="list-style-type: none"> <li>System Design Approval</li> </ul>	services & expenses	\$15,648
<b>Installation of MPTV equipment</b> Acceptance Criteria: <ul style="list-style-type: none"> <li>Completion of installation activities</li> <li>Record of approved wayside ATP</li> </ul>	services & expenses	\$15,648
<b>Burn-In Period</b> Acceptance Criteria: <ul style="list-style-type: none"> <li>Completion of fourteen (14) calendar day burn-in period</li> </ul>	services & expenses	\$3,913
	Lite version of the MPTV CMS, MPTVSTD-Base Qty: 3	\$1,284
<b>Lite version of the MPTV CMS,</b> MPTV-STD-Base Qty: 30 signs MPTV-STD-Base Qty: 23 signs Acceptance Criteria: <ul style="list-style-type: none"> <li>Due upon contract execution</li> </ul>	Subscription year 1	\$23,818
<b>Lite version of the MPTV CMS,</b> MPTV-STD-Base Qty: 3 signs MPTV-STD-Base Qty: 30 signs MPTV-STD-Base Qty: 23 signs Acceptance Criteria: <ul style="list-style-type: none"> <li>Due upon the year one anniversary of contract execution</li> </ul>	Subscription year 2	\$26,357

**CONTRACT CLAUSES**  
Contract Clauses (Terms & Conditions)

Payment Milestones	Description	Cost (USD)
<b>Lite version of the MPTV CMS,</b> MPTV-STD-Base Qty: 3 signs MPTV-STD-Base Qty: 30 signs MPTV-STD-Base Qty: 23 signs Acceptance Criteria: <ul style="list-style-type: none"><li>Due upon the year two anniversary of contract execution</li></ul>	Subscription year 3	\$27,676

**CONTRACT CLAUSES**  
Contract Clauses (Terms & Conditions)

Schedule C

Statement of Work

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## Overview

Sun Metro Mass Transit Department ("Sun Metro"), the public transportation provider serving El Paso has requested an implementation quote and scope of work for a Message Point Media ("MPM") passenger information display ("PID") wayside solution for six (6) outdoor wall mount Brio Dyer corridor signs, three (3) of which will be used as spares, providing for easy access to real time passenger transit information. The following statement of work ("SOW") defines the support services to be provided by Vontas, as well as the support required from Sun Metro staff and resources.

This SOW outlines the project delivery approach for the Vontas and its representative consultative services. Additionally, the SOW defines Vontas' procurement and equipment installation efforts, as well as outlines the required roles, responsibilities and resources needed for the implementation of the PID wayside backend content management system ("CMS").

## Implementation Goals and Objectives

The primary goal of this project is to provide Sun Metro with managed digital signage with messaging services to support passenger transit information, which will be accomplished by deploying the MPM PID wayside solution. The MPM PID solution will use a cloud-based backend digital signage management application for content configuration and distribution. As part of the MPM PID wayside transit display solution implementation, Vontas will provide the following services and software licensing ("SaaS"):

- Design outlining the MPTV transit display implementation and detailing the connectivity of the MPTV display equipment and backend PID Software components
- Configuration and refresher training of the MPTV transit display backend Software for content management and dynamic passenger information
- Installation and testing of the three (3) Brio Dyer corridor MPTV transit PIDs, 37"1920x540 16:4.5 Super-Wide Intelligent Displays
- Software as a Service for the following PID lite version of MPTV CMS licensing:
  - MPTV-STD-Base Qty: 3
  - MPTV-STD-Base Qty: 30
  - MPTV-STD-Base Qty: 23

Sun Metro will jointly work with Vontas and on completing the MPM PID wayside implementation. During the project implementation, Vontas will focus its efforts on minimizing any downtime to the daily service and ensuring day-to-day transit operations will be unaffected during the project activities.

Following contract execution, Vontas will provide project management and technical support services to complete the engineering support, as well as remote support for general MPM PID wayside solution consulting needs.

## Professional Services

### *Personnel*

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

- **Project Manager:** The centralized point of contact for the project. The project manager is responsible for coordinating project schedules, deliverables, and the technical resources required to deliver the MPM PID solution as defined in this statement of work.
- **Project Engineer:** The technical implementation resource tasked with leading the project and ensuring technical project deliverables are implemented in accordance with the project schedule and requirements. This Vontas resource and its PID subject matter expert (“SME”) representatives validate and monitor system functionality and is the primary contact for items related to solution documentation, functionality, training, and configuration.

## Implementation Methodology Overview

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

1. Project Kick-Off
2. Design Review
3. Procurement
4. Managed Services Software Installation and Configuration
5. Installation and Commissioning
6. PID Refresher Training
7. System Acceptance

### *Project Implementation Approach*

#### *Project Kick-Off*

Following contract execution, Vontas and Sun Metro will hold a remote project kick-off meeting to align stakeholders on project scope and timelines. Project teams from Vontas and Sun Metro are expected to join the kick-off meeting. Vontas and Sun Metro SMEs will meet, discuss, and define the project schedule as well as review Sun Metro operations pertaining to the digital signage implementation.

The kick-off meeting is expected to take place over the course of one (1) hour, and upon completion, a preliminary project schedule will be agreed upon by both parties.

Other project activities will not commence until the project kick-off meeting is complete and agreement between Vontas and Sun Metro reached on the preliminary project schedule. Following the kick-off meeting, additional meetings will be scheduled to support the completion of the remaining project activities.

### Design Review

Vontas will provide Sun Metro remote services in the form of two (2) conference calls to review the MPM PID Brio Dyer corridor wayside station system components, including Software content and display configuration needed to support the display solutions—inclusive of use cases defining features and functionality. The following topics will be covered during these meetings:

- Hardware procurement and provisioning
- Installation design with mounting, power and connectivity requirements will be completed remotely with support from Sun Metro and based on previous PID wayside sign solution provided for Sun Metro
- Network connectivity and backend cloud-based host requirements
  - Sun Metro will be responsible for Brio Dyer corridor wayside station network connectivity
  - Sun Metro will ensure network and electrical connections for PID wayside are installed prior to installation date.
- Passenger information display content and design
  - Sun Metro will provide PID passenger information content
- Project activities, as well as roles and responsibilities
- Testing, training, and transition strategies

Vontas and its representative SMEs will create a design document to define the integrated solution. The MPM PID wayside scope will encompass available transit signage passenger information solution features and functionality. Vontas will solicit Sun Metro for their Brio Dyer corridor brand standards, including fonts, colors, and preferred design styles. Vontas will also work with Sun Metro to identify external and internal data sources that will feed content campaigns, as well as identify any additional desired content for incorporation.

