

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



DEPARTMENT: Sun Metro – Mass Transit
Purchasing & Strategic Sourcing
AGENDA DATE: August 5, 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:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0462 Trapeze Software and Equipment Maintenance to Trapeze Software Group, Inc., dba Vontas, the sole and authorized distributor of the Transit Master & Response Master CAD & A VL software for a term of five (5) years for an estimated amount of \$2,066,911.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will allow Sun Metro to maximize dispatchers efficiency. Transit Master CAD/AVL software automatically coordinates real-time includes; automated vehicle monitoring, single point of log-on, intelligent decision support.

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: An increase of \$681,892.00, which represents a 49.23% increase due to additional scope of work: 1) the Infotainment and 2) management system for the in-bus signs and the on-street signs and increased operational costs due to rising wages and expenses for tech companies.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: 2,066,911.00

Funding Source: Sun Metro Operating Funds

Account: 560-3215-60060-531180-P6019

2025-0462 Trapeze Software and Equipment Maintenance

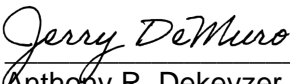
REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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 August 5, 2025.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0462 Trapeze Software and Equipment Maintenance to Trapeze Software Group, Inc., dba Vontas, the sole and authorized distributor of the Transit Master & Response Master CAD & A VL software for a term of five (5) years for an estimated amount of \$2,066,911.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to maximize dispatchers efficiency. Transit Master CAD/AVL software automatically coordinates real-time includes; automated vehicle monitoring, single point of log-on, intelligent decision support.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$681,892.00, which represents a 49.23% increase due to additional scope of work: 1) the Infotainment and 2) management system for the in-bus signs and the on-street signs and increased operational costs due to rising wages and expenses for tech companies.

| | |
|-------------------------------|--|
| Department: | Sun Metro – Mass Transit |
| Award to: | Trapeze Software Group, Inc., dba Vontas |
| City & State: | Cedar Rapids, IA |
| Item(s): | All |
| Initial Term: | 5 Years |
| Total Contract Time: | 5 Years |
| Initial Term Estimated Award: | \$2,066,911.00 |
| Total Estimated Award: | \$2,066,911.00 |
| 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.

Trapeze Software Group, Inc.
OnRoute Equipment And Software Maintenance Agreement

Trapeze Software Group, Inc. dba Vontas ("Seller" or "Vontas" or "Trapeze") hereby agrees to furnish OnRoute, formerly TRANSITMASTER™, Systems Equipment and Software and other named maintenance services consisting of the necessary parts, labor, and testing of all City of El Paso, a Texas municipal corporation ("COEP" or "Buyer" or "City" or "Sun Metro") Buyer-owned Equipment and licensed Software listed in Attachment A in accordance with the terms and conditions of this Agreement. Buyer agrees to use Seller as the maintenance vendor for all Equipment and Software listed. Buyer agrees to purchase and pay for such services subject to the following terms and conditions:

WHEREAS Buyer wishes to participate in Seller's annual maintenance program;

WHEREAS Seller is the owner of the rights to certain software identified under Attachment A (Collectively "Software"), including copyright, trademark, trade secret and other intellectual property rights;

WHEREAS Seller has granted Buyer certain rights regarding the Software that enable Buyer to use the Software under the terms and conditions specified under the granted license; and

WHEREAS, The Equipment and Software covered by this Agreement are identified in Attachment A, Schedule of Covered Equipment and Software, and pricing for this coverage is identified in Attachment B, Pricing Schedule.

NOW, THEREFORE, the parties agree as follows:

1) DEFINITIONS.

- A. **Rogue Unit:** Equipment that exhibits a recurring problem subject to the following:
 - i. The undesired symptom reported is the same for three (3) sequential removals, and
 - ii. The undesired interval is seven (7) operating days or less.
- B. **Turnaround Time:** Commences on the date of receipt by Seller's Service Center, and continues to the date of shipment back to Buyer.
- C. **No Fault Found ("NFF") / No Trouble Found ("NTF"):** Equipment which requires no repair, replacement or adjustment by Seller in order to return it to a serviceable level in accordance with Article 8, NO FAULT FOUND ("NFF") / NO TROUBLE FOUND ("NTF") EQUIPMENT RETURNS.
- D. **Updates and Upgrades:** Those improvements to the Equipment or Software that Seller generally makes available as part of the annual maintenance program.
- E. **Priority One (1) Variance:** An Equipment or Software performance anomaly resulting in the loss or use of critical system functions to the extent that such loss affects the safety of the public and/or personnel.
- F. **Priority Two (2) Variance:** An Equipment or Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the system to accomplish its primary system functions (e.g., vehicle communications and AVL). Priority Two (2) Variances indicate functional and/or performance deficiencies, but the system is still capable of accomplishing its primary system functions with a satisfactory degree of safety and effectiveness. A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2).

G. **Service Notification:** A notification or bulletin provided by Seller that describes a change to Equipment or Software.

H. **Trade Secrets:** Any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.

I. **Trapeze Equipment ("Equipment"):** The Trapeze proprietary equipment units identified in Attachment A of this Agreement.

J. **Trapeze Software ("Software"):** The Trapeze proprietary software applications identified in Attachment A of this Agreement.

2) MAINTENANCE SERVICES PROVIDED. Seller agrees to provide the following Equipment and Software maintenance services during the term of this Agreement:

- A. Seller shall maintain the Equipment and Software in conformity, and in all material respects, with the descriptions and specifications of the Equipment and Software in effect at the time of this Agreement;
- B. Seller shall send Buyer mailings regarding Updates and Upgrades of the Equipment and Software;
- C. Seller shall provide phone support to Buyer's authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered Equipment and Software.
 - i. Calls received for Priority One (1) Variances shall be returned within one (1) hour.
 - ii. Calls received for Priority Two (2) Variances shall be returned within four (4) hours.
 - iii. Calls received during normal business hours (8:30 AM – 4:30 PM Central Standard Time) of lesser severity than a Priority Two (2) Variance, shall be returned within that business day.
 - iv. After hour calls of lesser severity than Priority Two (2) Variances shall be returned during the first hour of the next business day.

The toll free number for all calls to Seller is 1-866-778-5572.

Buyer shall provide Seller with remote access to Buyer's computers on which the Software is installed. Seller shall provide Updates and

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Upgrades to the Software via remote connection or at its sole discretion, load the software onto the system while on site. All media used to load software on-site shall remain in the possession and control of Seller.

Seller does not represent or warrant that (a) the Equipment or Software shall meet any or all of Buyer's particular requirements; (b) the operation of the Equipment or Software shall be error-free or uninterrupted.

