AGENDA FOR THE MASS TRANSIT DEPARTMENT BOARD MEETING

November 10, 2026
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
11:30 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 729 310 218#

Members of the public may view the meeting via the following means:

Via the City's website. http://www.elpasotexas.gov/videos
Via television on City15,
YouTube: https://www.youtube.com/user/cityofelpasotx/videos

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling either of the numbers listed above and entering the corresponding conference ID.

The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:

https://www.elpasotexas.gov/city-clerk/forms/

https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb

ROLL CALL

CALL TO THE PUBLIC – PUBLIC COMMENT:

This time is reserved for members of the public who would like to address the Mass Transit Department Board on items that are not on the Mass Transit Department Board Agenda.

Members of the public may communicate with Board Members during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 729 310 218#

A sign-up form is available on line at:

https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397

for those who wish to sign up in advance of the meeting date. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Thirty minutes in total is allotted for speakers.

NOTICE TO THE PUBLIC:

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by Mass Transit Department Board to be routine and will be enacted by one motion unless separate discussion is requested by Board Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. The Mass Transit Department Board may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

1. Approval of the Minutes of the Regular Mass Transit Department Board Meeting of October 13, 2026. **26-1173**

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT MASS TRANSIT DEPARTMENT BOARD MEMBERS

2. Request to excuse absent Mass Transit Department Board Members. **26-1174**

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306

CONSENT AGENDA - NOTICE FOR NOTATION:

3. For notation only, Memorandum from El Paso Metropolitan Planning Organization regarding urban area population for Federal Transit Administration. **26-1205**

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

4. For notation only, Split Letter for El Paso Urbanized Area (EPUZA) Formula Funds for Federal Fiscal Year 26. **26-1172**

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

5. The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2027-0141 Microtransit Services, to Rideco US Inc., for the RideCo Dynamic Transit Software solution, for a term of two (2) years, for an estimated amount of $382,200.00. **26-1170**

Department:	Sun Metro (Mass Transit)
Award to:	Rideco US Inc
City & State:	Los Angeles, CA
Item(s):	All
Initial Term:	2 Years
Total Contract Time:	2 Years
1st Year Annual Estimated Award:	$204,600.00
2nd Year Annual Estimated Award:	$177,600.00
Initial Term Estimated Award:	$382,200.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$382,200.00
Account(s):	560-3200-60012-522021-P6005
Funding Source(s):	Sun Metro General Fund
District(s):	All

The Purchasing & Strategic Sourcing and Sun Metro - Mass Transit departments recommend a non-competitive award as indicated to Rideco US Inc., in accordance with the City of El Paso Procurement & Sourcing Policy.

Section 9.1.8.1, Item 24, which provides for a non-competitive procurement when the City has previously conducted a formal competitive procurement leading to the standardization of goods or services and is seeking to add or replace portions of the original purchase.

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

6. Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0344 Enterprise Resource Planning Software & Support to Avail **26-1225**

Technologies, Inc. the sole source of myAvail Enterprise Transit Management Software for a term of three (3) years for an estimated amount of $336,568.40. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Sun Metro - Mass Transit
Award to:	Avail Technologies, Inc.
City & State:	State College, PA
Item(s):	All
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Initial Term Estimated Award:	$336,568.40
Option Term Estimated Award:	N/A
Total Estimated Award:	$336,568.40
Account(s):	560 - 3200 - 60030 - 522021 - P6005
Funding Source(s):	Sun Metro Operating Fund
District(s):	All

Purchasing & Strategic Sourcing and Sun Metro - Mass Transit Departments recommend a non-competitive award 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;

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

EXECUTIVE SESSION

The Mass Transit Department Board of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the Mass Transit Department Board of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The Mass Transit Department Board will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

MASS TRANSIT BOARD AGENDAS ARE PLACED ON THE INTERNET THE WEDNESDAY PRIOR TO EACH MEETING AT THE FOLLOWING ADDRESS:

http://www.elpasotexas.gov/

Legislation Text

File #: 26-1173, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Approval of the Minutes of the Regular Mass Transit Department Board Meeting of October 13, 2026.

MASS TRANSIT DEPARTMENT BOARD MINUTES
CITY COUNCIL CHAMBERS
October 13, 2026

A meeting of the Mass Transit Department Board was called to order at 11:37 a.m. Board Chair Renard U. Johnson was present and presiding and the following Board Members answered roll call: Alejandra Chávez, Josh Acevedo (via videoconference), Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.

CONSENT AGENDA

Motion made by Board Member Fierro, seconded by Board Member Limón and unanimously carried to **APPROVE** all matters listed under the Consent Agenda unless otherwise noted (items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}.)

AYES: Board Chair Johnson and Board Members Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

CONSENT AGENDA – APPROVAL OF MINUTES

1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Mass Transit Board meeting of September 1, 2026.

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT MASS TRANSIT BOARD MEMBERS

2. **NO ACTION** was taken on this item.

CONSENT AGENDA – BIDS

3. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2026-0118 Grounds Maintenance – Sun Metro to Mario A. Gonzalez dba MG Evergreen for an initial term of three (3) years for an estimated amount of $289,213.65. The award also includes a two (2) year option for an estimated amount of $192,811.10. The total contract time is for five (5) years for a total estimated amount of $482,024.75.

Department:	Sun Metro - Mass Transit
Award to:	Mario A. Gonzalez dba MG Evergreen
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$96,405.55
Initial Term Estimated Award:	$289,213.65
Option Term Estimated Award:	$192,811.10
Total Estimated Award:	$482,027.75
Account(s):	560-3200-60050-P6018-522210
Funding Source(s):	Sun Metro Operating Funds
District(s):	ALL

This was a Best Value Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Sun Metro - Mass Transit departments recommend award as indicated to Mario A. Gonzalez dba MG Evergreen the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

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4. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2026-0407 Lubricants and Oil Sampling (Re-Bid) to Lab One, Inc. for an initial term of three 3) years for an estimated amount of $161,550.00. The award also includes a two (2) year option for an estimated amount of $107,700.00. The total contract time is for five (5) years for a total estimated amount of $269,250.00.

Department:	Sun Metro - Mass Transit
Award to:	One Lab, Inc.
City & State:	Phoenix, AZ
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$53,850.00
Initial Term Estimated Award:	$161,550.00
Option Term Estimated Award:	$107,700.00

Total Estimated Award:	$269,250.00
Account(s):	560 - 3200- 60050 - 522280 - P6017
Funding Source(s):	Sun Metro Operating Funds
District(s):	All

This was a Low Bid Procurement for a replacement contract.

The Purchasing & Strategic Sourcing and Sun Metro - Mass Transit departments recommend award as indicated to Lab One, Inc. the lowest responsive and responsible bidder.

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

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

5. Presentation regarding an update on Sun Metro Rising September 20, 2026 Service Modifications.

Ms. Claudia K. Garcia, Assistant Director of Transit Planning and Development, presented a PowerPoint presentation. (copy on file at the City Clerk's office)

Board Chair Johnson and Board Members Chávez and Niño commented.

NO ACTION was taken on this item.

ADJOURN

Motion made by Board Member Niño, seconded by Board Member Limón, and unanimously carried to **ADJOURN** the meeting at 11:50 a.m.

AYES:	Board Chair Johnson and Board Members Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS:	None

Approved as to content:

_____

Anthony DeKeyzer, Director of Mass Transit

Legislation Text

File #: 26-1174, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306

AGENDA LANGUAGE:

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Request to excuse absent Mass Transit Department Board Members.

Legislation Text

File #: 26-1205, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

For notation only, Memorandum from El Paso Metropolitan Planning Organization regarding urban area population for Federal Transit Administration.

City of El Paso Agenda Summary Form

City Clerk

Submitted On:
Oct 21, 2026, 07:13PM EDT

Add Image	
Department / Council Office	Sun Metro Mass Transit
Agenda Date	November 10, 2026
Public Hearing Date	
Email of User Submitting Form	rimkuskc@elpasotexas.gov
Contact Person	Anthony DeKeyzer 915-212-3306
2nd Contact Person	Karl Rimkus 915-212-3317
District(s) Affected	All Districts
Agenda Item	For notation only, Memorandum from El Paso Metropolitan Planning Organization regarding urban area population for Federal Transit Administration.
Issue Statement	This memorandum is being placed for notation in accordance with the Sun Metro Service Expansion Policy, which was adopted by the Mass Transit Dept. Board on Nov. 9, 2021.
Background	This memo reflects analysis of current population distribution within the County of El Paso, based on U.S. Census data, by the El Paso Metropolitan Planning Organization (EPMPO). This data is in turn used by Sun Metro, as the Designated Recipient for Federal Transit Administration (FTA) Formula Funds for the El Paso Urbanized Area (EPUZA), to determine the share of federal funds available to eligible transit providers in the EPUZA. Annually, the Federal Transit Administration provides funding (formula funds) to every transit agency operating within designated urban areas to designated fund recipients. Sun Metro is the designated fund recipient for the El Paso Urban Zone (EPUZA) and is responsible for distributing funds to other transit operators in the zone in accordance with guidelines established in the recipients Service Expansion Plan. Transit agencies operating within the EPUZA (El Paso Transportation Authority, City of Socorro, and South Central Regional Transit District) are eligible to receive funding. The Service Expansion Plan guidelines stipulate that EPUZA funding is to be allocated based on population in accordance with US Census data as verified by the EPMPO and documented annually in a memorandum to Sun Metro, the Designated Recipient.

