

UTA GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #25-03927

VENDOR MANAGED INVENTORY SUPPLY CONTRACT

THIS VENDOR MANAGED INVENTORY SUPPLY CONTRACT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and THE AFTERMARKET PARTS COMPANY, LLC, (the "Contractor").

RECITALS

WHEREAS, on April 15, 2024, UTA received competitive proposals to provide vendor managed inventory services including, without limitation, providing inventory management, procurement, warehousing, receiving, stocking, order processing, supply, delivery, and warranty processing, and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in a Joint Procurement with San Diego Transit B0762.0-24 (the "RFP"); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Aftermarket parts Company Proposal dated April 15, 2024, proposal submitted by the Contractor in response to the RFP ("Contractor's Proposal") was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Scope of Work).

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a 3 year period expiring 3 years from the effective date. UTA may, at its sole election and in its sole discretion, extend the initial term for up to 2 additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

- a. UTA shall pay Contractor for Goods shipped to UTA in accordance with the unit prices identified in Exhibit "B". No price increases shall occur during the first year following the Effective Date. Thereafter, price increases shall be limited to one-year intervals With the first allowable price increase to occur no earlier than the one year anniversary of the effective date of the contract. Should UTA elect to accept a price increase, Contractor may increase unit price to UTA by an amount not to exceed the changes in Contractor's actual costs. Sixty (60) days prior to the effective date of price increase, Contractor shall submit all data necessary to demonstrate to UTA's satisfaction the actual changes in Contractor's cost of obligating or manufacturing each item since the date of Contractor's Proposal. UTA reserves the right to remove any part(s) from the contract if it is found to not be in the best interest of UTA.

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
 3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms

4. Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Contractor shall ship Goods to UTA within the later of the following: (i) twenty four (24) hours of receipt of a purchase order from UTA; (ii) the end of the succeeding business day.]
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to

ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

- i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied

by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

10. ENGINEERING AND SOURCING SUPPORT

Contractor(s) must provide maintenance engineering services to help achieve UTA's long term objectives regarding cost-effectiveness and reliability. Contractor shall review parts usage and provide technical recommendations and solutions to help reduce long-term costs, and/or improve the operational capability of the rolling stock and infrastructure.

Contractor must assist in analyzing repetitive part/equipment failures, providing alternatives for review to allow for streamlining of maintenance costs, assist in assessing the needs for parts and equipment replacement, establishing replacement programs and assist in the assessing and reporting of safety hazards associated with rolling stock and infrastructure material. Contractor must have the resources to assist the UTA maintenance and technical services team in sourcing alternatives to parts that are either difficult to obtain, no longer available or excessively priced. Any alternative part must be inspected and approved by UTA Technical Services/Engineering team prior to implementing any part substitution. Contractor(s) shall negotiate a process for the approval/disapproval of alternatives including the anticipated time period for such review and appropriate forms. UTA reserves the right to verify specifications and test results prior to approval of the specific alternate. UTA reserves the right to approve/disapprove based on the risk to UTA for using an alternate. The Contractor(s) will provide, on a quarterly basis, or approved time period, the specific items that are being considered for the approval/disapproval process.

11. UNIQUE PARTS RAMP DOWN

At the end of the contract term, UTA agrees to purchase inventory quantities either not to exceed 3 months of the average consumption volumes calculated from the past rolling 12 months average of monthly consumption or where UTA has formally instructed the Contractor in writing to increase stock levels of any unique items to the quantity requested.

The Contractor will carry out the responsibility to provide UTA with quarterly data detailing the usage of unique parts within the program. UTA shall review and where necessary, formally alert the Contractor to make any adjustments to the stocking requirements

12. LABELING AND SHIPPING

- a. Minimum part label and barcode requirements for all products
- b. Manufacturer product number

- c. UTA product number
- d. Product description
- e. Serial number (where applicable)
- f. PO number
- g. Date shipped
- h. Shelf-Life expiry date (where applicable)
- i. Contractor may not substitute products that have not been tested and approved by UTA Engineering Team.
- j. UTA may, at its option, require weather resistant labeling and packaging across certain products as agreed.