3) TERM OF THIS AGREEMENT. The term of this Agreement shall commence on September 1, 2025, and shall continue through August 31, 2030, unless this Agreement is cancelled in accordance with Article 18 CANCELLATION, then, in that event, upon expiration of the term of renewal.

4) NOT USED.

5) PAYMENT AND PRICING TERMS. Buyer shall pay Seller on a "firm fixed price" basis, in US dollars, in accordance with the Maintenance Plan Fees, attached to and, by this reference, incorporated into this Agreement.

The Seller will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one Purchase Order will not be accepted. Invoices will reflect the Contract Number and the Purchase Order Number. Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, now in force or enacted in the future, applicable to the sale, delivery, or use of Goods. Where credit is extended to Buyer, terms of payment shall be net thirty (30) days from date a proper invoice is received by Buyer, pursuant to Section 2251 of the Texas Government Code. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. Seller should keep the Buyer Comptroller advised of any changes in its remittance addresses.

Time and Material rates are set forth under Attachment B. Time and Material rates shall apply to any repair services for any Equipment covered under Article 8, NO FAULT FOUND / NO TROUBLE FOUND EQUIPMENT RETURNS, and any Equipment and Software covered under Article 7, EQUIPMENT AND SOFTWARE EXCLUDED FROM MAINTENANCE SERVICE COVERAGE.

Seller shall invoice Buyer at the address set forth below for services provided hereunder.

| |
|---|
| Invoice address: |
| City of El Paso Attn: Accounts Receivable PO Box 1890 El Paso Texas 79950-1890 |

6) TAXES AND FEES. THE SELLER ACKNOWLEDGES THAT BUYER IS A TAX-EXEMPT ENTITY AND NOT SUBJECT TO THE PAYMENT OF TAXES AND, IF REQUESTED, BUYER SHALL PROVIDE A COPY OF ITS TAX-EXEMPT CERTIFICATE TO SELLER.

7) EQUIPMENT AND SOFTWARE EXCLUDED FROM MAINTENANCE SERVICE COVERAGE. In the event that Equipment and Software covered under this Agreement is subjected to any of the conditions below by Buyer or any Third Parties, such Equipment and Software shall be excluded from maintenance service coverage.

- A. Equipment or Software subjected to carelessness or negligence;

- B. Equipment or Software subjected to cannibalization or vandalism;
 C. Equipment or Software subjected to alteration or repair in a manner which conflicts with Seller's written repair procedures, specifications, and license terms;
 D. Equipment or Software subjected to inadequate packing, storage or handling;
 E. Equipment or Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to, Acts of War (declared or undeclared), terrorism, or the public enemy; and
 F. Software altered as a result of Third Party service bulletins.

The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the Trapeze Software or the Trapeze Equipment which are caused by the actions or omissions of the Buyer, its employees, contractors or vehicle riders.

8) NO FAULT FOUND ("NFF") / NO TROUBLE FOUND ("NTF") EQUIPMENT RETURNS. Equipment returned for repair under this Agreement and subsequently determined by Seller to be NTF or NFF is subject to the Time and Material pricing contained in Attachment B.

9) ROGUE UNIT. Seller shall apply special testing and repair to any Rogue Unit at no additional charge to Buyer. Any special testing and repair shall not be subject to Article 13, TURN AROUND TIME ON EQUIPMENT RETURNS.

10) EQUIPMENT RETURNS. Buyer shall send all Equipment covered by this Agreement directly to the designated Seller Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Attachment C. Upon repair, Seller shall return the Equipment to Buyer's designated receiving facility, or other locations as designated by Buyer's applicable Return Order. Cost of shipping to the designated Seller Service Center shall be borne by Buyer. Cost of shipping the repaired Equipment to the Buyer's facilities shall be borne by Seller unless the Equipment is deemed NFF / NTF.

11) EQUIPMENT PARTS SUBSTITUTION. Seller reserves the right to substitute functionally equivalent parts for those parts returned to Seller for repair.

12) REPAIR / DIAGNOSIS DOCUMENTATION. Prior to delivery to Seller of Equipment to be repaired, Buyer shall provide Seller with Buyer's normal return order, which shall include the following information:

- A. Date of performance anomaly;
 B. Vehicle Number;
 C. Detailed system description of performance anomaly;
 D. Type number, part number, and serial number of the Equipment;
 E. Buyer Return / Repair Order Number; and,
 F. Ship To address and Contact Name for return of Equipment to Buyer.

13) TURNAROUND TIME ON EQUIPMENT RETURNS. Seller shall provide a Turnaround Time of thirty (30) calendar days for Equipment listed in Attachment A which is returned to Seller in accordance with Attachment C.

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14) DOCUMENTATION OF SOFTWARE DIFFICULTY. Upon the identification of a possible fault or difficulty within any of the Software to be supported hereunder, Buyer shall promptly issue a trouble report to Seller that shall include the following information:

- A. Date of performance anomaly;
- B. Software module in question and location of where Software is installed;
- C. Detailed system description of performance anomaly;
- D. Part number or version number of Software and severity/impact to Buyers operations; and
- E. Contact name and phone number.

The trouble report information shall also be communicated verbally to Seller at 1-866-778-5572. Seller shall forward the trouble report to the designated repair technician.

15) CHANGES TO EQUIPMENT AND SOFTWARE. Seller may issue Service Notifications indicating recommended or mandatory changes to the Equipment and Software covered under this Agreement.

16) CHANGES TO AGREEMENT. This contract may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

17) LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO 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 THIS AGREEMENT, THE USE OF OR INABILITY TO USE ANY PRODUCT DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE MAINTENANCE FEES PAID BY THE BUYER IN THE YEAR PRECEEDING THE CLAIM.

18) CANCELLATION. Seller and Buyer may cancel this Agreement in whole or in part by providing ninety (90) calendar days written notice to the other party for any of the following reasons: (i) For any occurrence described under Article 21, FORCE MAJEURE, or (ii) for material breach by the other party which remains uncured for sixty (60) calendar days following a written notice of the breach and a demand for cure of the breach by the non-breaching party. During the ninety (90) calendar day notice period, the applicable maintenance fees will remain payable.