Council Options	Take no action, for notation only.
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A
Related City Policies	Sun Metro Service Expansion Policy specifies how EPUZA Formula Funds for transit activities are allocated between the various transit agencies present in the area: Sun Metro, El Paso Transportation Authority, City of Socorro, and South Central Regional Transit District.
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	No
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Karl Rimkus 915-212-3317 rimkuskc@elpasotexas.gov

Transportation Policy Board
Javier Perea Chair
Mayor, City of Sunland Park, NM
Iliana Holguin Vice- Chair
Commissioner, El Paso County
John C. Andoh
Executive Director, El Paso Transportation Authority
César J. Blanco Chair
Texas State Senator
Ramon Cano
Mayor, Town of Clint
Miguel Chacon
Mayor, City of San Elizario, TX
Alejandra Chavez
City of El Paso Representative
Aaron Chavarria, P.E.
District Engineer, NMDOT
Rudy Cruz Jr.
Mayor, City of Socorro
Anthony DeKeyzer
Director Sun Metro, City of El Paso
Art Fierro
City of El Paso Representative
Gloria Gameros
Doña Ana County
Mary E. Gonzalez
Texas State Representative
Yvette Hernandez, P.E.
City Engineer, City of El Paso
Gabriel Holguin
Mayor, City of Anthony, NM
Renard Johnson,
Mayor, City of El Paso
Martin Lerma
Mayor, Town of Anthony
Dionne Mack
City Manager, City of El Paso
Deanna Maldonado - Rocha
City of El Paso Representative
Joe Moody
Texas State Representative
Eddie Morales
Texas State Representative
Claudia Ordaz
Texas State Representative
Vincent Perez
Texas State Representative
Rachel Quintana
Mayor, Village of Vinton
Joaquin Rodriguez
CID Grant Funded Programs Director
Andres Renteria
Mayor, Horizon City
Ricardo Samaniego
County Judge, El Paso County
Tomas Trevino, P.E.
District Engineer, TxDOT

Eduardo Calvo, AICP
Executive Director

September 28, 2026

Anthony DeKeyzer
Director, Sun Metro
10151 Montana Avenue
El Paso, TX 79925

CC: Jerry DeMuro, Karl Rimkus, Jesus Trejo

Re: El Paso TX-NM Urban Area Population for FTA 5307 Funding Allocations

Dear Mr. DeKeyzer,

The *Sun Metro Service Expansion Policy* specifies that the calculation of the share of FTA Section 5307 Urbanized Area Formula Grants program apportionment for the El Paso TX-NM Urban Area (the "UZA") for local government entities will be based on population of census blocks within the UZA, and that said calculation "will be recorded in a table maintained by [El Paso] MPO." The purpose of this memo is to transmit the results of the calculation as performed by El Paso MPO using population data from the U.S. Census Bureau 2020 Decennial Census.

The total population of the UZA has been apportioned in a manner corresponding with the service areas of four public transportation providers, all of whom currently or are expected to become eligible recipients of FTA 5307 funding. Information about the four providers and the areas considered to correspond to their service areas is below:

Provider	Eligibility Status	Service Area
City of Socorro, TX	pending	City of Socorro municipal limits
El Paso Transportation Authority (ETA)	pending	Unincorporated areas of El Paso County & the municipalities of Anthony (TX), Clint, Horizon City, San Elizario, and Vinton
South Central Regional Transit District (SCRTD)	Direct Recipient	All portions of the UZA in the State of New Mexico
Sun Metro	Designated Recipient	City of El Paso municipal limits

El Paso MPO calculations are listed in the table below. Included are the percent share of the total UZA population for each provider, and, for the Texas-based providers, the percent share of the Texas portion of the UZA:

	UZA Total	ETA	Socorro	SCRTD	Sun Metro
Population	861,678	122,218	33,724	30,852	674,884
% of Total	100%	14.18%	3.91%	3.61%	78.32%
% of Texas	100%	14.71%	4.06%	N/A	81.23%

The methodology used to calculate these population shares will be made available for review by any of the local government entities referenced in this memo upon request, as proscribed in the *Sun Metro Service Expansion Policy*. Please let me know if you have any questions or comments.

Sincerely,

Eduardo Calvo, AICP
Executive Director

Legislation Text

File #: 26-1172, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

For notation only, Split Letter for El Paso Urbanized Area (EPUZA) Formula Funds for Federal Fiscal Year 26.

City of El Paso Agenda Summary Form

City Clerk

Submitted On:
Oct 16, 2026, 07:03PM EDT

Add Image	
Department / Council Office	Sun Metro Mass Transit
Agenda Date	November 10, 2026
Public Hearing Date	
Email of User Submitting Form	rimkuskc@elpasotexas.gov
Contact Person	Anthony DeKeyzer 915-212-3306
2nd Contact Person	Karl Rimkus 915-212-3317
District(s) Affected	All Districts
Agenda Item	For notation only, Split Letter for El Paso Urbanized Area (EPUZA) Formula Funds for Federal Fiscal Year 26.
Issue Statement	This Split Letter is being placed for notation in accordance with the Sun Metro Service Expansion Policy, which was adopted by the Mass Transit Dept. Board on Nov. 9, 2021.
Background	Annually, the Federal Transit Administration provides funding (formula funds) to every transit agency operating within designated urban areas to designated fund recipients. Sun Metro is the designated fund recipient for the El Paso Urban Zone (EPUZA) and is responsible for distributing funds to other transit operators in the zone in accordance with guidelines established in the recipients Service Expansion Plan. Transit agencies operating within the EPUZA (El Paso Transportation Authority, City of Socorro, and South Central Regional Transit District) are eligible to receive funding. Funding is provided via a spilt letter. The letter is submitted by Sun Metro to the Federal Transit Administration (FTA) annually, defining how federal formula funds for EPUZA are allocated among the various transit agencies eligible for these funds.
Council Options	1. Accept notation with motion to accept Consent Agenda. 2. Delay acceptance until a future Mass Transit Dept. Board meeting.
Committee Review and/or Recommendation	N/A
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	N/A

Related City Policies	Sun Metro Service Expansion Policy specifies how EPUZA Formula Funds for transit activities are allocated between the various transit agencies present in the area: Sun Metro, El Paso Transportation Authority, City of Socorro, and South Central Regional Transit District.
Prior Council Action	N/A
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	No
Amount and Source of Funding	N/A
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Karl Rimkus 915-212-3317 rimkuskc@elpasotexas.gov

Sun Metro

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

September 30, 2026

Ms. Gail Lyssy
Regional Administrator
Federal Transit Administration – Region 6
819 Taylor St., Room 14A02
Ft. Worth, TX 76102

Re: FFY 2026 Split Letter for El Paso Urbanized Area, Full Apportionment, revised to include allocation split for all participating agencies.

Dear Ms. Lyssy:

The Federal Transit Administration (FTA) has published its formula funding apportionments for the Federal Fiscal Year (FFY) 2026 and has posted the tables online. As the Designated Recipient for the El Paso Large Urbanized Area (FTA "UZA" Code #480660), and per the requirements set forth in FTA Circular 9050 (for §5307 Urbanized Area), Sun Metro sub-allocates formula funding to the Direct Recipients as indicated below:

Direct Recipient Name	FTA Recipient ID	5307 Split Allocation Full Apportionment
Texas Recipients		
City of El Paso – Sun Metro	1539	$15,329,907.00
El Paso Area Transportation Services (EPATS)/ El Paso Transportation Authority (ETA)	TBD	$2,776,167.00
City of Socorro	TBD	$766,037.00
New Mexico Recipient		
South Central Regional Transit District (SCRTD)	7423	$697,557.00
	TOTAL	$19,569,668.00

This split letter revision supersedes the FFY 2026 Split Letter for the El Paso Urbanized Area, Full Apportionment issued on May 01, 2026.

The sub-allocated amounts listed in the table were determined in accordance with the Sun Metro Service Expansion Policy, approved by the City of El Paso Mass Transit Department Board with recommendation by the El Paso Metropolitan Planning Organization (EPMPO).

Each direct recipient must apply for its sub-allocated funds in a separate grant and assume all responsibility associated with the award and applicable FTA rules, including, but not limited to, the following:

Sun Metro

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

Planning and Project Development

Each direct recipient is responsible for submitting any proposed projects to EPMPO for inclusion in required plans maintained by EPMPO.

Eligible Recipients for Operating Assistance

According to FTA Circular 9050.1A Section 5307(a)(2), public transportation operators that operate 100 or fewer buses or other revenue service vehicles in fixed-route service or in demand-response service, excluding ADA complementary paratransit service, during peak service hours may use a variable percentage of their UZA's 5307 apportionment for operating assistance.

Direct recipients eligible for operating assistance may allocate the maximum amount of Section 5307 Operating Assistance allowed under Section 5307 (a)(2)(B) as specified on Table 3A. FY 2026 Section 5307 Operating Assistance Special Rule Operator Caps (Full Year) | FTA.

Public Transportation Security Projects

Each direct recipient is responsible for satisfying the Public Transportation Security Projects 1% requirement. Sun Metro certifies it will collectively expend at least 1% of its apportionment of §5307 Urbanized Area funding on "public transportation security projects," or will certify that such expenses are unnecessary and will include an explanation in the application of how this was determined. Sun Metro expects that direct recipients shall expend at least 1% of its apportionment of §5307 Urbanized Area funding on "public transportation security projects."

If you have any questions or comments, please contact Mr. Anthony DeKeyzer, Director of Mass Transit, at (915) 212-3333 or dekeyzerar@elpasotexas.gov.