13. SHIPPING REQUIREMENTS

All shipments shall be FOB destination. All materials shall be packaged sufficiently to arrive undamaged at its destination. Material received in damaged condition will be rejected and returned to the Contractor at Contractor's cost. Materials packaged in crates, palletized material or heavy-duty boxes shall be indelibly labeled as directed by UTA. All shipments of products shall contain a packing list that will minimally state UTA specific purchase order and release number, supplier product number, UTA product identification number, quantity ordered, shipped, and backordered, as well as bar codes that express the same information. UTA will provide the specific bar code format required

14. PRICE ADJUSTMENTS

Unit price adjustments may be made annually from the start of each contract year and not again for 365 days. Price is subject to annual escalation based on the "LOWER" of Producer Price Index (PPI) for the preceding 12-months, up to a 3% cap. Contractor is responsible for notifying UTA each year of the PPI percentage change that will be applicable each contract year. Failure to do so may result in a forfeiture or shortening of annual PPI escalation.

The applicable Index shall be Producer Price Index for Transportation Equipment: Motor Vehicles Parts, Series No. WPU1412, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.

In the event there are any extra-ordinary price increases or decreases of the Contractor "base rate" over and above 8% for parts under contract with a third party or 12% for uncontracted parts, the Contractor may submit these changes along with all supporting documentation to UTA for review and acceptance.

Acceptable documentation may include but not limited to excerpts of contract with parts list and cost and/or quotes from third party suppliers.

Upon receipt of each request with acceptable supporting documentation, UTA will commit to the Contractor a maximum period of 30 days in responding to the proposed price change in which time it may accept, negotiate or remove the part/s from the contract. In the event UTA does not respond within the timeframe, the Contractor may at its discretion apply the proposed price.

Such requests that are outside the annual price escalation are limited to three requests throughout each contract year.

15. **MOST FAVORED CUSTOMER PRICING**

During the term of this agreement, Contractor shall at all times make sure that all prices charged to UTA for each part are the lowest offered by Contractor to UTA based on same parts and quantities.

16. **CUSTOMER SERVICE**

Contractor shall identify a point of contact for all customer service needs, including but not limited to; providing quotations, simple contracts, product returns and technical requests for customers; implementing/supporting customer-strategy within the customer team; and traveling/meeting with customers to execute tasks and gather information.

17. **KEY PERFORMANCE INDICATOR (KPI)**

Contractor shall be graded using various Key Performance Indicator (KPI) reports. UTA will analyze and run periodic reports of the Contractor’s performance against the KPIs identified below:

a) **MONTHLY REVIEW**

1) Purchase Order On-Time Delivery:

(a) Purchase Order (PO) On-Time Delivery performance measures the actual delivery time for all POs against the delivery due date, which is seven (7) days from the order date. This allows twenty-four (24) hours to ship part(s) and five (5) days shipping. This report is designed to demonstrate the Contractor’s planning preparedness as reflected in the delivery successful percentage across each contracted part. This will apply to orders that are equal to or less than 125% of a rolling 12-month average monthly consumption for any given month. The Contractor’s performance will not be measured against orders that exceed 125% of the average monthly consumption. In the event that the calculated number is not a whole number, then the calculation should always round the number up to the next whole number.

Monitor:	<ul style="list-style-type: none">• Rolling 12-month Consumption/12-month• Vendor should support 125% of above QTY within 5 business days from PO issued date
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2) Recovery Purchase Order on Time Delivery: (b) Recovery Purchase Order On-Time Delivery measures the actual delivery time for all Pos that failed the Purchase Order On-Time Delivery against a five (5) business day recovery period. This report is designed to demonstrate the Contractor’s planning and recovery preparedness as reflected in the successful recovery delivery percentage across each contracted part.

	<u>If Vendor fails “On-Time Delivery “</u>
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Montor:	<ul style="list-style-type: none"> Rolling 12-month Consumption/12-month Vendor should support 125% of above QTY within 10 business days from PO issued date
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3) Total items transacted

Montor:	<ul style="list-style-type: none"> Total # of materials that POs were issued in previous Month
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4) Top ten items transacted

Montor:	<ul style="list-style-type: none"> Previous Month's issued PO Extended Value, top 10 material
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5) Products Spend

Montor:	<ul style="list-style-type: none"> Previous Month's issued PO Extended Value
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6) Average days to ship

Montor:	<ul style="list-style-type: none"> GR date - PO issued date
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7) RMA's

Montor:	<ul style="list-style-type: none"> When warehouse informs Supply Chain (Vendor shipped wrong product, QTY shortage etc.)
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18. **QUARTERLY REVIEW**

- a. Over/Under performing products (to be measured quarterly and year-to-date on products that exceeds 25%).