Vontas will coordinate with Sun Metro to conduct the PID wayside solution integration meetings. These discovery meetings will be used to assess, and record specifications required to implement the PID wayside features, and functionality listed above and complete the Implementation Design Plan for the project to proceed.

The Implementation Design Plan will also include test use case scenarios for commissioning PID wayside installation and functionality validation.

### Procurement

Vontas will be responsible for procuring and installing various PID Hardware items. Following contract execution, Vontas will provide Sun Metro with a complete Bill of Materials (“BOM”) for the transit display



Hardware components required for the Brio Dyer corridor wayside station signs. Any changes to the Bill of Materials Main Components will require a change order to address the scope and cost change.

Preliminary Bill of Materials (BASE Components):

Item	PART DESCRIPTION	QTY
1	<b>MPTV-EX37SW</b> - 37"1920X540 16:4.5 SUPER-WIDE INTELLIGENT DISPLAY, WALLMOUNT, IP-54, FAN COOLED, FULL OUTDOOR WITH 2500 NIT BRIGHTNESS, -20C TO 50C TEMPERATURE ENVELOPE	6
2	<b>MP-BRK-KIT-WALL- 175E</b> - OUTDOOR RATED ARTICULATING DISPLAY MOUNT 175 LBS. CAPACITY	3

Following Sun Metro's review of the BOM, Vontas will initiate the equipment procurement process along with the release of the BOM for order placement. Procurement may take up to sixteen (16) weeks with all equipment delivered directly to Sun Metro's facility. Vontas will source and procure transit display equipment per the approved BOM. Vontas will provide Sun Metro pre-deployment factory acceptance documentation and Hardware reference technical manual as part of the procurement delivery.

### Managed Services Implementation

Vontas and its representative SME will provide support for the PID wayside real time travel information solution implementation. This includes supporting implementation of the required PID wayside backend content via Sun Metro's existing PID management applications, along with transit information display content configuration activities. Sun Metro will be responsible for the PID backend content.

Vontas will provide display content configuration as described in the agreed upon Implementation Design Plan detailed in [Section Design Review](#).

### Installation and Commissioning

The PID wayside installation will take place following the availability of the Vontas-procured equipment. Vontas on-site resources will complete the transit display installations. Vontas estimates the on-site transit display equipment installation and commissioning to be completed within five (5) calendar days.

Before PID wayside is commissioned and released into production service, Vontas requires that a Sun Metro delegate participate in the execution of the acceptance testing procedures ("ATP") and signs off on the ATP for PID wayside. Vontas will provide on-site field service resources to support the execution of the ATP.

It is critical to the success of the project that Sun Metro personnel support Vontas in a consultative and effective manner during the PID wayside Installation and Commissioning activities.

## PID Refresher Training

During the Software implementation, Vontas and its representative SME will provide up to two (2) refresher sessions of online PID web instruction. PID product training will be based on a standard training agenda. Sun Metro system administrator resources are encouraged to participate in the training sessions, as discussed during the Implementation Design Plan activities. The training sessions cannot exceed two (2) Sun Metro system administrators per session. Introductory modules will be self-paced video on demand.

System administrator training will include topics related to the PID content management system ("CMS") application, and the Brio Dyer corridor station design of passenger information for the wayside. Hands-on training related to troubleshooting and maintenance of the MPTV equipment will be provided by Vontas and PID SME during the sign Installation and Commissioning activities.

## System Acceptance

Following the commissioning of the three (3) Brio Dyer corridor PID wayside signs, Vontas will work with Sun Metro to perform System Acceptance of the PID wayside solution according to established testing timelines, testing processes, as well as roles and responsibilities from the Implementation Design Plan detailed in [Section Design Review](#).

To support System Acceptance, Vontas will provide an on-site project engineer for up to two (2) business days. Prior to System Acceptance testing, Vontas will provide use cases, parameters to be tested for system acceptance and for validating key data exchanges and functionality as specified in the design document focusing on the following areas:

- Configuration:
  - Communication establishment (Ethernet)
  - Client/Server IP connectivity
  - CMS Software configuration and integration
- Basic Get/Put messaging:
  - External and internal feed content data sources
  - PID features and functionality

### *Burn-in*

Following System Acceptance, additional validation activities involve Sun Metro utilizing the new PID wayside functionality to ensure the PID solution provides the required data exchange to display meaningful passenger information as outlined in the Implementation Design Plan. Sun Metro will have a fourteen (14) calendar day burn-in period in which to monitor and evaluate the performance of the PID wayside solution in the Brio Dyer corridor station production environment and make note of system performance.

The objective of this final project phase is to validate the features and functionality of the new PID wayside, and to assess system stability in a production capacity. Should Sun Metro require support to resolve sign-



specific issues, Vontas and its representative SME will provide up to eight (8) hours of support remotely during the fourteen (14) calendar day burn-in period. Sun Metro will provide uninterrupted access to the PID CMS Software and Hardware environments for in-service execution during the burn-in period.

Once the burn-in period is completed, the PID wayside implementation will be considered accepted and ongoing support will be transitioned to and supported through Vontas' long-term maintenance support program. At this time, the project will be considered complete and project closure will be processed.