Sincerely,

K. Nicole Cote
Deputy City Manager

cc: Mr. David Armijo, Executive Director, SCRTD
Mr. Kevin Olinger, Transit & Rail Director, NM Department of Transportation
Mr. John Andoh, Executive Director, ETA
Ms. Adriana Rodarte, City Manager, City of Socorro
Mr. Eduardo Calvo, Executive Director, EPMPO

Legislation Text

File #: 26-1170, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
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All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2027-0141 Microtransit Services, to Rideco US Inc., for the RideCo Dynamic Transit Software solution, for a term of two (2) years, for an estimated amount of $382,200.00.

Department:	Sun Metro (Mass Transit)
Award to:	Rideco US Inc
City & State:	Los Angeles, CA
Item(s):	All
Initial Term:	2 Years
Total Contract Time:	2 Years
1st Year Annual Estimated Award:	$204,600.00
2nd Year Annual Estimated Award:	$177,600.00
Initial Term Estimated Award:	$382,200.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$382,200.00
Account(s):	560-3200-60012-522021-P6005
Funding Source(s):	Sun Metro General Fund
District(s):	All

The Purchasing & Strategic Sourcing and Sun Metro - Mass Transit departments recommend a non-competitive award as indicated to Rideco US Inc., in accordance with the City of El Paso Procurement & Sourcing Policy.

Section 9.1.8.1, Item 24, which provides for a non-competitive procurement when the City has previously conducted a formal competitive procurement leading to the standardization of goods or services and is seeking to add or replace portions of the original purchase.

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Sun Metro (Mass Transit)
AGENDA DATE: November 10, 2026
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Anthony Dekeyzer, Director **PHONE NUMBER:**(915) 212-3306
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2027-0141 Microtransit Services, to Rideco US Inc., for the RideCo Dynamic Transit Software solution, for a term of two (2) years, for an estimated amount of $382,200.00.

Department:	Sun Metro (Mass Transit)
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Account(s)	560-3200-60012-522021-P6005
Funding Source(s):	Sun Metro General Fund
District(s):	All

The Purchasing & Strategic Sourcing and Sun Metro – Mass Transit departments recommend a non-competitive award as indicated to Rideco US Inc., in accordance with the City of El Paso Procurement & Sourcing Policy.

> Section 9.1.8.1, Item 24, which provides for a non-competitive procurement when the City has previously conducted a formal competitive procurement leading to the standardization of goods or services and is seeking to add or replace portions of the original purchase.

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

ISSUE STATEMENT:
Mass Transit Board is asked to approve the award of contract for Microtransit Services. This contract will allow Sun Metro to utilize the RideCo Dynamic Transit Software solution to support the management and delivery of Microtransit Services, including passenger trip requests, scheduling, and coordination of trips.

BACKGROUND:
Sun Metro is implementing Microtransit Services as a new on-demand transportation service to provide flexible, demand-responsive transportation within designated service areas. Sun Metro currently utilizes the RideCo platform for its existing on-demand transportation services. The new Microtransit Services will be incorporated into the existing RideCo platform for standardization purposes and to maintain consistency across Sun Metro's on-demand transportation services.

Contract Variance: There is no variance; this is a new contract.

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

On August 19, 2025 City Council approved the funding for this project.

LEGAL REVIEW:

☐ Legal counsel reviewed as part of the Council packet

☑ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:

Amount: $382,200.00
Funding Source: Sun Metro General Fund

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	

ATTACHMENTS:

N/A

FOR MORE INFORMATION:

Jerry DeMuro	915-212-3470	DeMuroG@elpasotexas.gov

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Prem Gururajan
Business Name	Rideco US, Inc
Agenda Item Type	Contract Award
Relevant Department	Sun Metro - Mass Transit

Docusign Envelope ID: 1A09AFC9-70BB-8932-8175-CA24546C62EB

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have NOT made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Signed by: Prem Gururajan 6E0714B6809943F... Date: 9/17/2026

CITY ATTORNEY'S OFFICE

AWARDEE LITIGATION REVIEW

October 29, 2026

The City Attorney's Office has reviewed whether or not the proposed awardee:

Rideco US, INC.

has been involved in prior or active litigation with the City for a period of 10 years from the date of award:

x	No prior litigation has been found.
	Litigation Listing follows:

Caption	Parties	Causes of Action	Status of Case

Reviewed by: _____

Assistant City Attorney

Legislation Text

File #: 26-1225, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:
Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.
All Districts
Sun Metro Mass Transit, Anthony DeKeyzer, (915) 212-3306
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0344 Enterprise Resource Planning Software & Support to Avail Technologies, Inc. the sole source of myAvail Enterprise Transit Management Software for a term of three (3) years for an estimated amount of $336,568.40. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Sun Metro - Mass Transit
Award to:	Avail Technologies, Inc.
City & State:	State College, PA
Item(s):	All
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Initial Term Estimated Award:	$336,568.40
Option Term Estimated Award:	N/A
Total Estimated Award:	$336,568.40
Account(s):	560 - 3200 - 60030 - 522021 - P6005
Funding Source(s):	Sun Metro Operating Fund
District(s):	All

Purchasing & Strategic Sourcing and Sun Metro - Mass Transit Departments recommend a non-competitive award 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;

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Sun Metro – Mass Transit
AGENDA DATE: **November 10, 2026**
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Anthony Dekeyzer, Sun Metro – Mass Transit **PHONE NUMBER:**(915) 212-3306
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2026-0344 Enterprise Resource Planning Software & Support to Avail Technologies, Inc. the sole source of myAvail Enterprise Transit Management Software for a term of three (3) years for an estimated amount of $336,568.40. Supplier will be required to provide an updated sole source letter and affidavit each year.

Department:	Sun Metro – Mass Transit
Award to:	Avail Technologies, Inc.
City & State:	State College, PA
Item(s):	All
Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Initial Term Estimated Award:	$336,568.40
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Purchasing & Strategic Sourcing and Sun Metro – Mass Transit Departments recommend a non-competitive award 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;

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

ISSUE STATEMENT:
Mass Transit Board is asked to approve the award of a replacement contract for Enterprise Resource Planning Software & Support. This contract will allow Sun Metro to support fleet maintenance, track maintenance activities, and maintain required reporting and compliance functions for its Fixed Route, Paratransit, and Microtransit fleets.

BACKGROUND:
The myAvail Enterprise Transit Management System supports preventive maintenance, tracks maintenance records, and provides reporting to help Sun Metro manage vehicle repairs and maintain the operational readiness of its transit fleets.

Contract Variance: The difference based in comparison to the previous contract is as follows: An increase of $32,284.11, which represents a 10.61% increase due to:

1. Additional on-line and on-site training.

No protest received for this requirement.

COUNCIL OPTIONS:

1. Award the contract as recommended;
2. Deny award if Mass Transit Board determines such action is in the best interest of the City;
3. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:

This item was not reviewed by a City Council committee.

RELATED POLICIES:

1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:

On August 18, 2026, Mass Transit Board approved the funding for this project
On May 9, 2023 Mass Transit Board approved prior 2023-0420 Enterprise Resource Management (ERP) Software and Support

LEGAL REVIEW:

☑ Legal counsel reviewed as part of the Council packet

☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:

Amount: $336,568.40
Funding Source: Sun Metro Operating Fund

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	

ATTACHMENTS:

1. Sole Source Letter
2. Sole Source Affidavit

FOR MORE INFORMATION:

Jerry DeMuro	915-212-3470	demurog@elpasotexas.com

CITY ATTORNEY'S OFFICE

AWARDEE LITIGATION REVIEW

October 29, 2026

The City Attorney's Office has reviewed whether or not the proposed awardee:

Avail Technologies, INC.

has been involved in prior or active litigation with the City for a period of 10 years from the date of award:

x	No prior litigation has been found.
	Litigation Listing follows:

Caption	Parties	Causes of Action	Status of Case

Reviewed by: _____

Assistant City Attorney

December 19, 2025

Victor Caraveo
Senior Procurement Analyst
City of El Paso
300 N. Campbell
El Paso, TX 799011

Re: Justification to utilize Avail Technologies, Inc., as a Sole Source Supplier for Long-term Warranty & Support

Dear Mr. Caraveo,

Per your request, this letter includes information concerning the commitment to a long-term agreement to support the software modules provided by Avail to the City of El Paso for Enterprise Resource Management (ERP) sourced by Avail Technologies Inc.

Avail provides Enterprise Transit Management System solutions that are engineered to meet each customer's specific needs and requirements exclusively to Public Transit Properties. The solution provided by Avail to City of El Paso was engineered to conform to City of El Paso's specific requirements as outlined in their existing technology contract. The delivered Avail's System is comprised of components engineered to our exact specifications and is integrated and tested by Avail to assure optimum performance and the highest level of reliability.

Due to the nature of our system deployed at the City of El Paso, Avail is considered the sole source supplier of support and warranty services. Under the FTA guidelines, this effort would support the Unique and Innovative Concept definition, since Avail demonstrates a unique or innovative solution not available from another source.

The reliable operation and maintainability of the entire system are dependent on the interoperability of each component of the system and therefore it is important that only Avail can provide adequate support to ensure that the system continues to perform at the required level of reliability and accuracy and under the current support contract.

Thank you for your continued interest in Avail Technologies as your ITS equipment and services provider. The City of El Paso is a valued customer / partner, and we appreciate the opportunity to partner with you to enhance your operational ITS environment.