Cancellation or early termination of the initial five (5) year agreement shall result in waiving of the Seller's "Management Discount" as described in the Pricing & Payment Schedule, Attachment B. In the event of early termination by the Buyer, Buyer shall be invoiced for the annual amount(s) of the "Management Discount" applied from the beginning of the agreement, prorated up to the time of early termination. The discounted amount shall be paid by Buyer if Buyer cancels this Agreement prior to the end of Year 3 Base Maintenance. Fifty percent of the discounted amount shall be paid by Buyer if Buyer cancels this Agreement after the end of Year 3 Base Maintenance. Such Management Discount amounts are set forth in Attachment B. Notwithstanding the above, cancellation or early termination of the initial five (5) year agreement for any occurrence described under Article 21. FORCE MAJEURE or as a result of material breach of the Seller, shall not result in waiving of the Seller's "Management Discount."

Upon cancellation of this Agreement by either party, Buyer shall return all of Seller's assets, if applicable, which have been loaned by Seller to Buyer, within thirty (30) calendar days of the effective date of cancellation. Seller shall return all of Buyer's assets, if applicable, which have been loaned by Buyer to Seller, within thirty (30) calendar days of the effective date of cancellation. In the event assets are not returned within the specified timeframe, the value of the items not received shall be assessed, invoiced to the non-compliant party and paid in full within thirty (30) days from the date of invoice.

The City of El Paso may terminate this contract, in whole or in part, at any time by no less than ninety (90) days written notice to Trapeze. Trapeze will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. Trapeze will promptly submit its termination claim to the City of El Paso to be paid Trapeze. If Trapeze has any property in its possession belonging to the City of El Paso, Trapeze will account for the same, and dispose of it in the manner the City of El Paso directs.

19) NOTICES. Notices under this Agreement shall be sufficient if sent by U.S. certified mail, postage prepaid or by an air courier service, prepaid as follows:

To: Trapeze Software Group, Inc. dba Vontas
Attn: Contracts
526S Rockwell Drive, NE
Cedar Rapids, IA 52402
Tel: 319-743-4522
Fax: 319-743-1106
Email: heidi.wiebold@trapezegroup.com

To: City of El Paso
Attn: City Manager
300 N. Campbell
El Paso, TX 79901

AND: City of El Paso
Attn: Purchasing and Strategic Sourcing
Department
300 N. Campbell
El Paso, TX 79901

AND: City of El Paso Mass Transit Department (Sun Metro)
Attn: Director
10151 Montana Ave
El Paso, TX 79925

20) PATENT, PROPRIETARY RIGHTS, COPYRIGHT AND TRADEMARK INDEMNITY. Seller shall retain all rights in patents, copyrights, trademarks, and trade secrets. Furthermore, neither this Agreement nor the delivery of any work hereunder shall be construed as granting, either by estoppel or otherwise, any right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by Seller. Software utilized under this Agreement is proprietary and ownership of the software remains with Seller and/or its subcontractors, as the case may be. Buyer agrees to: (1) take reasonable steps to maintain Seller's and subcontractors rights in the software; (2) not sell, transfer, publish, display, disclose, or make available the software, or copies of the software, to third parties except where Buyer may disclose the software to

Trapeze Software Group, Inc.
OnRoute Equipment and Software Maintenance Agreement

designated federal representatives under a nondisclosure agreement executed by both parties, (3) not use or allow to be used, the software either directly or indirectly for the benefit of any other person or entity, and (4) not use the software, along with its Updates, patches or Upgrades, on any equipment other than the equipment on which it was originally installed, without Seller's written consent.

Seller agrees that it will indemnify and defend, at its own expense, all suits against Buyer for infringement of any United States patent or copyright which covers, or alleges to cover, the product described herein in the form sold by Seller. Seller agrees that it will pay all sums, which, by final judgment or decree in any such suits, may be assessed against Buyer on account of such infringement, provided that Seller shall be given (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of Buyer to continue the use, as contemplated, of the product so purchased. If, in any such suit so defended, the product is held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for Buyer, or replace the same with a non-infringing product, or modify said product so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing product and refund the purchase price less a reasonable allowance for use, damage or obsolescence.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE PARTIES HERETO FOR PATENT AND/OR COPYRIGHT INFRINGEMENT.

21) FORCE MAJEURE. 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 thirty (30) days or as long as both Parties agree to suspend performance, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will include, but are not limited to 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, 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. 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 of beyond thirty (30) days or what can be agreed between the Parties, the affected party shall be excused from further performance under this contract.

22) CONFIDENTIALITY. Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Seller pursuant to this Agreement shall not be used for any purpose other than fulfilling the requirements of this Agreement. Buyer further agrees to keep in absolute confidence all data relative to the business of Seller, Buyer,

their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller.

Notwithstanding the above, Seller acknowledges that Buyer is subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). Buyer will maintain the confidentiality of the proprietary information to the extent permitted by law and agrees that, as required by the Act, it will notify Seller if a request relating to such proprietary information is received. Seller represents that it understands that the Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert its own proprietary interest to the state attorney general as a basis for nondisclosure.

23) APPLICABLE LAW AND VENUE. The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso. The parties agree that the "UN Convention for the International Sale of Goods" is expressly excluded.

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

24) DISPUTES.

(a) The parties shall attempt to resolve any dispute arising out of or relating to this contract promptly by negotiation in good faith between executives. Any party shall give any other party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the party receiving notice shall submit to the other a written response thereto.

(b) All reasonable requests for information made by one party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this Section (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

(c) If the matter in dispute has not been resolved within thirty (30) days, the parties may agree to submit the dispute to mediation.

(d) Notwithstanding anything in this Agreement, in the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which is not resolved through the methods mentioned in article 24. DISPUTES, each party shall have the right to exercise any and all remedies available at law or equity.

25) ENTIRE AGREEMENT. This Agreement, including Attachments A, B C, and D, and any Purchase Orders issued pursuant hereto, shall be the entire agreement of the parties relating to the product(s) provided and purchased between the parties and shall supersede any other agreement, whether written or oral. Seller and Buyer specifically represent each to the other that, except for Purchase Orders that may be issued pursuant to this Agreement, there are no additional or supplemental agreements between them related in any way to the Goods or the use of such Goods. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

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Additional terms and conditions may be set forth in a written Purchase Order. If there is a conflict between the terms of this Agreement and any Purchase Order, the terms of this Agreement shall prevail.

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

- a) be in effect only to the extent that such clauses are applicable to the subject matter hereof;
- b) have a DBE content requirement of 0%;
- c) not include Buy America requirements unless a Buy America certificate has been signed by Trapeze in relation to this agreement;
- d) not transfer ownership of any intellectual property;
- e) not include any bonding requirements for this agreement; and
- f) not include any liquidated damages for this agreement.