## Responsibilities and Deliverables

Phase	Vontas Responsibilities	Sun Metro Responsibilities	Deliverables
<b>Project Kick-Off</b>	<ul style="list-style-type: none"> <li>Lead project kick-off meeting</li> <li>Work with Sun Metro in the development of the project schedule</li> </ul>	<ul style="list-style-type: none"> <li>Assist in developing the project schedule</li> <li>Participate in kick-off meeting and discussion</li> </ul>	<ul style="list-style-type: none"> <li>Kick-off meeting</li> <li>Preliminary project schedule</li> </ul>
<b>Design Review</b>	<ul style="list-style-type: none"> <li>Lead PID wayside design review</li> <li>Complete design documentation efforts</li> <li>Provide installation design with mounting, power and connectivity requirements</li> </ul>	<ul style="list-style-type: none"> <li>Assist in developing the Implementation Design Plan</li> <li>Support design discovery</li> <li>Provide brand standards, including fonts, colors, and preferred design styles</li> </ul>	<ul style="list-style-type: none"> <li>System Design</li> <li>Installation Design</li> </ul>
<b>Procurement</b>	<ul style="list-style-type: none"> <li>Provide Bill of Material for the PID wayside equipment</li> <li>Procure equipment</li> <li>Complete Factory Acceptance</li> </ul>	<ul style="list-style-type: none"> <li>Provide secured storage facility location for equipment and installation materials</li> </ul>	<ul style="list-style-type: none"> <li>Bill of Materials</li> <li>Equipment</li> <li>Factory Acceptance documentation</li> <li>Hardware Reference Manuals</li> </ul>
<b>Managed Services Implementation</b>	<ul style="list-style-type: none"> <li>Enable and configure backend cloud-based CMS Software</li> </ul>	<ul style="list-style-type: none"> <li>Provide access to Sun Metro's TM application and FTP servers, if required</li> </ul>	<ul style="list-style-type: none"> <li>CMS cloud-based Software available and configured</li> </ul>
<b>Installation and Commissioning</b>	<ul style="list-style-type: none"> <li>On-site PID wayside installation</li> <li>Provide equipment maintenance instruction</li> </ul>	<ul style="list-style-type: none"> <li>Provide consultative installation support</li> <li>Participate in wayside ATP</li> <li>Sign off wayside ATP</li> </ul>	<ul style="list-style-type: none"> <li>Completed equipment installations</li> <li>ATP authorized record for wayside</li> </ul>
<b>PID Refresher Training</b>	<ul style="list-style-type: none"> <li>Deliver CMS Software online web training</li> <li>Maintenance and troubleshooting of MPTV equipment</li> </ul>	<ul style="list-style-type: none"> <li>Participate in remote CSM instruction sessions</li> <li>Attend troubleshooting and maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Completed CSM instruction</li> <li>Video on demand</li> <li>Completed PID maintenance instruction</li> </ul>

Phase	Vontas Responsibilities	Sun Metro Responsibilities	Deliverables
		instruction during PID wayside installation	
<b>System Acceptance</b>	<ul style="list-style-type: none"> <li>Conduct PID wayside System Acceptance activities</li> <li>Support Sun Metro during fourteen (14) calendar day burn-in period</li> </ul>	<ul style="list-style-type: none"> <li>Participate in display validation</li> <li>Actively monitor, review and report on display performance</li> <li>Provide Vontas with final acceptance of services and deliverables</li> </ul>	<ul style="list-style-type: none"> <li>Completed solution System Acceptance</li> <li>Completed burn-in period</li> <li>Project acceptance</li> </ul>

## Project Management Services

Vontas will provide project management support for the entire duration of the PID wayside implementation activities. The Vontas project manager will be responsible for the successful planning, design, and execution of the PID wayside implementation, including effective stakeholder communication, risk mitigation and meeting project milestones. The project manager will be the key point of contact for Sun Metro for the duration of the PID wayside implementation effort. Vontas will also require Sun Metro assign a project manager for this implementation. The two project managers will work together to ensure consistent dialogue is maintained through well-established communication channels.

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

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

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

## Project Duration

The PID wayside implementation is expected to be completed within four (4) months following contract execution. Following the receipt of notice to proceed, a mobilization period of up to thirty (30) days may be required to kick off the project and align project resources. Vontas will work to minimize this mobilization period through proactive planning with Sun Metro.

If the length of the project exceeds four (4) months from contract execution, either due to Sun Metro readiness, required source data, or resourcing delays, a project may be required to fund the extension. Sun Metro will issue a Purchase Order to Vontas for the project prior to execution of any activities.

## Sun Metro's Resource Requirements

The table below depicts Sun Metro's estimated resource allocation to support the implementation and effort as outlined in this statement of work.

Resource	Resource Allocation	Responsibilities
Project Manager	10% of their time during the full duration of the project	<ul style="list-style-type: none"> <li>Primary Sun Metro point of contact for the project</li> <li>Support communication, including regular project status calls, and project activities review</li> <li>Coordinate Sun Metro resources support for delivery of services as identified in the statement of work</li> <li>Coordinate the review and approval of documentation</li> </ul>
System Administrator	70% of their time during Training and PID Validation activities	<ul style="list-style-type: none"> <li>Participate in design review</li> <li>Main Sun Metro resource available to support system Software Configuration / PID wayside Validation</li> <li>Participate in PID training</li> <li>Support equipment installation, providing power and network connectivity</li> <li>Sign-off on validation documentation</li> <li>Exercise system during burn-in period</li> <li>Sun Metro technical support lead and frequent point of contact</li> </ul>

## Project Assumptions

- Any services or requests not identified within this statement of work will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
- Vontas may require up to sixteen (16) weeks of lead time for equipment procurement, which is subject to change based on current global supply chain constraints. Vontas will work directly with Sun Metro to expedite all equipment purchases where possible.
- Sun Metro will have all necessary and appropriate personnel at all meetings for the purpose of completing the Kick-Off, Design Review and three (3) Brio Dyer corridor wayside sign ATPs.
- Sun Metro will provide access to TM application server and MPM CMS for Software configuration. If access to the MPM CMS requires Sun Metro IT staff supervision, Sun Metro IT staff will provide reasonable Vontas access support in a timely matter as to not impede on or delay Vontas

professional services delivery. Additional costs may apply if remote access to Sun Metro MPM CMS causes a project delay.

5. The delivery of on-site services is conditional on the guidance of the latest travel and health advisories issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at Sun Metro.
6. Vontas will have the authority over the Software configuration. All communications regarding the CSM Software and PID wayside component equipment, approval of work and workmanship should flow through Vontas representatives, via Sun Metro's project manager.
7. The MPM solution will take advantage of existing Vontas infrastructure and data sources unless otherwise indicated.
8. Sun Metro will provide all transit hub provisioning, including power to sign, infrastructure for mounting PIDs, Ethernet network connectivity and power to all devices.

### *Change Provisions for Scope of Work*

Should either party require a change in the timeline or scope of the effort(s) involved, the party requesting the change will submit a written request documenting the requested change to the other party. There is no change in project scope, unless and until a formal change order or amendment is entered into in writing and signed by authorized representatives of both parties.