Rick Spangler

12/19/25

Rick Spangler
Chief Executive Officer
Avail Technologies, Inc.

Date

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 Glen Parillo. 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: Avail Technologies, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Enterprise Resource Management Software
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 19th day of December, 2025

Commonwealth of Pennsylvania-Notary Seal
Amanda R Hinchberger, Notary Public
Centre County
My commission Expires September 23, 2028
Commission Number 1453983

NOTARY PUBLIC

Amanda R Hinchberger
PRINTED NAME

9/23/2028
MY COMMISSION EXPIRES

COMPANY NAME: Avail Technologies, Inc.

ADDRESS, CITY, S TATE & ZIP CODE 1960 Old Gatesburg Road, ste 200 State College, PA 16803

PHONE: 814-234-3394 FAX NUMBER: 814-234-3393

CONTACT NAME AND TITLE:

WEB ADDRESS: EMAIL: contracts@availtec.com

FEDERAL TAX ID NUMBER: 251831158 TEXAS SALES TAX NUMBER:

October 13, 2026

Derrick Russell
Lead Procurement & Contract Manager
Sun Metro
10151 Montana Ave.
El Paso, Texas 79925

Re: Extension of ITS System Maintenance and Support Offer

Dear Mr. Russell,

Avail Technologies, Inc. is pleased to provide Sun Metro with this offer to extend the system maintenance and support for your Avail ITS system. Your current plan is due to expire on November 30, 2026. For your convenience, we have included a pricing table that offers significant savings for committing to a multiple-year renewal:

- 1-year commitment with annual payment at start of each plan year *(annual costs are estimated and will be evaluated annually during the renewal period)*
- 3-year commitment with annual payment at start of each plan year
- 3-year commitment with single payment at start of plan
- 5-year commitment with annual payment at the start of each plan year
- 5-year commitment with single payment at the start of the plan

Notes on changes from previous contract:

- Inclusive of optional add-on costs for the term of the elected contract.
- Addition of Appendix A – Budgetary Services outline

If you are acceptant of the plan, please indicate your renewal term election on in **Section 4** of this document, sign the attestation in **Section 5** that you agree to the terms of the contract and payment terms aligning with your election, and return to Avail. Please e-mail the entire signed document to contracts@availtec.com for execution.

In closing, we hope you find the information we have provided demonstrates the level of commitment that Avail provides to Sun Metro and the strong value that we offer. If you have any questions, please do not hesitate to contact Gina Hess at 814.234.3394 x1030 or via e-mail at ghess@availtec.com

Sincerely,

Name
Title

1 SUPPORT, WARRANTY, & LICENSE AGREEMENT

THIS SUPPORT WARRANTY & LICENSE AGREEMENT ("Agreement") is made and entered into effective as of ***December 1, 2026*** (the "Effective Date"), by and between Avail Technologies, Inc., a Pennsylvania corporation located at 1960 Old Gatesburg Road, Suite 200, State College, PA 16803, hereinafter called "AVAIL", and City of El Paso, a Texas Municipal Corporation, through its Mass Transit Department ("Sun Metro"), located at 10151 Montana Avenue, El Paso, Texas 79925, hereinafter "PROPERTY", collectively referred to as the "PARTIES."

WHEREAS, AVAIL is the owner of the Software (as defined below) which is licensed to PROPERTY under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, PROPERTY, desires to obtain a license to use the Software solely in its business operations on the terms and conditions set forth in this Agreement; and

WHEREAS, AVAIL has licensed to the PROPERTY certain systems as specified in **Section 2** of this document and PROPERTY wishes to have AVAIL perform maintenance services on the software and associated hardware of the licensed systems pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, the PROPERTY and AVAIL, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:

1.1 DESCRIPTION AND TERM

1.1.1 SYSTEMS COVERED

The materials covered in this Agreement are the Hardware and Software required for deployment of AVAIL's Enterprise Transit Management Software (ETMS), as set forth in **Section 1.11**.

1.1.2 SITES

10151 Montana Ave.

El Paso, Texas 79925

1.1.3 TERM

This Agreement shall commence on the Effective Date and will remain in force until the completion of the Term, unless earlier terminated as set forth in **Section 3.2.** The Term will automatically renew for successive periods of twelve (12) months (each, a "Renewal Term", and the Term and Renewal Term are collectively, the "Term"). Any renewal of term shall be agreed to in writing by the PARTIES at least sixty (60) days prior to the expiration of the current term.

1.2 DEFINITIONS

1.2.1 DOCUMENTATION

"Documentation" shall mean the documentation to which the Software must conform as set forth in the original Project Contract;

1.2.2 ERROR

"Error" shall mean a material and reproducible failure of the Software to function in conformity with the Documentation.

1.2.3 ADDITIONAL SERVICES

"Additional Services" shall mean any service that is not covered by this Agreement.

1.2.4 HOSTED SUPPORT

"Hosted Support" (as elected under services in **Section 1.13.1**) shall mean AVAIL will house, implement, maintain and backup the customer fixed-end system on AVAIL owned (or leased) equipment for the duration of the term.

1.2.5 ANNIVERSARY

"Anniversary" shall mean the beginning date of the term and the annual occurrence of that date for the duration of the term.

1.2.6 PROJECT CONTRACT

"Contract" shall mean the original Intelligent Transportation System Project Contract entered into between AVAIL and PROPERTY

1.2.7 BUG FIXES

"Bug Fixes" shall mean any corrections or upgrades to the Software as development occurs over time.

1.2.8 PURCHASED FEATURE ENHANCEMENTS

"Purchased Feature Enhancements" shall mean any software features developed beyond the documentation for the original Project Contract when and where this system was purchased by PROPERTY.

1.2.9 NEW FEATURE PURCHASES

"New Feature Purchases" are features above and beyond the scope of the original Project Contract that existed and were not purchased at that time OR new features developed after the completion of the original Project Contract.

1.3 PROPERTY SUPPORT PLANS

PROPERTY has elected the level of support set forth in **Section 1.13.1**

1.4 AVAIL RESPONSIBILITIES

During the term of this Agreement, AVAIL shall provide the following support measures ("Support Services")

1.4.1 STANDARD LEVEL OF SUPPORT

The Standard Level of Support of which there are two problem resolution standards (See **Section 1.13.1**):

1.4.1.1 GENERAL PROVISION:

A. Telephone hot line access for problem and error reporting and response of diagnostic services;

B. Ability to initiate support requests via e-mail to support@Availtec.com; and

C. Ability to initiate support requests via AVAIL Customer Support Portal by visiting https://www.availtecportal.com.

D. AVAIL shall staff their Call Center during regular business hours see **Section 1.13.1**. In case of a support call, AVAIL will want to collect the pertinent information as soon as practical. In the event that AVAIL cannot answer the initial call, a voicemail service shall be operative as a backup system;

1.4.1.2 ROUTINE CARE

A. AVAIL shall respond to the call as stated in **Section 1.13.1**;

B. The problem will be entered into the AVAIL tracking system, entering the Caller's Name, PROPERTY Location and Contact Phone Number;

C. AVAIL shall keep PROPERTY advised of a plan for resolution of the error as soon as practical; and

D. If the error occurs after AVAIL business hours, the Caller shall still leave a voice message with the same information as listed above.

1.4.1.3 URGENT CARE

A. AVAIL will respond to a call as stated in **Section 1.13.2**;

B. Upon receipt of the call, the Support Team will immediately begin to assess the error and begin the process of resolving the problem. Resolution shall be conveyed to PROPERTY as soon as practical;

C. The error will be entered into the AVAIL tracking system; and

D. On-site response for requests for remedial support and diagnostic repair services in response to a problem submitted to AVAIL shall be pursuant to **Section 1.13.2** of this Agreement.

1.4.1.4 SYSTEM SELF-DIAGNOSTICS AND SELF-HEALING CAPABILITIES

A. Through the use of the sophisticated Software monitoring system, the system will notify the operations staff of potential system degradation and alerts the on-call staff via message 24 hours / 7 days a week.

B. Through these same techniques, the system has the capability to self-heal processes that have stalled or failed.

1.5 PROPERTY RESPONSIBILITIES

PROPERTY shall give AVAIL, their full cooperation to facilitate proper and prompt performance of the Support Services and any Additional Services that the PARTIES agree. PROPERTY shall provide:

A. A key technical contact that shall be familiar with the System and/or Software to provide adequate information and feedback in order to facilitate problem reporting and resolution;

B. The key technical contact will be aware of the terms and conditions under which AVAIL Systems provides after hours support:

I. Promptly notify AVAIL of any error in the System;

II. Provide sufficient information for AVAIL to effectively diagnose errors including a detailed description of the issue in text format, an explanation of what the user was doing when the issue occurred, any error messages that the system returned, screen shot images of the error, the current status of the system, a determination if the system is functional, and a state retrieval, if requested;

III. Permit AVAIL to take such reasonable steps as AVAIL shall consider necessary to remedy any errors;

IV. Allow AVAIL prompt and reasonable access to:

a. The Software and Intelligent Transit System (ITS) Server through a Virtual Private Network (VPN) in case of primary server hardware failure and access to other 3rd party systems such as the communications network provider.

b. PROPERTY's physical sites, at the locations specified in **Section 1.1.2.**

V. Provide a reasonably safe and secure work environment at the site(s) for AVAIL's authorized personnel performing Support Services and Additional Services on-site.

VI. PROPERTY shall not permit any person other than authorized AVAIL personnel to make corrections or in any way modify the Software. Any work, repair, replacement, remedial support, emergency support, or correction necessary will be in violation of this provision shall be considered Additional Services.