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

26) TRADE SECRETS. Buyer acknowledges that all Trade Secrets relating to or concerning the OnRoute system, including any modifications made thereto, are owned by Trapeze or Trapeze has the applicable rights of use and Buyer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without Seller's prior written consent. Buyer shall prohibit any persons other than Buyer employees from using any components of the OnRoute system and Buyer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the OnRoute system to Buyer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement. Notwithstanding the language of Section 26, the Seller acknowledges that the Buyer is subject to the Public Information Act, Chapter 552, Texas Government Code.

27) ADVERTISING. Neither party will advertise or publish, without the other party's prior consent, the fact that the other party 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 or pursuant to any public information laws.

28) DATA/DATABASE OWNERSHIP. The license to use the Seller's OnRoute database is granted to Buyer solely for the development of internal reports by Buyer and for the integrated operation of Trapeze Equipment and Trapeze Software components. Unless expressly included herein, all other access rights to the Seller's OnRoute database are excluded from this Agreement, and the Buyer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Seller's OnRoute database. However, Buyer shall retain ownership of the raw data that is inputted into the Seller's OnRoute database.

29) COMPLIANCE WITH NON-DISCRIMINATION LAWS. The Seller 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 Seller 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.

30) INSURANCE. If, at any time during the term of this Agreement, the Seller provides warranty or other services to the Buyer on-site within the State of Texas, the Seller shall provide the following insurance:

a. Comprehensive General Liability Insurance

For the duration of this contract and any extension hereof, Seller shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Per Occurrence
\$1,000,000.00 – General Aggregate
\$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to all insurance policies required in this Agreement, with the exception of Workers' Compensation, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The Buyer shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The Buyer shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

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

**City of El Paso
Purchasing Department
300 N Campbell
El Paso, Texas 79901**

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

Failure to submit insurance certification may result in contract cancellation.

b. Workers' Compensation

For the duration of this contract and any extension hereof, Seller shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

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c. Professional Liability Insurance (Errors & Omissions) in the minimum amount of \$1,000,000 per occurrence.

31) CONTRACTUAL RELATIONSHIP. Nothing herein will be construed as creating the relationship of employer and employee between the Buyer and the Seller or between the Buyer and the Seller's employees. The Buyer will not be subject to any obligations or liabilities of the Seller or his employees incurred in the performance of the contract unless otherwise herein authorized. The Seller is an independent contractor and nothing contained herein will constitute or designate the Seller or any of his employees as employees of the Buyer. Neither the Seller nor his employees will be entitled to any of the benefits established for Buyer employees, nor be covered by the Buyer's Workers' Compensation Program.

32) GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, 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 of any determinations with respect to the performing of such a contract. In the event the Buyer cancels this contract pursuant to this provision, the Buyer will be entitled, in addition to any other rights and remedies, to recover the amount of the cost incurred by Seller in providing such gratuities.

33) ASSIGNMENT-DELEGATION. No right or interest in this contract will be assigned or delegation of any obligation made by the Seller without the written permission of the Buyer which shall not be unreasonably withheld, except that Seller may assign this contract without consent to any subsidiary or affiliated company, provided that Seller provides reasonable notice to the Buyer of such assignment. Any attempted assignment or delegation by the Seller will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

34) 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. Waiver by any party of any default of the other party hereunder shall not be deemed a waiver of any other default of the non-defaulting party. The express provision herein for certain rights and remedies shall not be construed to deprive either party of any other rights and remedies to which it would otherwise be entitled under applicable law.

35) INTERPRETATION-PAROL 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 although 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.

36) INDEMNIFICATION. Seller or its insurer will INDEMNIFY and, DEFEND the Buyer, its officers and employees, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY TANGIBLE PROPERTY, OR ANY ILLNESS, BODILY INJURY, PHYSICAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO

the grossly negligent acts or omissions of Seller, its officers, employees, representatives, assigns or subcontractors, in the performance of the Agreement, (collectively "Third Party Claims") provided that:

a. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the Buyer as required by the City Charter or any law, the Buyer will promptly forward to the Seller every demand, notice, summons or other process received by the Buyer in any Third Party Claim contemplated herein. Seller will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated with counsel of its choosing all Third Party Claim as the Seller may deem expedient; and 3) defend or cause to be defended on behalf of the Buyer with counsel of its choosing all Third Party Claims even if groundless, false or fraudulent, brought because of such injuries or damages. Seller will pay all judgments finally establishing liability of the Buyer in Third Party Claims defended by Seller pursuant to this section along with all reasonable attorney's fees and costs incurred by the Buyer prior to invoking indemnity obligations herein, and premiums on any appeal bonds.

b. The Buyer shall cooperate with all reasonable requests of Seller in connection with the defense of such Third Party Claim. The Buyer, at its election and sole cost, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest provided, however, that Seller shall have the right to control the defense of such Third Party Claim in Seller's sole discretion. To the extent reasonably possible, Buyer shall use its good faith efforts to mitigate any losses against which Seller is obligated to indemnify Buyer pursuant to this Section.

37) 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.

38) 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.

39) INTENTIONALLY OMITTED.

40) 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.

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

41) GOVERNMENTAL FUNCTION. The parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this _____ of _____ 20__.

**TRAPEZE SOFTWARE GROUP, INC.
DBA VONTAS**

Signed by:
By: William Delaney
Name: William Delaney
Title: Chief Executive Officer

THE CITY OF EL PASO:

Dionne L. Mack
City Manager

APPROVED AS TO CONTENT:

Claudia A. Garcia
Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:

Anthony R. Dekeyzer
Director
Mass Transit Department/Sun Metro

APPROVED AS TO FORM:

Joyce Garcia
Assistant City Attorney

ATTACHMENT A

SCHEDULE OF COVERED SOFTWARE & EQUIPMENT

SOFTWARE

The following Software modules and components are released and installed as part of the Sun Metro Mass Transit Department d/b/a Sun Metro Vontas OnRoute™ system.