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Schedule D

Maintenance and Support

**MessagePoint.TV Service Level Agreement (SLA)**

**1. Definitions:**

- a. **“End User”** means the customer that has purchased the right to use the Service Platform.
- b. **“Provider”** means Vontas and its 3<sup>rd</sup> party licensors of the Service Platform.
- c. **“Platform Uptime Percentage”** means the difference, expressed as a percentage between the total possible time (100%), based on the calendar month, and the time that the functionality of the service was **Materially Affected** (which has the meaning outlined below) by the **Unavailable Status** (which has the meaning outlined below) of one or more elements of the **Service Platform** (which has the meaning outlined below).
- d. **“Materially Affected”** means that the inaccessibility or failure of a **Service platform** (which has the meaning outlined below) element such that either the functioning of the public display elements of the system are impacted to a degree that would be noticeable to the average viewer AND/OR such that the End User is not able to make a desired **Content Change** (which has the meaning outlined below)
- e. **“Unavailable Status”** means the condition in which a platform element cannot be successfully utilized in a manner consistent with the normal operation of the **Service Platform** except when such lack of availability is the result of one of the exclusions outlined in section 6.
- f. **“Service Platform”** means all the elements of the Provider’s infrastructure, and the directly connected supporting infrastructure which is nominally under the control of Provider either directly or via contracted service with a third party service provider. The Service Platform does not include elements outside of Provider’s control, including but not limited to elements such as Public Internet infrastructure, End User provided infrastructure, un-managed End User owned displays and supporting systems, End User network infrastructure, 3<sup>rd</sup> party systems and 3<sup>rd</sup> party content APIs.
- g. **“Content Change”** means the modification or replacement of a discrete element of the visual content display on the public display elements of the system. This can include, but is not limited to: Adds, Moves, Deletions, or Modifications of images, videos, data elements, configurations, scheduling, programming, or API Data.
- h. **“Content Change Request”** means the submission via one of the support channels provided by Provider included in a given End User’s **support plan** (which has the meaning outlined in section 2) of a request to perform a **content change**. Such request shall be considered valid for SLA purposes if it contains at least the required elements such as the content item, content location, scheduled start, scheduled end (if any) and publishing location.
- i. **“Content Change Credit”** means a single **content change request** whether it is an Add, Move, Change, or Remove. A single request may affect any number of controllers. It may also represent multiple files or changes as long as they are to the same channel layout, app, or campaign.

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- j. **“Content Design Credit”** means a credit, withdrawn from a pool of credits granted by either a **support plan** or a one-time purchase of a set number of credits, which are used when End Users request the creation of a new piece of digital content or a non-trivial change to an existing piece of content. Different types of content require different numbers of content credits from a single credit for the creation of a template-based image to 10 credits for 30 seconds of video. See the Content Credit guide for specific credit costs and other details.

## 2. Support Plans:

Provider offers its End User(s) a set of support plan offerings that offer different divisions of responsibility for the day to day operation and maintenance of the MessagePoint.TV Service as outlined below:

### a. Self-Managed

With Self-Managed Service Provider is responsible for the maintenance and operation of the Service Platform. The End User is responsible for all content changes, content creation, and initial triage and diagnosis of the failure of any End User premises equipment.

#### i. Support Scope –

1. **Remote:** Provider is responsible for maintaining the shared MP.TV Service platform that support the End User’s premises MP.TV infrastructure or displays, controllers and supporting infrastructure. This End User premises infrastructure is not included in Provider’s support scope except as outlined below in the limited co-managed support entitlement.
2. **Remote:** End Users are entitled to attend such scheduled one to many online training sessions, webinars, and Q&A sessions as Provider makes available to any other End User. End Users may also access recordings, if available, of such trainings.
3. **Remote:** End User may submit usability questions via the Provider’s support forums or via e-mail support.
4. **Remote:** End User is entitled to one 2 hour annual design and usability training session via web / video conference.
5. (optional) **OnSite:** Training may be provided on a demand basis subject to the prevailing rates in the current professional services rate schedule plus applicable travel expenses.
6. (optional) **OnSite:** Consulting may be provided on a demand basis subject to the prevailing rates in the current professional services rate schedule plus applicable travel expenses.

ii. **Content Change Credits** – Except as outlined below in the limited co-managed support entitlement, there are no content change credits included in the self-managed support agreement. End User can request content changes from Provider on a time and materials basis according to the prevailing professional services rate schedule.

iii. **Content Design Credits** – There is no monthly allowance of Content Design Credits with the self-managed support agreement. End User may, at their sole option, either purchase bundles of content design credits separately for on-demand content creation services, or may contract content creation services from Provider on a time and materials basis according to the prevailing professional services rate schedule

iv. **Technical Support** – End Users may submit technical support tickets to Vontas. Assistance will be provided according to the support availability outlined in section 4

v. **Limited Co-Managed Support Entitlement** – Because Provider recognizes that the need to maintain the MessagePoint.TV system does not stop if a key employee is out for vacation, health issues, or leaves the organization, we provided a limited Co-Managed

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Support entitlement with all Self-Managed support subscriptions. Starting on the first calendar day of a new contract year self-managed End Users are granted two weeks of Co-Managed Support Entitlement. At any time during the contract year the End User's designated point of contact, or a senior officer of the organization, is entitled to request the activation of a 7-day co-managed support entitlement. For the next 7 days, without any additional cost, Provider will provide Services materially consistent with the co-managed support agreement below. The ability to provide this Service is provided on a best effort basis and may be limited by the available information about the configuration and normal operation of the End User's services. End User may use both entitlements in a back to back 14-day period but may not use less than 7 days in one incident. Co-Managed support entitlements that are not used in a given contract year do not carry over to the next year and are waived.

### **3. End User Requirements - In order for Provider to deliver the Services outlined in the SLA to End User, the following requirements apply:**

- a. End User must designate one (or more as required for operating schedule coverage) POC for each location who will act as liaison to provide required access, perform any simple troubleshooting or triage steps at the direction of Provider support personnel, inspect any work performed, and/or provide site specific information.
- b. End User must provide consistent and reliable Internet and API Access to the MP.TV controller or intelligent display. Access must not be blocked by firewalls or content filters to the required cloud-based services and sites. Failure to provide this access may result in diminished capability up to and including service outage that would be beyond Provider's control.
- c. If Provider is providing installation services as part of this Agreement, End User must provide appropriate power to a location within 2 meters of the display. If the location is not located behind the display, Provider may use surface mount conduit or anchors to secure cabling to the wall in order to reach the provided power source.
- d. End User will provide all content in a supported form to include size, format, and copyrights.
- e. End User must respond promptly to any Provider request for assistance, information, or logistical assistance.
- f. (Optional) If End User desires for Provider to provide schedule related content or visual applications, accurate information must be provided electronically in a supported static or API format as required (CSV, JSON) according to Provider guidelines. Failure to provide accurate information or timely updates will likely result in undesirable or inaccurate results that will be beyond Provider's control.