Montor:	<ul style="list-style-type: none"> We measure only No consumption items for last 15 months
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- b. Products added and removed to capture part numbers and value.

Montor:	<ul style="list-style-type: none"> We used "Non-contract items" list
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19. **DELIVERY LOCATION**

Utah Transit Authority
3600 South 700 West
Salt Lake City, Utah 84119

20. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

21. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

22. INSURANCE REQUIREMENTS

Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their

policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

23. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

24. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

25. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

26. **USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

27. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment,

UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

28. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

29. **SUSPENSION OF THE WORK**

UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

- a. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- b. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

30. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT**: If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall

- be liable for all incremental costs so incurred by UTA;
 - 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 - 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

31. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 - 1. In the Scope of Services;
 - 2. In the method or manner of performance of the Work; or
 - 3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.
- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Consultant’s failure to provide timely written notice as provided above shall constitute a waiver of Consultant’s rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

32. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor’s compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

33. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA’s written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 1. Information already in the public domain.

2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
3. Information developed by or in the custody of Contractor before entering into this Contract.
4. Information developed by Contractor through its work with other clients; and
5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

34. PUBLIC INFORMATION.

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

35. PROJECT MANAGER

UTA's Project Manager for the Contract is Todd Mills, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3015.

36. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Jolene Higgins, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-1925.

37. CONFLICT OF INTEREST

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

38. NOTICES OR DEMANDS

- a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

ATTN: Grants & Contracts Administrator
669 West 200 South
Salt Lake City, UT 84101

If to Contractor:

ATTN: Kerri Moloney
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4

- b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to

which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

39. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager, Jolene Higgins/Contractor's Project Manager Michael Kolcun	Five calendar days
UTA's Procurement Manager, Troy Hamilton/Contractor's Customer Service Manager, Tiffany Stanley	Five calendar days
UTA's Director of Supply Chain, Todd Mills/Contractor's VP Customer Service, Kerri Moloney	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved. If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

30. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

31. COSTS AND ATTORNEY FEES.

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

32. SEVERABILITY

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

33. AMENDMENTS

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

34. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

35. NO THIRD-PARTY BENEFICIARIES

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

36. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

37. COUNTERPARTS

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

38. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

39. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

40. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

41. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By _____

Jay Fox

Executive Director

By _____

Viola Miller

Chief Financial Officer

THE AFTERMARKET PARTS COMPANY, LLC:

Signed by: 3/13/2025
By John Proven
AB4BF992CC5F488...
John Proven

President

Signed by: 3/13/2025
By Kerri Moloney
02362D03BE2748D...
Kerri Moloney

Vice President

Approved as to Form and Content

DocuSigned by: 3/13/2025
By Mike Bell
70E33A415BA44F6...
Mike Bell

UTA Legal Counsel

Exhibit A
Scope of Work

General:

Objective:

To provide a Vendor Managed Inventory (VMI) solution to optimize inventory management, reduce costs, and ensure a steady supply of critical parts needed to support operations. (See Exhibit B for parts list).

Scope of Services:

1. **Inventory Management and Planning:**
 - Vendor will manage the procurement, replenishment, and stock levels of pre-approved inventory items based on historical usage data provided by UTA.
2. **Supply Chain Coordination:**
 - Expedited shipment of products to UTA (generally 24 hours) to ensure timely delivery of inventory and avoid stockouts.
 - Collaborate with UTA to align inventory levels with operational requirements.
3. **Reporting and Analytics:**
 - Provide quarterly metrics of Key Performance Indicators.
 - Offer data-driven insights for continuous improvement of inventory management practices.
4. **Quality Assurance:**
 - Ensure all inventory items meet specified quality standards and comply with applicable regulations.
5. **Cost Management:**
 - Propose competitive pricing for inventory items and outline cost-saving strategies.
 - Provide transparent invoicing and cost breakdowns for proposed price increases