1.6 SOFTWARE MAINTENANCE

AVAIL shall notify and make available to the PROPERTY all Purchased Feature Enhancement and Bug Fixes to the software for the current software license. The nature and extent of the elements to be included or covered in any Enhancement, or Bug Fix shall be determined solely by AVAIL.

Purchased Feature Enhancements and Bug Fixes will be made available to the PROPERTY at no additional charge other than the costs for additional hardware, configuration, integration, testing, travel and lodging and per diem, provided they are current in their payment of the fees set forth in **Section 4**.

In the event the PROPERTY has elected not to pay the Maintenance and Support Fees, they may obtain updates of a Purchased Feature Enhancements and Bug Fixes by paying the aggregate annual Maintenance and Support Fees which would otherwise have been due from the date of discontinued Maintenance and Support Services to the date such Purchased Feature Enhancement or Bug Fixes becomes generally available.

As soon as practical, AVAIL will provide the PROPERTY with information relating to any Software New Features during the term of this Agreement. New Feature Purchase shall be negotiated and agreed to in writing, between the PARTIES, prior to any work beginning on the requested task. All reasonable efforts shall be made by the PROPERTY to provide AVAIL access to the individual Software server through the VPN process. Any New Feature Purchases, Purchased Feature Enhancement and Bug Fixes provided shall be governed by all of the terms and provisions of this Agreement.

Upon notification, the PROPERTY shall have six (6) months from receipt of such notice to authorize AVAIL to deliver the product, provided they are current in their payment for Support, Warranty and License Fees. All New Feature Purchases, Purchased Feature Enhancements, or Bug Fixes provided, shall be considered Software for purposes of this Agreement.

AVAIL agrees to provide to the PROPERTY the elected level of support as defined in **Section 1.13.1** for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the Term or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Support, Warranty, and License Fees hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

AVAIL agrees to provide to the PROPERTY the Level of Support as stated in **Section 1.13.1** for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this Agreement or any subsequent extension; provided that the PROPERTY has paid the applicable Support Fees hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

1.7 MAINTENANCE AND SUPPORT SERVICES

A. The PROPERTY shall pay the Support, Warranty, and License Fees set forth, and the PROPERTY will receive technical support for the Term;

B. Provided the PROPERTY has paid the applicable Support, Warranty, and License Fees, AVAIL shall support the Hardware and Software as set forth in this Agreement;

C. Corrections - For a period of Twelve (12) months following the release of a Purchased Feature Enhancement upgrade, AVAIL will use reasonable efforts to support any previous Release of that Software program. AVAIL shall advise the PROPERTY as soon as practical, of the intention to discontinue support services of any version of AVAIL software currently in use by the PROPERTY. AVAIL shall also maintain this requirement for the subcontractors they use for this Project;

D. AVAIL shall have no obligation to correct problems which are traced to any PROPERTY errors, modifications, enhancements, software or hardware.

E. In the event that AVAIL provides any Additional Services requested by PROPERTY, AVAIL shall invoice for such Additional Services based upon its then-current time and material rates. PROPERTY shall pay all charges for such Additional Services within thirty (30) days from the date of invoice. Charges for Additional Services may include fees for labor, materials, hardware components, shipping, software, documentation, and/or other products or services and associated expenses, including reasonable travel expenses incurred by AVAIL when providing Additional Services at PROPERTY's request.

F. Additional Support, Warranty, and License, which shall follow the completion of this Agreement pursuant to **Section 1.1.3**, may be extended for an agreed upon timeframe by the PARTIES. The cost will be at AVAIL's then-current standard Support, Warranty, and License Fees for as long as AVAIL offers such support. The intent is to make payment of the applicable fees in advance of each anniversary. If PROPERTY purchases Support, Warranty, and License for any copy of the Software, it must purchase Support, Warranty and License for all licenses of such Software unless PROPERTY has discontinued the use of certain licenses within the Avail Suite of purchased and installed modules.

1.8 TRAVEL EXPENSES

PROPERTY will reimburse AVAIL for any reasonable out-of-pocket expenses deemed appropriate and as approved in writing by PROPERTY's staff assigned to this project, including airfare, travel to and from PROPERTY's site, lodging, meals and shipping, as may be necessary in connection with the duties performed under this Agreement by AVAIL. AVAIL will quote travel expenses and PROPERTY will provide written approval prior to travel commencing. Appropriate expenses shall be limited to those incurred on site visits associated with the performance of this Agreement. AVAIL shall submit requests for reimbursement to PROPERTY. Such requests shall be accompanied by documentation substantiating the expense. Invoices for these expenses shall be presented to PROPERTY by AVAIL within fifteen (15) days of the end of the month. PROPERTY will pay these charges within thirty (30) days of the date of the invoice.

1.9 MAINTENANCE AND SUPPORT

A. AVAIL represents to PROPERTY that all services provided hereunder will be performed in a workmanlike manner.

B. This Agreement includes the Software and Hardware listed below for the entire Term. If during the duration of this Agreement, any software or hardware were to become obsolete, AVAIL agrees to work with PROPERTY to provide a replacement device and to ensure its downward compatibility with the rest of the deployed system.

1.10 SYSTEM SUPPORT

AVAIL will provide remote and, if necessary, on-site system support as per **Section 1.10.2(B)**, for the Term specified in this Agreement, for all software initially provided by AVAIL for sustaining the accepted system configuration.

1.10.1 PHONE AND REMOTE DIAGNOSTIC SYSTEM SUPPORT

AVAIL will provide consultation to PROPERTY's Key Technical Contact to:

A. Facilitate remote troubleshooting and solution implementation;

B. Acquire and review data logs for problem identification via remote access line;

C. Provide problem analysis and possible resolution;

D. PROPERTY must maintain remote access capability for AVAIL to diagnose reported software and systems problems. Remote access will be via a VPN connection;

E. AVAIL can, at PROPERTY's request, assist in arranging for service and support of non-warranted components (i.e. LAN interface to the Communications system and Installation / Removal services). AVAIL will not be responsible for the service call or system repair costs. Such costs will be billed to PROPERTY.

1.10.2 EXCEPTIONS

A. If it is determined by AVAIL that a hardware or software problem was not due to an AVAIL installed component, PROPERTY will be responsible for all engineering and technical support, time and material costs. All labor will be charged at AVAIL's prevailing rates;

B. On-site support is not included in the Agreement but is available on a time and material basis. However, AVAIL will provide remote support to PROPERTY without additional charge

1.11 MAINTENANCE AND SUPPORT COMPONENTS

1.11.1 SOFTWARE LICENSES

Item – Description	Qty

Transit Assets • Asset Condition • Asset Inventory • Facilities • Fleet • Maintenance • Parts • Work Orders • Business Intelligence • NTD Reporting	Site
Finance Suite • Accounts Payable • Accounts Receivable • Asset Depreciation • Budgeting • Grants • General Ledger • Procurement (Requisitions, Purchase Orders) • Projects • Business Intelligence • NTD Reporting	Site
Human Resources • Employees • Employee Self-Service • Labor Relations • Legal Requirements • Position Control • Recruitment • Training • Business Intelligence • NTD Reporting	Site
Compliance • Claims & Safety • Customer Feedback • Employee Incidents • Facilities Requests • Vehicle Incidents/Road Calls • Business Intelligence • NTD Reporting	Site

Payroll • Attendance • Leave Scheduling • Operator Time • Payroll • Timeclock • Timekeeping • Tax Reporting • Business Intelligence • NTD Reporting	Site

1.11.2 Hosting Services & Licensing

Item – Description	Qty
Hosting Services – Azure cloud-hosting for central system software	Site

Changes in the fleet composition (quantity of connected devices across fleet, supervisors and other users) of PROPERTY will be assessed as devices/users are added/removed. Connected devices will be evaluated semi-annually as the fleet is expanded by PROPERTY and additional fees may be assessed by AVAIL.

1.11.3 Hardware

Products deemed defective will be repaired at no additional cost for parts, material and labor. Products will be replaced, instead of repaired, at AVAIL discretion.

1.11.3.1 Covered Third-Party Software

Item – Description	Qty

1.11.3.2 Covered Third-Party Hardware

Item – Description	Qty

1.11.4 Non-Covered Equipment

Item – Description	Qty	Expiration
Item - Description *s/n: ###*	1	*Expiration date*

1.11.5 System Maintenance

A. PROPERTY is responsible for equipment replacement as required for all installed equipment including:

I. In-vehicle equipment;

II. Wireless modem;

III. Wireless LAN;

IV. Wayside Sign Component modules

B. System Maintenance includes removal of equipment, replacement with a spare, initial triage diagnostics and shipping to a designated repair point. Any item returned to AVAIL must follow AVAIL's RMA procedures;

I. PROPERTY is responsible for shipping cost to AVAIL or designated repair point. AVAIL will return ship at AVAIL's expense.

1.11.5.1 EXCEPTIONS:

A. Non-technical hardware items such as batteries, racks, cables, connectors, mounts, handsets, speakers, antennas, sign audio buttons, KVM switches, network switches, memory storage media, panels and punch blocks are wear items and are not covered beyond the Vehicle Installation Support;

B. AVAIL is not responsible for:

I. Hardware and Software that are not used and serviced according to the training and instructions provided by AVAIL;

II. Products that have been altered, repaired or modified without prior consent from AVAIL;
   a. Products damaged by any third-party equipment or intervention, force of nature or other conditions not In AVAIL's control;
   b. Products damaged due to negligence or abuse.
   c. Cost, loss or damages resulting from the use of AVAIL supplied products, including but not limited to, loss of time, inconvenience and loss of production;
   d. Shipping and shipping related costs of products mailed to AVAIL;
   e. Costs associated with parts, materials and labor provided by PROPERTY's Maintenance personnel.