### **4. Service Levels:**

The Service based on Transit Point Visual Applications and MP.TV platform ("Platform") shall be available as set forth in this Service Level Agreement for End User's access and use during any calendar month during the Term.

#### **Uptime & Performance:**

Provider guarantees that this Platform will achieve a minimum Platform Uptime Percentage of **99.00** percent and will be fully functional as set forth below.

Downtime caused by Scheduled Maintenance as defined in Section "Scheduled Maintenance" (below) is not included in the calculation of downtime. Uptime is defined as the time that the Platform is operational. Uptime will be measured monthly as a percentage. Uptime Percentage will be calculated by dividing (a)

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the total number of available hours minus the total number of downtime hours by (b) the total number of hours available in such month.

Force Majeure events shall not be included in the uptime calculation. In addition, once Provider has properly notified the End User designated POC of an action that needs to be taken for diagnostic, resolution, or workaround reasons, the time taken by End User personnel to perform this action and report back to Provider shall not be included in the uptime calculation. Also, once Provider has properly notified the designated End User POC of an out of service condition caused by the failure of an End User or End User contracted 3<sup>rd</sup> Party infrastructure or data service, such as Power, Internet, 3<sup>rd</sup> Party API, or Network Connectivity, additional downtime related to this condition shall not be included in the uptime calculation.

Resolutions: Provider may correct any error or outage by providing a fix or reasonable workaround. Provider will use any reasonable efforts to further correct any such issue, but once a workaround is in place no specific resolution period is promised or contracted.

#### **Support:**

Provider shall provide 12x5 technical support for the Platform from 7A to 7P CST (24x7 for business critical issues).

#### **Scheduled Maintenance:**

Provider reserves the right to take the platform offline for up to eight (8) hours monthly for maintenance ("Scheduled Maintenance"), provided that Provider shall give End User at least two (2) business days' advance written notice of any Scheduled Maintenance, except in the case of a critical maintenance window, where the failure to perform such maintenance in a timely fashion is likely to result in a critical system failure or an I.T. security breach, and that no single offline period, that materially effects End User's Services shall exceed twelve (12) hours in duration. Provider will use all commercially reasonable means to conduct Scheduled Maintenance outside of End User's business hours.

#### **Product Upgrades:**

During the Term of this Agreement, Provider will make available to End User standard upgrades, product upgrades and patches as they are released to Provider's general end user base.

Any production version should be within the last three (3) service upgrades in order to provide high availability, security and reliability with swift support for the End User platform.

##### **a. Upgrade Process:**

Provider will work with End User to determine an appropriate time to upgrade End User's platform. Upon completion of the upgrade, Provider may require that End User certify that all functionality is working correctly.

##### **b. Upgrading Custom Work:**

Any custom modifications that must be upgraded or modified in order to function properly following a product upgrade are subject to additional professional services fees under a separate scope of work.

## **5. Data Ownership and Backups:**

- a. **Data Ownership** – Provider retains sole ownership of the program code, configurations, and parameters that collectively make up the System Platform. End User shall have no rights to this software and materials in the event the SOW is terminated. End User retains the right to any media files, images, video, or End User supplied application code stored in the MP.TV content repository. Provider agrees to delete this content upon written request from an authorized representative of End User. In addition, Provider will provide a copy of all data stored in the



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content repository via FTP access upon request or will provide a copy of this data upon request on removable media subject to the payment of reasonable direct labor costs and materials required to produce this copy, as mutually agreed upon pursuant to written agreement by the parties. In addition to the Content Repository certain information such as logging, proof of play, and audit information is stored in the platform. This information is retained as long as the respective controller/player is still provisioned in the System Platform. Some system level information may be maintained as long as at least one controller/player is still maintained in the account. This information may be freely accessed via the platform administration web-UI and may be exported by the End User via the inbuilt functions of the platform. In addition, as long as any co-managed or fully managed support agreement is in force then Provider will assist in the bulk export of this information as part of the support agreement.

- b. **Data Backup** – All critical elements of The MP.TV platform that contain non-transient or stateful data are protected from loss via regular system level snapshots and through server and or data center level distributed redundancy. These provide for a recovery point objective of 4 hours or less. Data Continuity plans vary by infrastructure component and details for a specific component are available upon request and under NDA. Non-Critical elements such as transient data, or stateless data that can be easily re-imported from the source system or re-created within the Resolution Time may be protected by less stringent backup and redundancy methods. In any case Provider's platform backup strategy is designed to protect from platform failure, and not from accidental deletion or misconfiguration. As a shared platform, many of Provider's platform level components do not support a data restoration or rollback of a single End User or data element. End User agrees that it shall not use the MP.TV Content Store should as the sole storage location for any file or set of files as Provider is unable to provide single file or individual client data restoration services.

**6. Exclusions:** Provider is only able to meet its obligations under this SLA within the confines of an End User stable environment and with the cooperation of all parties involved in the delivery of the Service. As such:

- a. End User agrees that they will promptly respond to any request for information or action by Provider, and that any time that is expended waiting for such response shall not apply to any calculation of platform uptime percentage.
- b. End User agrees that Provider's MessagePoint.TV platform is dependent on unrestricted and performant connectivity to its cloud servers and infrastructure via the public internet. As such any interruption or degradation of this connection prior to the initial point where the Provider has control of the network connection is beyond the Provider's control and shall not apply to any calculation of platform uptime percentage.
- c. End User agrees that it shall ensure Provider has commercially reasonable unrestricted physical, network, and internet access to its End User premises infrastructure.
- d. End User agrees that it will only use the MessagePoint.TV infrastructure to display non-private public information for which it has appropriate license or copyright permissions, and that any interruption in Service due to legal or other action related to the display of prohibited content shall not be included in the calculation of platform uptime percentage.
- e. End User agrees that it will not provide access to the MessagePoint.TV platform to any entity or individual that is not a direct employee of the End User without written permission of Provider. If End User provides such access and the result of this access is platform downtime, then Provider shall not be responsible for platform uptime calculations. In addition, remediation of any issues caused by such unauthorized party's access shall not be covered by any support agreement and

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shall be subject to time and materials professional services at the rates outlined in the current professional services rate schedule.