Exhibit B
Parts Price List

	Part Number	Part Description	Year 1 Pricing	Year 2 pricing	Year 3 Price	Year 4 Price	Year 5 Price
1	01-63585-001	GASKET, EXHAUST COUPLING	\$17.14	\$18.43	\$19.61	\$20.69	\$21.62
2	01-63586-000	CLAMP, MUFFLER BOTTOM-INL	\$37.76	\$40.39	\$42.74	\$44.76	\$46.63
3	051038A	AIR CYLINDER COMPLETE	\$402.00	\$428.48	\$453.50	\$476.81	\$497.74
4	07-38005N000	SLACK ADJUSTER, LH FRONT	\$78.45	\$85.67	\$92.29	\$98.03	\$102.67
5	07-38006N000	SLACK ADJUSTER, RH FRONT	\$80.26	\$87.64	\$94.41	\$100.29	\$105.03
6	08-37209-000N	SPRING AIR FRONT	\$132.63	\$140.59	\$147.62	\$154.26	\$160.43
7	08-70861-000	SPRING, AIR -FRONT DISC B	\$125.65	\$127.20	\$131.02	\$134.94	\$139.00
8	08-73702-001	SHOCK ABSORBER, FRONT	\$158.22	\$168.32	\$177.18	\$185.53	\$193.26
9	100279	KIT, DECAL - BIKE RACK	\$75.55	\$80.52	\$85.22	\$89.61	\$93.53
10	100588	ARM / HOOK, S/S BIKE RACK	\$164.99	\$175.85	\$186.12	\$195.69	\$204.28
11	1115595	SWITCH, SOLENOID	\$100.56	\$107.59	\$114.05	\$119.75	\$124.54
12	12010996	MALE TERMINAL	\$0.56	\$0.59	\$0.62	\$0.65	\$0.68
13	12124582	MALE PIN	\$0.15	\$0.15	\$0.16	\$0.17	\$0.18
14	13-41633-005	REGULATOR, VOLTAGE	\$463.84	\$498.54	\$530.86	\$559.98	\$585.11
15	13-41633-008	VOLTAGE REGULATOR	\$667.34	\$717.27	\$763.77	\$805.66	\$841.82
16	13-65224-000	MODULE, ISL LOW COOLANT L	\$29.38	\$31.57	\$33.62	\$35.46	\$37.06
17	16161268	REGULATOR, FUEL (PROHEAT	\$133.68	\$141.09	\$148.20	\$154.92	\$161.18
18	1988097	LEVER	\$10.20	\$10.92	\$11.58	\$12.16	\$12.64
19	1989497	BUSHING KIT	\$22.14	\$23.69	\$25.12	\$26.37	\$27.43
20	21-76489-004	PUMP, COOLANT, EMP WP29	\$541.54	\$571.32	\$599.88	\$626.87	\$651.95
21	2210L6538	CAMSHAFT, LH REAR	\$82.81	\$86.11	\$89.56	\$93.14	\$96.87
22	2258P1472	SPRING, BRAKE - REAR	\$8.19	\$8.52	\$8.86	\$9.21	\$9.58
23	2259326	STRAP, BRAKE HOLD-DOWN	\$18.91	\$19.66	\$20.46	\$21.27	\$22.12
24	22-68534-000	PULLEY, IDLER A/C	\$30.83	\$32.99	\$34.91	\$36.56	\$38.09
25	24017	OIL SEAL	\$13.56	\$14.21	\$14.84	\$15.48	\$16.10
26	2421	COLLET, DRIVERS MIRROR	\$42.91	\$45.38	\$47.75	\$50.02	\$52.15
27	284358	GOVERNOR, D-2 HIGH TEMP	\$93.45	\$98.59	\$103.52	\$108.18	\$112.51
28	2888173	DOSER VALVE, AFT INJ	\$616.72	\$662.85	\$705.83	\$744.54	\$777.96
29	2897539	TEMPERATURE SENSOR	\$197.37	\$212.14	\$225.90	\$238.29	\$248.98
30	29558328	FILTER KIT, TRANS	\$97.92	\$104.77	\$111.05	\$116.61	\$121.27
31	30010174	SLACK ADJUSTER, LH REAR	\$106.77	\$116.61	\$125.60	\$133.42	\$139.73
32	30010175	SLACK ADJUSTER, RH REAR	\$106.77	\$116.61	\$125.60	\$133.42	\$139.73
33	303734	AIR SPRING, BELLOWS	\$111.04	\$118.82	\$125.95	\$132.25	\$137.54
34	30568207	PUSH PIN, BLACK PLASTIC	\$0.71	\$0.74	\$0.78	\$0.81	\$0.84
35	30592707	SWITCH, PNEUMATIC LUMBAR	\$12.46	\$13.07	\$13.67	\$14.27	\$14.87