C. AVAIL may evaluate items not covered under Maintenance and Support and an assessment will be provided to PROPERTY. If PROPERTY agrees with the assessment, they will be charged for the labor to complete the evaluation, shipping and shipping related costs, parts and materials used and repair labor. If PROPERTY elects not to repair the item, only the labor required for the assessment will be charged. All labor is charged at AVAIL's prevailing rates for the required skill level.

1.11.5.2 TIME AND MATERIAL CHARGES FOR NON-SUPPORTED HARDWARE REPAIRS OR SUPPORT

A. To maintain system support coverage, all systems hardware must be returned to AVAIL for repair or approved for repair by AVAIL at a specified repair facility;

B. Any returned unit may be repaired or replaced at the sole discretion of AVAIL;

C. AVAIL will charge a minimum of one (1) hour for each issue or return with subsequent increments billed at one-quarter (1/4) hour intervals at AVAIL's prevailing rate charges (Please refer to **Section 1.13.1**);

D. Charges for non-supported repair / replacement or support will include the prevailing Preferred Customer rates (subjected to periodic updates).

E. Travel and associated travel labor costs for on-site work (if required) are not included and will be invoiced to PROPERTY at travel costs shall be pursuant to **Section 1.8** of this Agreement. An estimate of on-site costs will be provided prior to any travel expenses being incurred.

1.11.5.3 VEHICLE INSTALLATIONS

Avail warrants are vehicle installation provided by Avail for 90 days. Any issues found to be stem from installation services will be rectified by Avail with no cost to Agency. Any issues found to stem from errors unrelated to vehicle installation, such as lack of proper maintenance by Agency or misuse of equipment, shall be the responsibility of the Agency. Any costs associated to diagnosing issues found to be the result of the Agency will be billed to Agency.

1.11.5.4 SYSTEM MAINTENANCE LOGGING

All system maintenance or repair information, whether Hardware or Software, is collected and recorded via CRM Case Logs entry, RMA Tracking for Hardware and configuration management tools for Software.

1.12 LIMITS OF MAINTENANCE & SUPPORT PLAN

The maintenance and support set forth in this Agreement is a limited maintenance and support plan. The hardware and software included under the initial installation, new feature purchases, purchased feature enhancements or bug fixes, are subject to the representations, warranties, indemnifications, limitations and disclaimers set forth in the Agreement.

1.13 AVAILABLE CUSTOMER SUPPORT PLANS

1.13.1 MAINTENANCE AND SUPPORT PLAN

Plan	Description
Standard Business and Extended Hours ☒	• Routine Care and Urgent Care are provided during standard business hours. • If needed for a non-covered item, Time and Material charge mechanism must be in place before work will commence • Urgent Care response 24/7 access to the AVAIL Support Team which includes Standard Business Hours Support and all NON-business hours of coverage to support Urgent Care needs. • A customer support line to contact the on-duty support engineer at AVAIL. • The continuation of Urgent Care resolution after Standard Business Hours.
Hosted System ☒	• Includes all features of Standard Business Hour Support and Extended Hours Support • AVAIL operates and maintains the fixed end computer system in our dedicated data center operation • AVAIL connects to your high-speed communications interface provider • AVAIL maintains system backup services and operational system redundancy • Includes system hardware maintenance and software release maintenance and upgrades • AVAIL provides the staff for operation and maintenance of the computer system at the hosted location

1.13.2 Problem Resolution Standards

PRIORITY	DEFINITION
Low (Portal)	A nuisance issue which is not causing a significant impact on system performance or interfering with the work of the customer. New myAvail account request, myAvail password reset. Update on RMA's, general questions.
Medium (Portal)	A support ticket that does not have a significant impact on system performance or interfering with the work of the customer. Cannot access non-critical reports, Driver cannot login to one vehicle, Timepoints or trigger boxes are incorrect. Finance suite
High (Call)	A support ticket that has a significant impact on the system performance and/or whichhas a significant impact on the customer and/or is public facing. Multiple buses in fleet are down, User not able to login to scheduling package, scheduled publish did not work. Payroll processing and PR setup issue affecting PR processing
Critical (Call)	System outage. Entire fleet is down, all buses can't communicate to dispatch and passenger info on myStop is down. Payroll check processing, PR ACH file issues, unable to login to system.

Priority Level	Normal Business Hours		Outside Business Hours	
	Response Time	Resolution Time	Response Time	Resolution Time
Critical	15 minutes	2 hours	1 hour	4 hours
High	2 hours	1 business day	4 hours	1 business day
Medium	1 business day	5 business days	1 business day	5 business days
Low	1 business day	10 business days	1 business day	10 business days

****These resolution standards do not include RMA's, product enhancement requests, and system bug diagnosis and fixes.**

1.14 REPORTING PROCESS

C. **Critical or Urgent issues such as an outage should be reported via phone to 814-234-3394 option 1**

I. Avail has 24/7 support hours outside of normal business hours (7 am to 8 pm Eastern Time)

a. 814-234-3394, then press option 1

D. **Customer Portal Usage**

I. Avail encourages the use of our customer portal for medium and low priority cases. The intent of the portal is to provide support with all the necessary information so that the appropriate support representative with the skills required can contact you for the most effective troubleshooting. Utilizing the portal provides a better interactive experience for our customers.

E. RMA Requests can be submitted via customer portal.

I. Portal - https://www.availtecportal.com

F. If there is no answer when you call the support phone line please leave a detailed voicemail: be sure to leave caller first and last name, property name contact phone number, and detailed description of problem. A case will be created referencing your voicemail and support will follow up accordingly. Please refrain from calling until you get a live person.

1.15 STANDARD BUSINESS HOURS

A. Monday through Friday; 7:00 AM to 8:00 PM EST

B. Follow the priority level SLA chart and definitions in section 1.13.2 for standard case practices.

C. The following national holidays are excluded during standard business hours. During holiday's where Avail is closed use the 24/7 support phone for critical issues. Use the customer portal for low and medium priority cases and Avail will follow up when standard business hours resume.

January 1st	Presidents Day
Memorial Day	July 4th
Labor Day	Thanksgiving Day
Friday Immediately after Thanksgiving	Christmas Eve -Dec. 24th
Christmas Day – Dec. 25th	

NOTE: If the Holiday falls on a **Saturday**, AVAIL is closed on the **preceding Friday**.
NOTE: If a Holiday falls on a **Sunday**, AVAIL is closed on the **following Monday**

1.16 WORKFLOW

Upon receipt of an issue, AVAIL support staff will begin documentation of the issue. The documentation shall record all pertinent information that has been received either by telephone or email. Following completion of the gathering of information regarding the problem, AVAIL support staff will categorize the issue and communicate the target action back to PROPERTY contact.

Once a problem has been identified, AVAIL support staff will work with AVAIL or third-party engineering staff to determine an appropriate solution timeframe. Once the solution has been tested and proven viable, AVAIL support staff will contact PROPERTY to make arrangements for implementation. In the event the solution cannot be tested and implemented within the timeframe that was initially communicated to PROPERTY, AVAIL support staff will attempt to implement a workaround for PROPERTY while pursuing resolution. In all cases, AVAIL will attempt to minimize the amount of time necessary to resolve the issue.

If AVAIL personnel cannot recreate the problem in the lab configuration, additional information may be required from PROPERTY. This may include but is not limited to screen shots in .bmp or .jpg format and/or retrieval of files from the affected software.

AVAIL will endeavor to resolve any system problems remotely through use of a Virtual Private Network (VPN). If both parties deem it necessary to travel to PROPERTY premises to resolve the problem, the on-site engineering /technical support services are included in this Agreement. The cost for the travel and living expenses shall be agreed upon in advance between the PARTIES. The engineering / technical support services rendered will be billed to PROPERTY if it is determined while on site that the problem resolution was not due to AVAIL's inability to re-create and resolve the problem remotely.

2 SOFTWARE

2.1 LICENSE TO USE SOFTWARE

2.1.1 DESCRIPTION

In consideration of the licenses set forth in the Agreement, and subject to termination as provided **Section 1.13.2**, AVAIL grants to Property a nonexclusive, nontransferable site license for authorized Property employees (users) and vehicles (as provided in **Section 2.1.2** below) to use the Avail Enterprise Transit Management Software (ETMS).

THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). AVAIL DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE OR DOCUMENTATION TO PROPERTY. PROPERTY'S LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL PROPERTY HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF AVAIL HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY PROPERTY.

2.1.2 SCOPE OF PERMITTED USE

Pursuant to **Section 1.11** – PROPERTY agrees that it may allow its designated employees or computers (Users) access to the software and may manage all authorized vehicles in the Software.

2.1.3 SCOPE OF LICENSE RIGHTS; RESTRICTIONS

A. The license granted to PROPERTY under this Agreement entitles PROPERTY to use, and PROPERTY agrees to use, the Software and Documentation solely as set forth in this **Section 2.1.3 (A)(I)** through **Section 2.1.3 (A) (IV)**:

I Store, install and access the Software, in machine readable form, through an internal network using those computers and software specified in the Agreement, or access the Software via the Internet, but in either case only for use by the PROPERTY site's authorized and designated users and only for the purpose of serving the internal needs of the business of PROPERTY;

II In support of PROPERTY's authorized use of the Software, store the Software's machine-readable instructions or data in, transmit it through, and display it on machines associated with the computer(s) specified in this Agreement;

III Make two (2) copies of the Software in machine-readable, object code form, for nonproductive backup purposes only;

IV Use the Documentation solely to assist PROPERTY in its authorized use of the Software.