Table 1 – Covered Vontas Software, Workstation Software and all modules of the Vontas Software installed at Sun Metro, including the following:

| Item | Description |
|------|---|
| 1 | BASE VONTAS ONROUTE FIXED ROUTE CONTROL CENTER SOFTWARE |
| 2 | FIXED ROUTE AND OPERATIONS SCHEDULING SYSTEM INTERFACE |
| 3 | BASE VONTAS ONROUTE COMMUNICATIONS SOFTWARE |
| 4 | INFO SERVER SOFTWARE |
| 5 | STANDARD AVL AND COMMUNICATION <u>MOBILE SOFTWARE</u> FOR VEHICLES, INCLUDING: <ul style="list-style-type: none"> • (174) FIXED ROUTE • (1) BIAB • (11) NON-REVENUE |
| 6 | VONTAS ONROUTE ANNUNCIATOR STUDIO |
| 7 | VONTAS ONROUTE WORKSTATIONS SOFTWARE FOR END USERS AND SYSTEM ADMINISTRATION INCLUDING, BUT NOT LIMITED TO THE FOLLOWING VONTAS APPLICATIONS: BUSOPS, AVL MAP (INTEGRATED INTO BUSOPS) AND PLAYBACK, MOBILE DISPATCH, SYSTEM ADMIN, AND OTHER MISCELLANEOUS VONTAS ONROUTE APPLICATIONS INSTALLED AT SUN METRO BUT NOT DEFINED HERE |
| 8 | VONTAS ONROUTE ITXPT SOFTWARE INTERFACE (QTY 32) |
| 9 | VONTAS ONROUTE DIGITAL SIGNAGE SOFTWARE API INTERFACE (QTY 56) |
| 10 | VONTAS ONROUTE INFOTAINMENT DEVICE INTEGRATION SOFTWARE INTERFACE (QTY 88) |
| 11 | VONTAS ONROUTE SOFTWARE UPGRADES |

Software Maintenance Program Pricing includes:

- Software modules as noted in Table 1
- 24 x 7 Remote priority 1 technical support via the Vontas Customer Care Service Desk
- 8 am to 6 pm EST business day technical support for lower priority issues via the Vontas Customer Care Service Desk
- Central System and mobile vehicle system software support
- Licensed software interface support (in-vehicle interfaces are included; central system interfaces may be separately priced)
- Software license for Software updates and upgrades including Vontas deployment, configuration, and training services for upgrades during the 5-year maintenance term (additional upgrades, ancillary training services costs, and configuration of new feature sets may be separately priced).
- Four (4) annual ThinkTransit Conference general session registrations per year (Sun Metro responsible for expenses)

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- On-line tracking ability for queued service tickets

As a long-standing collaborator, Vontas is pleased to provide Sun Metro all fixed side and mobile software upgrades (licenses and standard upgrade services). Software upgrades include new or enhanced features or better compatibility with different devices or applications and are aimed at making the user experience better. These upgrades are included in this Agreement. No additional fees will be charged to Sun Metro for software upgrades. Your Customer Engineer and Account Manager will work with Sun Metro to schedule and perform these upgrades. Please note, any hardware or third-party software required to support a Vontas OnRoute upgrade will be the responsibility of Sun Metro.

Please refer to **Attachment D**, "Example Statement of Work for Vontas OnRoute Software Upgrade" for a description of the services Vontas will provide for a Vontas OnRoute upgrade.

EQUIPMENT

The following Equipment covered by this Agreement includes all sub-assemblies except mobile radios, as listed in Table 2. The part numbers are the master part numbers from which all serialized sub-components are referenced.

Table 2 – Covered Equipment and Quantities

| Item | Description | QTY |
|------|---|-----|
| 1 | STANDARD HW SUPPORT - FIXED ROUTE VI VLU/CMDT | 82 |
| 2 | STANDARD HW SUPPORT - FIXED ROUTE V8 VLU/TMDT | 40 |
| 3 | STANDARD HW SUPPORT - BIAB | 1 |
| 4 | HW SUPPORT – NON-REV | 11 |

Equipment Maintenance Program Pricing includes:

- Equipment and quantities as noted in Table 2
 - All non-V8 mobile VLU hardware platforms are covered up to part availability
 - Repair up to replacement not to include replacement
- Return Material Authorization ("RMA") coordination with Sun Metro's staff
- Thirty (30) calendar day repair turnaround time from receipt at Vontas facility to Sun Metro's facility
- On-line tracking capability for queued RMAs
- Repair at the Vontas facility

ATTACHMENT B

Coverage Term and Invoicing

The following five (5) year pricing includes all future Software and Hardware costs of both preventive and corrective maintenance as outlined in this agreement:

| PRODUCT | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
|-----------------------------|---------|---------|---------|---------|---------|-----------|
| Software Support & Services | 287,567 | 310,160 | 351,458 | 407,262 | 437,302 | 1,793,749 |
| Hardware Support | 40,893 | 45,774 | 57,311 | 63,332 | 65,852 | 273,162 |
| 5 YEAR TOTAL USD | | | | | | 2,066,911 |

Figure 1 – Five (5) year pricing

Coverage term:

- The coverage term will span September 1, 2025 to August 31, 2030. See **Figure 1** for per annum pricing details.

Invoicing:

- Invoicing occurs annually, typically 90-days in advance of the coverage term anniversary date with the exception of the first year.
- Coverage is not in effect until payment is received by Vontas.
- Lapses in coverage are subject to additional charges to bring coverage current.

Optional Time & Materials ("T&M") Services:

- Customers with an active support agreement are eligible to request repair for hardware equipment not specifically covered under the maintenance agreement. T&M services may be initiated by 1) sending a Purchase Order to Vontas for T&M repairs, and 2) requesting material return using the Return Material Authorization ("RMA") process, as described in Attachment C.
- T&M services will be directly invoiced upon completion of the work
- After the RMA diagnosis and testing is complete and a problem has been identified, a quote for repair will be sent to Sun Metro
 - Sun Metro has fourteen (14) calendar days to respond to Vontas with Sun Metro's desire to repair, or have Vontas return the RMA unit to Sun Metro unrepaired
 - If Sun Metro chooses to not repair the unit, or if Sun Metro exceeds the fourteen (14) calendar days without responding to Vontas request for disposition on the RMA unit, the RMA unit will be returned to Sun Metro. Time and Material rates and minimum fees will apply
- Equipment returned for repair determined by Vontas to be No Trouble Found ("NTF") or No Fault Found ("NFF") is subject to the Time and Material rates and minimum fees.

Time & Materials Rate Schedule

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| | |
|------------------------|---|
| Bench Fee | \$275 minimum |
| Diagnosis and Testing | \$200.00/hour (1 hour minimum) |
| Equipment Repair Rates | \$200.00/hour Plus, Parts & Shipping |

Other Optional Program Pricing Includes:

| Time & Materials Services Rate Schedule | |
|---|--------------------------------------|
| On-site Field Service Engineer | \$1,700 per day plus travel expenses |
| On-site Customer Engineer | \$1,950 per day plus travel expenses |
| On-site Training | \$1,950 per day plus travel expenses |
| Deployment Services | \$1,950 per day plus travel expenses |

- The above daily labor rates are the standard rates at the time of writing this Agreement and are subject to change without notice.
- T&M services will be directly invoiced upon completion of the work.