36	3075658	SEAL, ORING CYLINDER HEAD	\$8.94	\$9.61	\$10.23	\$10.79	\$11.27
37	30799507	SWITCH, PNEUMATIC UP/DOWN	\$82.35	\$86.39	\$90.40	\$94.38	\$98.29
38	30866507	COVER, DRIVER SEAT BACK -	\$191.70	\$201.09	\$210.43	\$219.68	\$228.79
39	32831	GAS, SPRING 30 LB	\$28.27	\$32.10	\$35.58	\$38.45	\$40.51
40	335909	SPACER, WHEEL SEPARATOR	\$11.56	\$12.27	\$12.95	\$13.57	\$14.12
41	35103	HANGER, TAIL PIPE	\$3.57	\$3.82	\$4.05	\$4.25	\$4.42
42	360035	KNOB, SIDE BOLSTER ADJUST	\$10.50	\$11.01	\$11.52	\$12.03	\$12.53
43	370035	CYLINDER ASSY	\$12.85	\$13.49	\$14.13	\$14.74	\$15.35
44	382353	BELT, A/C COMPRESSOR	\$68.60	\$73.40	\$77.80	\$81.69	\$84.95
45	3926722	ORING, FUEL PUMP MOUNT	\$2.39	\$2.57	\$2.74	\$2.88	\$3.01
46	3976835	BELT TENSIONER, ALTERNATO	\$50.64	\$54.93	\$58.78	\$62.02	\$64.49
47	413	CLAMP, CONSTANT TORQUE	\$6.95	\$7.44	\$7.88	\$8.28	\$8.60
48	415213	COIL, COMPRESSOR AC	\$100.56	\$105.87	\$112.05	\$117.81	\$122.98
49	45210126	BUSHING, SLACK ADJUSTER	\$0.94	\$1.03	\$1.11	\$1.18	\$1.24
50	48690	OIL SEAL, REAR INNER	\$20.07	\$21.92	\$23.60	\$25.07	\$26.26
51	4934278	SEAL, ISB / ISM TURBO TUB	\$3.85	\$4.13	\$4.41	\$4.64	\$4.86
52	4991240	PULLEY, IDLER	\$197.47	\$210.61	\$224.27	\$236.57	\$247.19
53	4L4269	BRAKE SHOE ASSY, REAR	\$35.02	\$36.41	\$37.87	\$39.38	\$40.96
54	5013672	FILTER, PURA GUARD	\$125.85	\$132.77	\$139.41	\$145.68	\$151.51
55	506200022	ENGINE BELT, 6.8L FORD	\$21.13	\$22.61	\$23.97	\$25.16	\$26.17
56	509909K	BURNER HEAD, PROHEAT GEN	\$3,085.54	\$3,256.47	\$3,420.58	\$3,575.86	\$3,720.34
57	51-75490-001	FOZMULA COOLANT SENSOR	\$69.83	\$74.02	\$77.72	\$81.22	\$84.47
58	53-02231-014	SPRING ASSY, GAS	\$10.91	\$11.51	\$12.09	\$12.63	\$13.13
59	53-10024-000	CAP, SURGE TANK FILL	\$22.19	\$24.09	\$25.76	\$27.18	\$28.27
60	53-20347-007	SPRING ASSY, GAS	\$9.97	\$10.52	\$11.05	\$11.54	\$12.00
61	53-20347-008	SPRING ASSY, GAS	\$8.84	\$9.35	\$9.84	\$10.31	\$10.75
62	53-20873-000	VALVE, SHUT-OFF 1/4"	\$21.38	\$22.56	\$23.68	\$24.74	\$25.74
63	53-21338-001	MOUNT, FRONT ENGINE	\$75.09	\$79.41	\$83.57	\$87.53	\$91.24
64	53-26075-001	CLAMP, CONSTANT TENSION T	\$6.20	\$6.51	\$6.81	\$7.11	\$7.40
65	53-47678N000	WIPER BLADE, 800MM	\$7.09	\$7.44	\$7.79	\$8.13	\$8.47
66	54-13118-109	ADAPTER, 3/8" QUICK FITTI	\$2.92	\$3.13	\$3.32	\$3.48	\$3.62
67	5473296	KIT, ISL EGR VALVE REBUIL	\$1,132.35	\$1,209.75	\$1,281.81	\$1,346.69	\$1,402.63
68	56-09125-004	HOSE, HUMP, 2.50"X 6"	\$19.38	\$20.58	\$21.71	\$22.75	\$23.66
69	619913	VALVE KIT, REGENERATION	\$9.79	\$10.69	\$11.52	\$12.23	\$12.82
70	6329711	WASHER ANCHOR PIN	\$0.29	\$0.30	\$0.32	\$0.33	\$0.34
71	6337307	BALL, BEARING 1/2'	\$1.16	\$1.23	\$1.29	\$1.34	\$1.40
72	73240	SEAL, CENTRIFUGE BOWL VIT	\$19.55	\$20.93	\$22.21	\$23.34	\$24.28
73	82-09261-001	BALL, EXIT DOOR PIVOT STU	\$16.04	\$16.84	\$17.62	\$18.39	\$19.15
74	82-09261-002	CLIP, EXIT DR PIVOT STUD	\$3.65	\$3.83	\$4.01	\$4.19	\$4.35
75	82-21418-002	BEARING, ADE	\$39.72	\$42.69	\$45.46	\$47.95	\$50.10
76	82-27557-000	SEATBELT ASSY,RH W/ WRN S	\$230.62	\$241.91	\$253.15	\$264.29	\$275.26
77	82-28155-000	MOTOR, SERVO - SMALL	\$55.09	\$58.26	\$61.31	\$64.22	\$66.94