B. The license granted to PROPERTY under this Agreement does not grant to PROPERTY the right to;

I Copy (except as expressly permitted in **Section 2.1.3 (A)(III)** above), change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software: or separate the components of the Software;

II Copy or provide any third party with access to or use of any of the Documentation without the prior written consent of AVAIL;

III Transfer any of PROPERTY's rights or obligations under this Agreement without the express, advance, written consent of an officer of AVAIL, and then only if:

i. PROPERTY keeps no copies of the Software or Documentation;

ii. PROPERTY transfers PROPERTY's entire rights and obligations under this Agreement in or to the Software and Documentation; and,

iii. The transferee agrees in writing to the terms and conditions of this Agreement, after which time PROPERTY will no longer have the right to use the Software. Any attempted transfer or assignment of any of PROPERTY's rights or obligations under this Agreement shall be null and void unless it is in full compliance with this **Section 2.1.3 (B)(III)**;

IV Remove any proprietary or copyright legend from any material contained in or on the Software or the Documentation.

V Publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or,

VI Use any trademarks or service marks of AVAIL.

2.1.4 LIMITED WARRANTY AND LIMITATION OF WARRANTIES

A. Subject to the conditions and limitations set forth herein, AVAIL warrants for a period set forth in **Section 1.1.3** immediately following the System Acceptance of the Software (the "Term") that the Software will substantially conform in all material respects to the documentation set forth in the Project Contract. Subject to the provisions and limitations set forth herein, AVAIL will correct any such nonconforming Software if PROPERTY has notified AVAIL of such nonconformity in writing within the Term. AVAIL shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if PROPERTY has not reported to AVAIL the existence and nature of such nonconformity within the Term, and such nonconformity cannot be verified.

B. The limited warranty set forth in **Section 2.1.3 (A)** above does not apply to any Software that has been repaired or modified by persons other than AVAIL or its authorized agents, or that has been installed by PROPERTY or any of its independent contractors other than AVAIL. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and with AVAIL's User Manual and any other written instructions provided by AVAIL to PROPERTY, and in an operating environment in compliance with the documentation and requirements as set forth in this Agreement. AVAIL makes no warranty that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.

C. AVAIL makes no warranty that the Software will operate with all applications, utilities, or other memory resident programs.

D. PROPERTY acknowledges responsibility to maintain their computing infrastructure and environment such that they are able to receive AVAIL provided software upgrades as part of this Agreement and prevent software from becoming obsolete (i.e. software 2 major versions behind current software release). AVAIL shall not be responsible for any obsolescence of the Software for any reason. Furthermore, AVAIL assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

2.1.5 PROPRIETARY PROTECTION AND RESTRICTIONS

A. PROPERTY acknowledges and agrees that the Software and Documentation is the sole property of AVAIL and contains copyrighted, confidential and trade secret information, and that as between AVAIL and PROPERTY, AVAIL shall have the sole and exclusive ownership of all right, title and interest in and to the Software and Documentation, (including ownership of all trade secrets, confidential information and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to PROPERTY herein by AVAIL. To the extent of allowed by law, PROPERTY must and will keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. PROPERTY will keep the Software and Documentation in confidence, notwithstanding the above or any other provision in this

agreement, AVAIL acknowledges that PROPERTY is subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). PROPERTY 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 AVAIL if a request relating to such proprietary information is received. AVAIL represents that it understands that the Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of AVAIL as a basis for nondisclosure.

B. PROPERTY hereby authorizes AVAIL to enter PROPERTY's premises with prior approval by PROPERTY in order to inspect the Software in any reasonable manner during regular business hours to verify PROPERTY's compliance with the terms of this Agreement. PROPERTY will cooperate with AVAIL and promptly provide AVAIL and its agents with full access to its facilities, and will engage in no acts or omissions to hinder or delay AVAIL's access to Property's premises and computers or the inspection thereof.

C. PROPERTY acknowledges that, in the event of PROPERTY's breach of any of the provisions of this Agreement, AVAIL will not have an adequate remedy in money or damages. AVAIL shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. AVAIL's right to obtain injunctive relief shall not limit its right to seek further remedies.

2.1.6 AGREEMENT SERVICES

2.1.6.1 TRADITIONAL & WARRANTY & SUPPORT PLAN

To Ensure System Reliability

A. *Includes standard phone, email, and remote debugging support*

B. *Access to training documents and video library*

2.1.6.2 SOFTWARE UPGRADES

To keep your software current with the latest features

A. *Includes software updates to latest release*

B. *Includes training on new features and reports*

3 GENERAL TERMS

3.1 LIMITATION OF LIABILITY

A. Except with respect to the obligations of AVAIL, in no event shall AVAIL's liability for any reason and upon any cause of action under the software license Agreement exceed the maintenance and support fees paid by PROPERTY to AVAIL;

B. The PARTIES shall not rely upon and shall not grant any means of remedy arising from any statement, representation, maintenance and support or understanding of any person other than as expressly set out in this Agreement and the Terms and Conditions of the award.

C. EXCEPT FOR ANY LIABILITY ARISING UNDER **SECTION 2.1.5,** THE CUMULATIVE LIABILITY OF AVAIL TO PROPERTY FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO AVAIL HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. AVAIL SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT PROPERTY IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.

D. IN NO EVENT SHALL THE PARTIES BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST PROPERTY OR ANY THIRD PARTY, EVEN IF AVAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

E. AVAIL and PROPERTY do not rely on and shall have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement and the Terms and Conditions of the award.

3.2 TERMINATION

A. Notwithstanding the foregoing, all provisions here of relating to confidentiality, proprietary rights, nondisclosure, indemnity and limitations of liability shall survive the termination of this Agreement. In the event of termination under this paragraph, PROPERTY will not be entitled to any refund of any portion of the fees paid to AVAIL under this Agreement, unless AVAIL:

I. Materially breaches this Agreement and fails to cure such breach within thirty (30) days after notice from PROPERTY;

II. Delivers a notice that the software has been declared obsolete or withdrawn from sale;

III. Otherwise discontinues providing standard level of support for the myAvail software suite:

a. AVAIL shall refund to PROPERTY an amount equal to the aggregate support charges paid by PROPERTY for the time during which the standard level of support services was not provided to PROPERTY.

3.3 INDEMNITY

If a third-party claims that the Software or Documentation infringes any patent, copyright, trade secret, or any similar intellectual property right, AVAIL will defend PROPERTY against such claim at AVAIL's

expense and will pay all damages that a court finally awards, provided that PROPERTY promptly notifies AVAIL in writing of the claim, cooperates fully with AVAIL in the defense of any such claims, and allows AVAIL to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, AVAIL will, at it option and expense, either: (i) procure for PROPERTY the right to continue using the Software and/or Documentation; (ii) replace or modify the Software or Documentation so that it becomes non-infringing; or, (iii) if it is not possible or in AVAIL's sole discretion is not economically feasible for AVAIL to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to PROPERTY the unused portion of the applicable license fee amortized over a 3 year period from the Effective Date and any annual technical support fees paid by PROPERTY for the remainder of the then current Term for such technical support services. However, AVAIL shall have no obligation for any claim based on PROPERTY's modification of the Software or Documentation or its combination, operation or use with any product, data or apparatus not specified or provided by AVAIL. THIS PARAGRAPH STATES AVAIL'S ENTIRE OBLIGATION TO PROPERTY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

3.4 EXPORT AND GOVERNMENT USE RESTRICTIONS

PROPERTY agrees that it will not export or re-export the Software, any part thereof, (the foregoing is referred to as the "Restricted Components"), to any country, person or entity subject to United States export restrictions. Furthermore, PROPERTY agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

3.5 INCORPORATION OF OTHER SOFTWARE

The Software may incorporate material or components which are owned by third parties and which are used by Agreement between AVAIL and such third parties. PROPERTY acknowledges and agrees that any third-party owner of such materials or components is a direct and intended third party beneficiary of this Agreement who may enforce this Agreement directly against PROPERTY.

3.6 ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the PARTIES and their respective successors and permitted assigns. Except as otherwise provided herein, this Agreement may not be assigned by PROPERTY without the prior written consent of AVAIL and upon payment of an assignment fee.

3.7 SEVERABILITY

Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be adversely affected or impaired thereby. The Party shall endeavor to replace the

invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.

3.8 NO THIRD-PARTY RIGHTS

Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the PARTIES and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

3.9 CONFIDENTIALITY

A. "Confidential Information" is hereby designated as “trade secrets” and is defined as the following:

   I. Any information or data in the form of specifications, technical information or otherwise furnished to PROPERTY under this Agreement;

   II. The business or technical information of AVAIL, including but not limited to any information relating to AVAIL's product plans, designs, costs, finances, marketing plans, business opportunities, personnel, research, development or know-how; and

   III. Any other information reasonably and appropriately designated in writing by AVAIL as “trade secret" which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law.