ATTACHMENT C

RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

Buyers who have equipment needing repair, shall follow the process:

After Buyer has completed the initial testing and trouble shooting, Buyer shall provide the following information to Seller by logging onto <https://vontashelp.zendesk.com> and selecting "Submit a Request/Create RMA":

- a) Part number or the equipment
- b) Serial number of the equipment
- c) Failure description - a complete and accurate description of the issue
- d) Buyer's return shipping address

Packing/Shipping Requirements

Buyer shall:

- a) Pack all returned equipment carefully, using appropriate packing material
- b) Mark the RMA number on the top of the outside boxes, and
- c) Attach the waybill

Additional Packing/Shipping Requirements for International Shipments

In addition to the above shipping requirements, if the shipments are international, Buyer shall:

- a) Include the values on the commercial invoice for entering the 'Value for Customs' on shipping forms
- b) Attach one copy of the commercial invoice to each box, and
- c) Not enter a 'Total Declared Value for Carriage'

Please note: If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

Vontas Shipping Address

The Buyer shall ship the equipment to:

Trapeze Software Group, Inc. dba Vontas
5265 Rockwell Dr. NE
Cedar Rapids, IA 52402
Attention: RMA Department
1-888-392-0337

Please Note

- a) One RMA is required per serial number
- b) For any no fault found/no trouble found repairs and for any equipment not currently covered under warranty or maintenance, Buyer shall be responsible to pay all bench/testing fees and all shipping fees for shipments to and from Vontas
- c) Should Buyer have any questions, please contact Customer Care at customercare@vontas.com.

ATTACHMENT D

Example Statement of Work for Vontas OnRoute Software Upgrade

General Description of Project:

This Statement of Work ("SOW") describes the typical tasks to be performed by Vontas for a Vontas OnRoute Fixed Side (Dispatch) Software upgrade installed at Sun Metro. Tasks involve the backup of the existing Vontas OnRoute Software version and associated databases, the installation of the upgraded Vontas OnRoute software, the configuration and operational state verification of the upgraded Vontas OnRoute software.

Implementation Goals and Objectives

The primary goal of each Vontas OnRoute Software upgrade is to migrate Sun Metro to an upgraded Vontas OnRoute Software version to take advantage of new features and functionality and achieve operational efficiencies. Sun Metro will work in conjunction with Vontas to integrate the new Software and system configurations into their existing Vontas OnRoute environments while ensuring that fleet downtime is minimized and service operations unaffected during the production environment upgrade. To further assist with the Vontas OnRoute Software upgrade, Vontas will also provide services for training, data migration, limited testing, and Software deployment.

Following the notice to proceed, Vontas will provide remote project management and technical support services to complete the Software upgrade. Vontas will also provide training and support for Acceptance Testing activities, and to answer general questions and supporting issue resolution, as necessary.

Professional Services

Personnel

To ensure a successful completion of the Vontas OnRoute Software upgrade, Vontas will utilize the following professional services personnel:

- **Project Manager:** The centralized point of contact for the upgrade project and project lead. The project manager is responsible for coordinating project schedules, deliverables and resources required to deliver the new Vontas OnRoute solution.
- **Customer Engineer:** The technical implementation resource is responsible for deliverables to be developed in accordance with the project schedule and requirements. The customer engineer will be the lead technical resource providing configuration, validation, training, and consultative services.
- **Network Engineer:** The resource tasked with coordinating the evaluation of Sun Metro's physical network for the Vontas OnRoute upgrade and the main Vontas point of contact for all network and infrastructure design for the Vontas OnRoute system and its role in Software upgrade implementation. Services provided by the network engineer include analyzing existing network infrastructure, providing recommendations and planning for a solution that best meets Sun Metro's architecture requirements.

Implementation Methodology

This project will be executed in a phased approach, with key activities for each phase identified below.

| Phase | Key Activities |
|---|---|
| Initiation | <ul style="list-style-type: none"> • Create preliminary work plan and project schedule • Deliver project kick-off meeting |
| Planning | <ul style="list-style-type: none"> • Conduct data and network review • Deliver project documentation: <ul style="list-style-type: none"> ◦ Project Schedule ◦ Network Assessment ◦ Acceptance Test Plan ◦ Training Agenda ◦ Production Deployment Plan |
| Execution | <ul style="list-style-type: none"> • Remotely install pre-production (test) environment • Support pre-production environment integration • Delivery of training new features and functionality pre-production • Acceptance Testing activities, with Vontas support • Production Upgrade Deployment Plan • On premises production environment upgrade • Post upgrade dispatch support |
| Monitoring & Project Closure | <ul style="list-style-type: none"> • Remote monitoring & support • Complete project acceptance |

Project Phases

Initiation

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 as well as review roles, responsibilities, key risks and preliminary project schedule. Project teams from both Vontas and Sun Metro are expected to attend the kick-off meeting. Vontas and Sun Metro Subject Matter Experts (SMEs) will meet, discuss, and define the project schedule and review Sun Metro operations pertaining to the Software upgrade implementation. The kick-off meeting is expected to take up to two (2) hours, 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 will be completed and agreement between Vontas and Sun Metro reached on the preliminary project schedule, as well as any specific project milestones. Following the completion of the remote kick-off meeting, additional meetings will be arranged to finalize the remaining project activities.

Planning

Network Assessment

Vontas will provide Sun Metro remote network services in the form of two (2) conference calls to review Sun Metro's current Vontas OnRoute system, app server(s), and database server(s) needed to support the Vontas OnRoute upgrade. The Network Assessment will also identify all the existing integrations to the Fixed Side

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(Dispatch) Software and confirm version compatibility. Following completion of the review, Vontas will share a draft Vontas OnRoute network assessment document with Sun Metro to review and provide comments.

Acceptance Testing Plan

During the Execution phase, Vontas will work with Sun Metro to perform Acceptance Testing and test the upgraded Software solution. To support this testing, Vontas will provide an Acceptance Testing Plan document validating key Software features and functionality with emphasis on the following areas:

- Dispatch user interface with new map features and functionality tiles
- Incident reports and service adjustments
- System administration and configuration

In addition to test cases, the Acceptance Testing Plan document will also include details around testing timelines and processes, as well as roles and responsibilities related to the Acceptance Testing activities.

The Acceptance Testing Plan will define the roles and responsibilities of Sun Metro and Vontas regarding pre-delivery release testing (performed by Vontas) and User Acceptance Testing (performed by Sun Metro). Once agreed upon, the Acceptance Testing Plan will define and limit the appropriate testing applicable to the Vontas OnRoute upgrade.