- f. End User understands and agrees that the MessagePoint.TV platform should never be the sole storage medium for any display content. Data in the platform is protected from loss due to platform failure, but not from deletion, user action, or accidental misconfiguration.
- G. End User understands that access to the platform is predicated on the payment of all fees due according to the payment terms outlined in the End User's contract. Should this payment not be made according to the terms, access to the platform may be suspended, data may not be collected, and regular content display may be interrupted. In addition, 60 days after this suspension Provider reserves the right to remove the provisioning, configuration, logging, and metadata associated with any controllers/players under the account. This may result in the loss of historical information including, but not limited to, proof of play and metadata associated with these devices. 90 days after suspension Provider reserves the right to remove the End User's account from the platform and purge all data. In either case, professional services and other costs may be charged to restore normal operation. End User will be responsible for these costs as part of the restoral of services.

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**Schedule E**

**Equipment Warranty**

1. For how long after your purchase:

- Thirty-six (36) months from date of purchase for parts and labor for commercial use, unless you have specifically purchased any extended warranty.

2. What we will do

- At PROVIDER's discretion, (1) pay an authorized Service Center for both labor charges and parts to repair your display, or (2) replace your display with a new or refurbished/remanufactured equivalent value product. The decision to repair or replace will be made solely by PROVIDER. See "How to get service".

3. How to get service

- Please have your original purchase receipt or proof of purchase (bill of sale or receipted invoice) which states that condition of the unit (New, Used, etc.), the unit's date of purchase, place of purchase and model/serial number ready. The model/serial number information can be found on the back of your unit.
- Call Provider, or 1-844-4My-SIGN or visit [www.MPMedia.tv/support](http://www.MPMedia.tv/support)
- A representative must troubleshoot your problem over the telephone or through e-mail before receiving service. If it is determined that your unit requires service, the service location will be at the sole discretion of PROVIDER based upon the Provider's warranty.
- At the sole discretion of PROVIDER, display will either be repaired at an Authorized Service Center or directly exchanged for a new or refurbished/recertified unit.
- If repaired at an Authorized Service Center, PROVIDER is not responsible for transportation costs to the Authorized Service Center. However, PROVIDER will pay for return shipping. PROVIDER will provide instructions for packaging and shipping the unit. Units that are improperly packed and damaged during shipping are not covered under your product warranty.
- Proof of purchase in the form of a bill of sale or receipted invoice which is evidence that the product is within the warranty period must be presented to obtain warranty service.
- In the event that a unit is to be replaced, a picture of the back of the unit showing the model and serial number and picture of the issue itself may be required.
- PRE-AUTHORIZATION MUST BE OBTAINED BEFORE (1) SENDING ANY PRODUCT TO AN AUTHORIZED SERVICE CENTER, OR (2) OBTAINING ANY ON-SITE REPAIR/REPLACEMENT/ RENTAL SERVICES.

4. What your warranty does not cover

- A unit sold in "As-Is", "Used", "Factory Reconditioned", "Factory Re-Certified", or "Refurbished", condition or with faults.
- Units physically broken during shipment.
- Installation and related adjustments, or damage resulting from installation.
- Damage resulting from non-approved installation methods.
- Damage from misuse, abuse, neglect, vandalism, normal wear and tear, cosmetic damage, mishandling, faulty installation, or power line surges.
- Markings or images on the television's panel resulting from viewing fixed images (including but not limited data or images in fixed screen locations).
- A display that has been modified or incorporated into other products without permission and consultation with PROVIDER.
- A unit purchased or serviced outside the USA or Canada.
- Acts of nature or God, such as but not limited to vehicular accident, flooding, water leakage, or

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lightning damage.

- Special, incidental or consequential damages.

#### 5. Pixel Defect Policy

We strive to deliver the highest quality products and use some of the industry's most advanced manufacturing processes whilst practicing stringent quality control. However, pixel or sub-pixel defects on the PDP / TFT panels used in Plasma & LCD displays are sometimes unavoidable. No manufacturer can guarantee that all panels will be free from pixel defects, but PROVIDER warrants that any Plasma & LCD displays with an unacceptable number of defects will be repaired during the warranty period in line with your warranty conditions. This notice explains the different types of pixel defects and defines the acceptable defect level for the LCD screen. In order to qualify for repair under warranty, the number of pixel defects must exceed a certain level as shown in the reference table. If the LCD screen is within specification a warranty exchange / claim back will be refused.

Bright dot defects appear as pixels or sub-pixels that are always lit or "on" Black dot defects appear as pixels or sub-pixels that are always dark or "off".

In order to qualify for repair due to pixel defects during the warranty period, a PDP / TFT panel in a MP.TV LCD display must have pixel or sub pixel defects exceeding the tolerances listed in the following table.

BRIGHT DOT EFFECT	ACCEPTABLE LEVEL
1 Lit Pixel	4
BLACK DOT EFFECT	ACCEPTABLE LEVEL
1 Dark Pixel	10
TOTAL DOT EFFECTS OF ALL TYPES	12

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Schedule F

FTA Terms

[Sun Metro's FTA Terms Follow This Page]

**Federal Transit Administration (FTA) Clauses  
for Material & Supplies Contracts as per FTA  
Master Agreement MA (30) dated April 25, 2025,  
and as may be amended.**

Contractor shall comply with the following FTA requirements. For purposes of these clauses, the AGENCY is the FTA recipient or subrecipient that is entering the Contract with Contractor.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

***Applicable to ALL FTA assisted contracts and subcontracts.  
Applicable to all procurement types or amounts***

- (1) The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract.
- (2) Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**FALSE OR FRAUDULENT STATEMENTS OR CLAIMS  
- CIVIL AND CRIMINAL FRAUD**

**31 U.S.C. § 3801, et seq  
49 CFR Part 31  
49 U.S.C. § 5323(l)(1)  
18 U.S.C. § 1001**

***Applicable to ALL FTA assisted contracts and subcontracts.  
Applicable to all procurement types or amounts***

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5323, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each

subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO THIRD PARTY CONTRACT RECORDS  
49 U.S.C. § 5325(g)**

***Applicable to ALL FTA assisted contracts and subcontracts.  
Applicable to all procurement types or amounts***

**Access to Records** - The following access to records requirements apply to this Contract:

- (1) Contractor shall retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- (2) Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (3) Contractor also agrees to abide by and flow down the following language:
  - To provide the U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all its subcontractors contract records (at any tier) as required under 49 U.S.C. § 5325(g).
  - To provide sufficient access to all of its subcontractors contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.
- (4) Contractor shall permit FTA, the Agency, and their duly authorized representatives' access to the sites of performance under this Contract as reasonably may be required.