B. Confidential information shall not include information that

   I. Is in or enters the public domain without PROPERTY’s breach of the Agreement;

   II. PROPERTY receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

   III. PROPERTY develops independently, which it can prove with clear and convincing written evidence.

C. To the extent allowed by law PROPERTY agrees, to take all measures reasonably required to maintain the confidentiality of all confidential information in its possession or control, which will in no event be less than the measures the PROPERTY uses to maintain the confidentiality of its own information of equal importance. PROPERTY further agrees to only use Confidential Information disclosed in connection with this Agreement solely to exercise its rights and perform its obligations under the Agreement.

D. PROPERTY agrees to inform its employees of their confidentiality obligations regarding the Licensed Program and any other Confidential Information of AVAIL. PROPERTY further agrees to ensure that contract employees (including temporary employees) of PROPERTY agree to confidentiality obligations similar to those of this Agreement.

E. In the event of a third-party challenge to the Confidential Information, AVAIL shall provide the PROPERTY with any evidence deemed necessary to successfully defend the legal challenge and establish that the Confidential Information meets the criteria.

3.10 DATA OWNERSHIP

PROPERTY shall use reasonable efforts with respect to the accuracy and quality of the PROPERTY data provided to AVAIL in the creation of PROPERTY's account. With respect to PROPERTY's obligation to the changing and updating of data, PROPERTY is required to use reasonable efforts.

PROPERTY shall retain full ownership of PROPERTY Data and the resulting output of any processing of such data in AVAIL's system. AVAIL is required to provide PROPERTY with access to its data at any time notwithstanding the existence of any dispute that may arise under this Agreement.

AVAIL is obligated to protect the security and confidentiality of the PROPERTY's data and is prohibited from accessing this data except for the express purpose of reasonably performing the requirements of this Agreement. AVAIL shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of PROPERTY Data.

PROPERTY retains the right to access and retrieve this data stored in a usable format on AVAIL's system at its sole discretion.

Avail shall retain PROPERTY data for active customers current on all payment obligations and not otherwise in material breach of the applicable Services and Support Agreement for a period of seven (7) years. Data retention shall apply to information maintained within Avail's hosted environment and shall be subject to Avail's standard backup, archival, and data management procedures.

Avail reserves the right to manage storage, archival methods, and system maintenance practices in accordance with commercially reasonable operational standards, provided such practices do not materially diminish PROPERTY's access to retained data during the active term of the Agreement.

Upon termination, expiration, or non-renewal of the Agreement, PROPERTY shall have ninety (90) days from the effective termination date to request an export of PROPERTY data maintained within Avail's hosted environment. Any requested data export shall be subject to Avail's services fees and applicable export charges. Following the ninety (90)-day retention period, Avail may permanently delete PROPERTY data from its active systems and backup media in accordance with Avail's standard data retention and destruction policies. Avail shall have no further obligation to maintain, store, or provide access to PROPERTY data after the ninety (90) day retention period.

3.10.1 DATA BREACH NOTIFICATIONS

AVAIL agrees to comply with all applicable laws governing the notification of individuals in the event of an unauthorized release of PROPERTY Data. In the event of a data breach, AVAIL agrees to notify PROPERTY in writing within 24 hours after AVAIL's discovery of any unauthorized access of PROPERTY Data or AVAIL becomes reasonably certain that such unauthorized access has occurred, and to coordinate with PROPERTY to inform all effected individuals in accordance with applicable laws.

4 PRICING & PAYMENT TERMS (CONFIDENTIAL & PROPRIETARY)

PROPERTY will be invoiced 60 days prior to the start of the next anniversary date. Payment is due thirty (30) days from invoice date. *If payment is not received within payment terms, Avail reserves the right to charge a 1.5% late fee payment based on the invoice price.*

The pricing below is based on 40 licenses. If PROPERTY exceeds 10 licenses, Avail reserves the right to bill PROPERTY for any licenses over 40.

Period of Support			Annual Est.
December 1, 2026	-	November 30, 2027	$ 76,000.00
December 1, 2027	-	November 30, 2028	$ 78,280.00
December 1, 2028	-	November 30, 2029	$ 80,628.40
		Total Price	**$ 234,908.40**

****Tax is not included in pricing shown. City of El Paso is Tax Exempt**

****Any changes in features, covered equipment, software, or services outlined in this Agreement executed while the Agreement is in effect, additional costs will be assessed based on the features or equipment added. Invoice and payment terms for these years will be the same as the initial Term**

4.1 OPTIONAL ADD-ON PRICING (CONFIDENTIAL & PROPRIETARY)

At the request of Sun Metro, Avail has included the following pricing for additional services and/or equipment. This pricing is valid for the term of the contract.

Item	Price	Notes
24 remote training hours (pre-purchase)	$ 4,200.00	24 hours offered at a discounted rate
Remote training (ad-hoc)	$205.00/hr	Standard pricing for remote training as needed
On-site week of training – labor	$ 9,020.00	Labor covers preparation, documentation, travel and time on-site.
On-site week of training – travel	$ 4,000.00	Travel costs for trip; flight, hotel, rental car, meals
Bluebird Scanner (per unit)	$ 2,500.00	Sun Metro can purchase units at will at the price shown for the duration of the contract.
User License (per user per year)	$ 500.00	

5 ENTIRE AGREEMENT

This Agreement and the Terms and Conditions of the award constitutes the entire Agreement among the PARTIES relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, writings, Agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The PARTIES may, by mutual written Agreement and in no other manner, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

IN WITNESS **WHEREOF**, the PARTIES have executed this Agreement effective as of the date first above written.

AVAIL:
AVAIL Technologies, Inc.

Signature:

Name: Rick Spangler

Title: Chief Executive Officer

Date: October 13, 2026

PROPERTY:
Sun Metro

Signature: Jerry DeMuro for Anthony Dekeyzer Director

Name: Jerry DeMuro for Anthony Dekeyzer Director

Title: Deputy Transit Offier

Date: 10/21/2026

APPROVED this _____ day of _____, 20___.

CITY OF EL PASO

_____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT

_____
Claudia A. Garcia, Purchasing Director
Purchasing and Strategic Sourcing

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

APPENDIX A

6 STANDARD SUPPORT RENEWAL OFFER

6.1 TECHNICAL REQUIREMENTS

6.1.1 SOFTWARE SYSTEM

The Contractor shall provide the myAvail Enterprise Transit Management System (ETMS) with the following capabilities:

1. Monitoring of schedule adherence and service performance
2. Dispatch and operations support functionality
3. Data collection, storage, and reporting capabilities
4. Secure, role-based user access
5. Vehicle and Asset management

6.1.2 SYSTEM ACCESS AND HOSTING

1. System shall be hosted and supported by the Contractor or an approved hosting environment
2. Secure access shall be provided to authorized Sun Metro personnel
3. System shall support data transmission between vehicles and the central software platform

6.2 OPERATIONS, WARRANTY, AND MAINTENANCE

6.2.1 SOFTWARE MAINTENANCE AND SUPPORT

The Contractor shall provide ongoing software maintenance and technical support, including:

1. Standard business-hours technical support
1. Phone, email, and remote troubleshooting assistance
2. System monitoring and issue resolution
3. Application maintenance to ensure system availability and performance

6.2.2 SOFTWARE UPDATES

1. Contractor shall provide access to standard software updates and version releases
2. Two upgrades per year
3. Updates shall include enhancements related to functionality, performance, and security
4. Training or documentation related to updates shall be provided as applicable

6.3 FOLLOW-ON ADOPTION & SUPPORT THROUGH CARE TEAM

The Contractor shall provide Customer Adoption & Retention CARE services, including:

2. Access to ongoing training Webinars throughout the year

3. Annual Adoption Assessment from CARE; Analyze system usage and performance assessment
4. Recommendations to improve system adoption and operational efficiency
5. Regular check ins throughout the year from the CARE team
6. Invitation to the annual Engage User Conference

6.4 Warranty & Service Coverage

The Contractor shall provide software service coverage for the duration of the agreement, including:

1. Software availability
2. Maintenance and technical support
3. Standard software updates

The applicable Software License Agreement shall govern specific service levels and coverage terms.

1. ETMS Support and Hosting for 45 user licenses. Additional licensing to be quoted at Sun Metro's request.

6.5 Roles and Responsibilities

6.5.1 Contractor Responsibilities

1. Provide the software and services described in this Scope of Work
2. Deliver training, maintenance, and support services
3. Coordinate with Sun Metro's designated project and IT staff

6.5.2 Sun Metro Responsibilities

1. Provide required system access and connectivity
2. Designate a Project Manager and technical point of contact
3. Participate in training and system reviews

6.6 Assumptions

1. Custom software development is excluded unless authorized in writing
2. Hardware and onboard equipment are excluded unless covered under a separate agreement
3. Third-party integrations may require additional scope and approval

7 Add-ons to be elected by Sun Metro

7.1 Training

7.1.1 Remote Training

1. Bucket of 24 remote training hours (discounted rate if purchased in advance)
2. Web-based training sessions
3. Training for new users and refresher training for existing staff

7.1.2 ONSITE TRAINING

1. Per onsite training trip as requested by Sun Metro.
2. Up to three (3) consecutive days
3. Training for dispatchers, supervisors, planners, and system administrators

7.1.3 HARDWARE

1. The Contractor shall provide Sun Metro with hardware support and upgrade status as hardware reaches end of life status.
2. Blue bird Scanners: Sun Metro requires the ability to order replacement or additional scanners as needed.
3. Sun Metro estimates the need for 20 scanners to be upgraded or replaced over the next 1 - 3 years.

7.1.4 USER LICENSES

Additional Users may be added to the system as needed at the pricing provided. Price is per user, per year.