Training Agenda

Vontas will provide Sun Metro with an agenda outlining specific training activities related to the features and functionality of the newly upgraded Software. The training session(s) will be focused on upskilling Sun Metro's dispatch controllers, system administrators, and vehicle operations on the Vontas OnRoute dispatch system and the newly organized "tiled" user interface (UI) for transit operations. The training content will also benefit those Sun Metro employees who would like to become more proficient with the features and functionalities of the Vontas OnRoute system.

The Training Agenda will include session descriptions inclusive of suggested Vontas OnRoute training topics and duration. User manuals, documentation, webinars and/or training materials will be listed where applicable. Depending on Sun Metro staff responsibilities, target audiences may overlap.

Document Review

Sun Metro will have five (5) business days to complete a review of the Planning phase documents, after which the Vontas project manager will coordinate a meeting with the Sun Metro project team to review any comments. Following this meeting, Vontas will revise the documents as necessary to address comments and feedback and will provide a finalized version of the documents, as well as a finalized project schedule.

Execution

Pre-Production Test Environment

The first objective of the Vontas OnRoute upgrade is to verify the status of the Software in Sun Metro's Pre-Production Test Environment. This environment will serve as a testing and training platform in the introduction of the upgraded Vontas OnRoute software. All services will be provided remotely during this phase of the project.

Typical Pre-Production Vontas OnRoute Training (may vary depending on upgrade)

Once Vontas has validated that the upgraded Vontas OnRoute Software is working properly in Sun Metro's Pre-Production environment, Vontas will provide the following training to support Sun Metro users regarding the new features and functionality available in the upgraded version of Vontas OnRoute™:

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Dispatcher Workstation Operations – "Train-the-Trainer": new features and functionality (2 days)

Vontas will provide up to two (2) days of training to Sun Metro managers, dispatch personnel and/or dispatch supervisors. This training will be on-site, and it will use Sun Metro's environment to review and provide training for the new features and functionality of Vontas OnRoute Bus Operations ("Vontas OnRoute BusOPS"). Dispatch training shall focus on the new AVL map application, incident reporting, service adjustments user interface refresh, as well as other key new features.

System Overview and Administration – (2 days)

Vontas will provide up to two (2) half-day sessions to Sun Metro system administrators and up to one (1) full day session for Advanced System Administrator training. These sessions shall be on-site using Sun Metro's test Vontas OnRoute to review and provide training of the new features and functionality of Vontas OnRoute system configuration, incident reports configuration, and their links to Vontas OnRoute BusOPS.

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

User Acceptance Testing

User Acceptance Testing will commence after the test environment upgrade and training are completed. With Vontas support, Sun Metro shall complete User Acceptance Testing of the Vontas OnRoute system and its new features and functionality, as well as integration points to Vontas Back Office Software. The Vontas OnRoute system interfaces with existing operations procedures to create an integrated transit solution, where core test features include Mobile Software, Incident Reports, Service Adjustments, and Reporting.

During User Acceptance Testing, Sun Metro will document and prioritize any defects encountered during the testing period (if any exist). Following the completion of a round of testing, Sun Metro will supply Vontas with a complete list of all perceived defects, which Vontas will assess for root cause and resolve where appropriate based on the severity levels defined below:

- **Critical** – system cannot function, or site is down (e.g., results in the failure of fundamental business process or in the shutdown of the system being tested).
- **Major** – system is still functioning but is causing major business risk to Metro. The defect cannot be addressed through a work around solution.
- **Minor** – system is still functioning but is causing minor or short-term inconveniences. The defect can be addressed through a work around solution.

If no defects are identified during User Acceptance Testing, the upgraded Software will be deemed "production ready" and all Vontas OnRoute Software in the Pre-Production environment will be upgraded to be Sun Metro's production environment. If defects are identified, Vontas will evaluate and work to resolve them, after which Sun Metro will be asked to validate their resolution by executing another round of Acceptance Testing. Once testing and training have been completed, the Production Upgrade activities will begin.

Production Upgrade

The Production Upgrade will commence with Vontas reviewing the detailed Production Deployment Plan to schedule the Sun Metro resources needed to carry out the production upgrade activities, as well as align on the operational expectations during all production upgrade on-site work.

Deployment activities involve transitioning from Sun Metro's production databases to the newly converted upgrade system version. During the deployment and production upgrade, Vontas, with Sun Metro assistance,

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will also configure each server with the upgraded version of Vontas OnRoute™. Note that mobile Software may be upgraded as well if required or deemed necessary during system testing.

Many critical activities are completed during the production upgrade. Vontas shall provide one (1) customer engineer on-site for up to four (4) days to perform the production upgrade and post-upgrade dispatch support, which includes the following activities:

- Transition server data (database conversion) to the new Vontas OnRoute version, including Application and DataMart servers
- Signup import & merge, if applicable
- Creating & stage Mobile Route files
- Replicating set-up, if applicable
- Validating FTP service
- Validating dispatch functionality
- Validating system administration functionality
- Validating real time systems, if applicable
- Validating error logs

Upon completion of the Production Upgrade, the project will enter the performance monitoring period.

Monitoring and Project Closure

Following the completion of Production Upgrade activities, Sun Metro will have fourteen (14) calendar days in which to monitor and evaluate the performance of the newly upgraded Vontas OnRoute system. Vontas will require remote access to the Sun Metro Vontas OnRoute application server during the monitoring period.

The objective of this final project phase is to validate the performance of the new Vontas OnRoute Software and to assess system stability in a production capacity. During this phase of the project, Sun Metro and Vontas personnel will utilize the upgraded software features and functionality for a period of fourteen (14) calendar days in the production environment and make note of system performance.

Testing Defect Review and Resolution

Should a critical defect be experienced during the monitoring period, the monitoring phase will be stopped. Once a defect is resolved, Sun Metro will test and validate the resolution by executing retests and regression testing of the affected test cases to ensure nothing else is impacted. The monitoring period will resume for the remaining duration, resulting in a total fourteen (14) calendar day availability test period.