**CHANGES TO FEDERAL REQUIREMENTS  
31 U.S.C. § 3729, et seq.**

***Applicable to ALL FTA assisted contracts and subcontracts.  
Applicable to all procurement types or amounts***

- (5) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in Section 3.j.(1) of the FTA Master Agreement MA(30), dated November 2, 2022 between Agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply, shall constitute a material breach of this contract.
- (6) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Contractor's principal, official, employee, agent, or a Subcontractor's Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect

the Federal Government's interest in a Project or related activities.

#### **CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 621 – 634; 42 U.S.C. § 2000; 29 U.S.C. § 794;  
42 U.S.C. § 6101; 42 U.S.C. § 12112; 21 U.S.C. § 1101, et seq.;  
42 U.S.C. § 12101; 49 U.S.C. § 5332; 29 CFR Part 1625;  
41 CFR Parts 60; 29 CFR Part 1630; 36 CFR Part 1194;  
49 CFR Parts 21, 25, 26, 38, 39, 609; 28 CFR Parts 35, 36;  
18 U.S.C. § 1001; 45 CFR Part 90; 31 U.S.C. § 3801, et seq.;  
20 U.S.C. § 1681, et seq.; 42 U.S.C. § 4151, et seq.;**

#### ***Applicable to ALL FTA assisted contracts and subcontracts. Applicable to all procurement types or amounts***

- (1) The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

a. **Nondiscrimination in Federal Public Transportation Programs.**

- i. *Contractor must prohibit:* (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; (b) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (c) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and (d) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
- ii. *Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients,"* to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

b. **Nondiscrimination – Title VI of the Civil Rights Act**

- i. Contractor must prohibit discrimination based on race, color, or national origin,
- ii. Contractor must comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (c) Federal transit law, specifically 49 U.S.C. § 5332; and
- iii. Contractor must follow: (a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and (c) all other applicable federal guidance that may be issued.

c. **Equal Employment Opportunity.**

- i. *Federal Requirements and Guidance.* Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must

also comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (b) Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients." Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

d. **Specifics.**

- i. *Affirmative Action.* If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.
- ii. *Indian Tribe.* Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 26**

#### ***Applicable to contracts awarded on the basis of a bid / proposal offering to use DBEs***

- (1) To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Contractor and Subcontractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

- (1) *Statutory and Regulatory Requirements.* The Contractor agrees to comply with:

- i) Section 11101(e) of IJJA;
- ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and
- iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA Master Agreement.

- (2) *DBE Program Requirements.* A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 CFR Part 26.

- (3) *Special Requirements for a Transit Vehicle Manufacturer (TVM).* The Recipient agrees that:

- i) *TVM Certification.* Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26; and
- ii) *Reporting TVM Awards.* Within 30 days of any third party contract award for a transit vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract using the Transit Vehicle Award Reporting Form

on FTA's website. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

(4) **Assurance.** As required by 49 C.F.R. § 26.13(a):

i) **Recipient Assurance.** The Contractor agrees and assures that:

- (A) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26;
- (B) It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
- (C) Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
- (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.

ii) **Subrecipient / Third Party Contractor / Third Party Subcontractor Assurance.** The Contractor agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

- (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
- (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
- (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and
- (D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

(5) **Remedies.** Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may

impose sanctions as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1F**

***Applicable to ALL FTA assisted contracts and subcontracts.  
Applicable to all procurement types or amounts***

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain applicable and Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All applicable contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause Agency to be in violation of the FTA terms and conditions. The Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

**TERMINATION  
FTA Circular 4220.1F  
49 U.S.C. 322(a)  
2 CFR Part 1201  
2 CFR Part 200**

***Applicable to AWARDS EXCEEDING \$10,000  
Applicable to all procurement types***

- (1) The termination rights under this Contract are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.

**DEBARMENT AND SUSPENSION 2  
CFR Part 180  
2 CFR Part 1200**

***Applicable to AWARDS EXCEEDING \$25,000***

***Applicable to all procurement types***

The Contractor agrees to the following:

- (1) It will comply with the requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
- (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Subcontractor that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by:
  - i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200;
  - ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on



Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and  
iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.

- (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.
- (4) It will ensure that its Subcontract Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
- (5) By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

**LOBBYING**  
**31 U.S.C. 1352**  
**49 CFR Part 20**

***Applicable to AWARDS EXCEEDING \$100,000***  
***Applicable to all procurement types***

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**NOTICE TO FTA AND US DOT OF INFORMATION**  
**RELATED TO FRAUD, ETC.**  
**2 C.F.R. §§ 180.220 and 1200.220**  
**31 U.S.C. § 3729, et seq.**

***Applicable to all contracts and subcontracts in excess of \$25,000***

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the AGENCY, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its subcontracts at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) ***Types of Legal Matters Requiring Notification.*** The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) ***Matters Affecting the Federal Government.*** Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) ***Additional Notice to U.S. DOT Inspector General.*** Contractor must promptly notify the AGENCY, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 6 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the AGENCY, including divisions tasked with law enforcement or investigatory functions.

**RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION 2**  
**C.F.R. §§ 180.220**  
**2 C.F.R. §§ 1200.220**  
**31 U.S.C. § 3729, et seq.**

***Applicable to AWARDS EXCEEDING \$25,000***  
***Applicable to all procurement types***

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of El Paso. This decision shall be final and conclusive unless within thirty (30) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of City of El Paso. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision

of the authorized representative of City of El Paso shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by City of El Paso, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City of El Paso and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Texas.

**Rights and Remedies** - The duties and obligations imposed by the

Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of El Paso or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**CLEAN AIR**  
**42 U.S.C. §§ 7401 – 7671q.**

***Applicable to AWARDS EXCEEDING \$150,000 Applicable to all procurement types***

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**CLEAN WATER**  
**33 U.S.C. §§ 1251 – 1388**

***Applicable to AWARDS EXCEEDING \$150,000 Applicable to all procurement types***

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 – 1388. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**BUY AMERICA REQUIREMENTS**  
**49 U.S.C. 5323(j)**  
**49 CFR Part 661**

***Applicable to AWARDS EXCEEDING \$150,000***  
***Applicable to rolling stock purchases, construction and materials & supplies procurement types***

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts.

(1) The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be

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assembled in the United States and have a 60 percent domestic content.

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

(3) Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.

**CARGO PREFERENCE REQUIREMENTS 46**  
**U.S.C. § 55305**  
**46 CFR Part 381**

***Applicable to AWARDS involving transport by ocean vessel***  
***Applicable to rolling stock purchases, construction and materials & supplies procurement types***

The contractor agrees:

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

**FLY AMERICA**

**49 U.S.C. §40118**  
**41 C.F.R. §§ 301-10.131 – 301-10.143**

***Applicable to AWARDS***  
***involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation Applicable to all procurement types***

(1) The Contractor agrees to comply with 49 U.S.C. 40118 (Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 - the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301- 10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

(2) The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

(3) The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **ENVIRONMENTAL PROTECTIONS**

### ***Applicable to all procurement types***

(1) The Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

(2) **National Environmental Policy Act**. The Contractor and its subcontractors shall comply with the following and shall flow the following down to its subcontractors:

1. Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: i) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;
  - i) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;
  - ii) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
  - iii) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and
  - iv) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient of the Award, the accompanying Underlying Agreement, and any Amendments thereto.
2. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
  - i) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision-making in Environmental Reviews," January 14, 2013;
  - ii) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
  - iii) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

(3) **Environmental Justice**. The Contractor and its subcontractors shall comply with the following:

1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;
2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and
3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(4) **Other Environmental Federal Laws**. The Contractor shall comply or facilitate compliance, and assures that its subcontractors will comply or facilitate compliance, with all applicable and mandatory federal laws, regulations, and requirements, and will follow applicable and mandatory guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

(5) **Corridor Preservation**. The Contractor agrees that:

1. It will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed; and
2. It will follow FTA Final Guidance on the Application of 49 U.S.C. § 5323(q) to Corridor Preservation for a Transit Project, October 27, 2014.

(6) **Use of Certain Public Lands**. The Contractor shall comply, and assures that its subcontractors will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

(7) **Historic Preservation**. The Contractor shall, and assures that its subcontractors will:

1. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.
2. Comply with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
3. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.
4. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.
5. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

(8) **Indian Sacred Sites**. The Contractor shall, and assures that its subcontractors will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to

American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

(9) **Mitigation of Adverse Environmental Effects**.

1. The Contractor shall comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in its finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.
2. The Contractor agrees that:

- i) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto;
- ii) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached; and
- iii) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

(10) **Energy Conservation.** The Contractor shall, and assures that its Subrecipients will, comply with the applicable and mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

**RECYCLED  
PRODUCTS 42 U.S.C.  
6962  
40 CFR Part 247**

***Applicable to all procurement types when procuring  
\$10,000 or more per year of items designated by EPA***

(1) The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**CONFORMANCE WITH NATIONAL ITS  
ARCHITECTURE 23 U.S.C.  
§517(d)**

***Applicable to all procurement types and solicitations for ITS  
projects***

The Contractor shall conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

**ADA ACCESS  
29 U.S.C. § 794  
42 U.S.C. §12101, et seq.  
42 U.S.C. §4151, et seq.  
49 U.S.C. §5332**

***Applicable to all Contracts for rolling stock or facilities  
construction/renovation***

The Contractor shall comply, and shall flow down the following requirements to each subcontractor, with the following federal prohibitions against discrimination based on disability in Contractor's performance of this contract:

(1) Federal laws, including:

- i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
- ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities.
- iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
- iv) Federal transit law, specifically 49 U.S.C. §5332, which now includes disability as a prohibited basis for discrimination, and
- v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including:

- i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
- v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
- ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
- x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

**ASSIGNABILITY CLAUSE  
49 U.S.C. chapter 53**

***Applicable to all procurements through assignments  
("piggybacking")***

The Contractor shall comply:

(1) With the requirements of 49 U.S.C. chapter 53 and other applicable

federal laws, regulations, and requirements in effect now or later that affect its subcontract procurements;

(2) With the applicable U.S. DOT Common Rules; and

(3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance

### **SAFE OPERATION OF MOTOR VEHICLES**

#### ***Applicable to ALL procurement types***

(1) **Seat Belt Use.** The Contractor shall implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- Flow down this "Seat Belt Use" provision in each subcontract agreement related to the Award.

#### **(2) Distracted Driving, Including Text Messaging While**

**Driving.** The Contractor shall comply with:

- Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and
- The following U.S. DOT Special Provisions pertaining to Distracted Driving:
  - o The Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
  - o The Contractor shall conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
- The Contractor shall flow down this provision in each subcontract agreement related to the Award.

### **NTD REPORTING**

As a condition of benefitting from federal assistance for public transportation operations, Contractor and its subcontractors must, to the extent the following are readily known by the Contractor and are commercially and financially practicable: (A) facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); (B) conform to the NTD reporting system and the Uniform System of Accounts and Records; (C) comply with FTA regulations, FTA Clauses for Materials & Supplies Contract – Revised June 28, 2023

"Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630; (D) report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions:

(1) any information relating to a transit asset inventory or condition assessment; (2) any data on assaults on transit workers; (3) any data on fatalities that result from an impact with a bus; and (4) such other information as FTA may require; (E) comply with any other applicable reporting regulations, and requirements; and (F) follow FTA guidance.

### **TRAFFICKING IN PERSONS**

Contractor shall not: (A) engage in severe forms of trafficking in persons during the Contract term; (B) procure a commercial sex act during the Contract term; or (C) use forced labor in the performance of the Contract. Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY. The Contractor shall flow down this provision in each subcontract agreement related to the Award.

## **BUY AMERICA CERTIFICATION**

### **CERTIFICATION REQUIREMENTS FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

*This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel or manufactured goods (as defined in 49 CFR §§ 661.3 and 661.5). Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.*

#### **Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 C.F.R. Part 661.11.

Date July 29, 2025

Signature 

Company Trapeze Software Group, Inc. dba Vontas

Name Peter Aczel

Title General Manager

*The bidder or offeror certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the bidder or offeror understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification*

#### **Certificate of Non-Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

*The bidder or offeror certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the bidder or offeror understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification*

Bidder's [Company] Name: \_\_\_\_\_

PPS FORM 017, Rev.3, 5/22/2023 (Discard previous versions)

2025-0503 Wayside Signs

## **Title 2. Chapter 2.92. Section 2.92.080 Disclosure of Campaign Contributions and Donations**

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Click the link below to view ordinance

[Ordinance No. 019581 | Code of Ordinances | El Paso, TX | Municode Library](#)

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