Project Closure

Once the new Software solution is accepted, on-going 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 |
|---|---|--|--|
| Initiation | <ul style="list-style-type: none"> • Lead project kick-off meeting • Work with Sun Metro in the development of the project schedule | <ul style="list-style-type: none"> • Assist in developing the project schedule • Participate in kick-off meeting and discussion | <ul style="list-style-type: none"> • Kick-off meeting • Preliminary project schedule |
| Planning | <ul style="list-style-type: none"> • Remote network review • Lead project documentation efforts • Network assessment • Acceptance Test Plan with use cases • Training Agenda | <ul style="list-style-type: none"> • Assist in developing the project documents • Support data and network review • Review and approve Network assessment, Acceptance Test Plan and Training Agenda | <ul style="list-style-type: none"> • Project documentation |
| Execution | <ul style="list-style-type: none"> • Install and configure test environment Vontas OnRoute Software • Deliver pre-production training • Support Acceptance Testing activities • On-site production upgrade • Post upgrade dispatch support | <ul style="list-style-type: none"> • Provision and provide Vontas access to Vontas OnRoute servers • Provide support for configuration and test of 3rd party systems that are integrated to Fixed Side (Dispatch) Software • Participate in training • Conduct User Acceptance Testing • Review and approve Production Deployment Plan • Support production upgrade | <ul style="list-style-type: none"> • Training • Production Deployment Plan • Vontas OnRoute Software deployed into production |
| Monitoring & Project Closure | <ul style="list-style-type: none"> • Support Sun Metro during fourteen (14) day monitoring period • Support and resolution efforts, if applicable | <ul style="list-style-type: none"> • Actively monitor and review Vontas OnRoute Software performance • Provide Vontas with final acceptance of services and deliverables | <ul style="list-style-type: none"> • Project acceptance |

Project Duration

The implementation is expected to be completed within four (4) months from kickoff of this Fixed Side (Dispatch) Software upgrade. If the length of the project begins to exceed four (4) months from kickoff, either due to Sun Metro readiness or resourcing delays, the Sun Metro upgrade may be rescheduled to a later time on the Vontas Upgrade Calendar and/or a change order may be required to fund the extension.

Project Management Services

Vontas will provide remote project management support for the entire duration of the project. The Vontas project manager will be responsible for the successful planning and execution of the project, including effective stakeholder communication, risk mitigation and meeting project milestones. The project manager will be the key point of contact for Sun Metro for the duration of the project. 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:

- **Milestone Sign-Offs:** With each completed milestone, Sun Metro will be asked to sign off on the milestone and confirm agreement with the project moving forward.

Resource Allocation

Sun Metro Resource Requirements

Outlined below are estimated resource allocations to support the implementation and effort defined in this statement of work.

| Resource | Resource Allocation | Responsibilities |
|-----------------|--|--|
| Project Manager | Up to 20% of their time for the full duration of the project | <ul style="list-style-type: none">• Primary Sun Metro point of contact for the project• Support communication, including regular project status calls and project activity reviews• Coordinate Sun Metro resources for delivery of services as identified in the statement of work• Coordinate Sun Metro review and approval of documentation |

| Resource | Resource Allocation | Responsibilities |
|---|--|--|
| Sun Metro Technical Product Specialist / System Administrator and Subject Matter Experts ("SMEs") | Up to 70% of their time during implementation and Testing | <ul style="list-style-type: none"> • Main Sun Metro resource for Vontas upgrade implementation • Provide technical review and comments on project documentation • Support provisioning and configuration of Sun Metro computer network resources to support Vontas Pre-Production environment setup, Software installation, testing and Production Upgrade activities • Support Vontas during acceptance testing • Participate in production upgrade activities |
| Trainer | 30% of their time during the pre-production phase of the project | <ul style="list-style-type: none"> • Principal Sun Metro resources participating in training activities • Primary Sun Metro contact to receive and instruct Sun Metro staff with new upgrade version feature and functionality training |

Milestones

The below project milestones shall be followed throughout the implementation.

| Project Milestones |
|---|
| Milestone 1: Project Kick-off Acceptance Criteria: <ul style="list-style-type: none"> • Completion of the Project Kick-Off meeting |
| Milestone 2: Planning Phase Document Approval Acceptance Criteria: <ul style="list-style-type: none"> • Approval of the Vontas Planning phase documents |
| Milestone 3: New Features and Functionality Training Acceptance Criteria: <ul style="list-style-type: none"> • Completion of pre-production on-site training trip |
| Milestone 4: User Acceptance Testing Acceptance Criteria: <ul style="list-style-type: none"> • Completion of User Acceptance Testing |

Project Milestones

Milestone 5: Production Upgrade

Acceptance Criteria:

- **Completion of Production Upgrade and on-site trip support activities**

Project Assumptions

1. Any services or requests not identified within this statement of work will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
2. Sun Metro will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for Vontas' customer care group.
3. 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.
4. All communications regarding the Fixed Side software upgrade, approval of work and workmanship should flow through Vontas representatives, through coordination with Sun Metro project manager.

All Software will take advantage of the existing Vontas infrastructure, data sources and software, unless otherwise stated.

Trapeze Software Group, Inc.
OnRoute Equipment and Software Maintenance Agreement



April 10, 2025

Norma Jimenez
Contract Compliance Manager
City of El Paso, Sun Metro Transit
10151 Montana Ave, El Paso, TX 79925

Reference: Sole Source Justification —Vontas OnRoute ("TransitMaster™") maintenance renewal

Dear Norma,

Trapeze Software Group, Inc. dba Vontas ("Vontas") hereby verifies Vontas is the principal owner and proprietor of the technology in the OnRoute ("TransitMaster") Suite of products. Therefore, Vontas is the sole-source distributor of the Suite as well as any services, hardware, and maintenance required to support the Suite.

Further, Vontas confirms that the annual maintenance fees invoiced to the City of El Paso, Sun Metro Transit, are fair and equitable to what other similar agencies with similar characteristics are charged.

If you have any questions or require anything else to complete your purchasing process, please feel free to contact me at (720) 206.7836 or by email at heidi.davis@vontas.com.

Yours truly,

A handwritten signature in dark ink, appearing to read "Heidi Davis", is written over a light gray horizontal line.

Heidi Davis
Account Manager



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

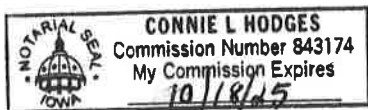
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Peter Aczel. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Trapeze Software Group, Inc. dba Vontas
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
OnRoute CAD/AVL Equipment and Software Maintenance
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature 

SUBSCRIBED AND SWORN to before me on this 5th day of May, 2025




NOTARY PUBLIC

Connie L. Hodges
PRINTED NAME

10/18/25
MY COMMISSION EXPIRES

COMPANY NAME: Trapeze Software Group, Inc. dba Vontas

ADDRESS, CITY, STATE & ZIP CODE: 5265 Rockwell Drive NE, Cedar Rapids, IA 52402

PHONE: 319-743-1000

FAX NUMBER: _____

CONTACT NAME AND TITLE: Heidi Davis, Sales Account Manager

WEB ADDRESS: www.vontas.com

EMAIL: heidi.davis@vontas.com

FEDERAL TAX ID NUMBER: 98-0358175

TEXAS SALES TAX NUMBER: 19803581750