78	82-28383-134	ARM REST ASSY, RH	\$393.54	\$412.81	\$431.99	\$450.99	\$469.70
79	82-31245-002	PLUG, LUBE - MAGNETIC	\$8.99	\$9.82	\$10.58	\$11.23	\$11.76
80	82-32833-004	STUD, REAR WHEEL INNER	\$7.35	\$7.64	\$7.94	\$8.26	\$8.59
81	82-39383-000	FILTER, AIR - M SERIES PR	\$47.86	\$50.52	\$53.06	\$55.47	\$57.71
82	82-43756-005	MIRROR, UPPER -STREETSIDE	\$34.64	\$36.64	\$38.55	\$40.38	\$42.10
83	82-52105-000	PLATE, MIRROR MOTOR - SMA	\$2.09	\$2.21	\$2.33	\$2.43	\$2.53
84	82-52235-003	GUIDE ASSY, LOWER PIVOT -	\$160.53	\$168.39	\$176.22	\$183.97	\$191.59
85	82-52882-000	MUFFLER	\$16.35	\$17.49	\$18.53	\$19.47	\$20.24
86	82-54676-000	SHOE, REAR BRAKE	\$84.62	\$88.00	\$91.52	\$95.18	\$98.99
87	825730	FILTER, PROHEAT AIR -MCI	\$41.49	\$43.79	\$46.00	\$48.09	\$50.03
88	82-58304-018	SMALL PARTS KIT	\$169.13	\$181.77	\$193.56	\$204.17	\$213.34
89	82-65996-016	REGULATOR, PRESSURE	\$1,248.35	\$1,340.17	\$1,425.72	\$1,500.76	\$1,563.30
90	82-70879-000	DUST COVER, RECEPTACLE FI	\$18.85	\$19.94	\$20.98	\$21.97	\$22.90
91	82-75964-000	VALVE ASSY, 12 VDC	\$69.31	\$73.60	\$77.65	\$81.37	\$84.63
92	82-80675-000	O-RING	\$3.51	\$3.78	\$4.01	\$4.24	\$4.43
93	83-01150-000	ALARM, SEAT CUSHION, w/PI	\$243.98	\$255.94	\$267.81	\$279.59	\$291.20
94	A2-610	PC BOARD	\$46.47	\$49.94	\$53.18	\$56.09	\$58.61
95	CT9410B	CLAMP,CONSTANT TORQUE 9/1	\$3.48	\$3.73	\$3.95	\$4.15	\$4.32
96	CT9416B	CLAMP, CONSTANT TORQUE 13	\$3.53	\$3.78	\$4.00	\$4.21	\$4.38
97	CT9420B	CLAMP, CONSTANTTORQ .8125	\$3.73	\$4.01	\$4.27	\$4.51	\$4.71
98	CV52001	FILTER, CRANKCASE ELEMENT	\$81.09	\$87.15	\$92.80	\$97.89	\$102.29
99	150792000	CLIP, SPRING	\$1.08	\$1.15	\$1.22	\$1.28	\$1.34
100	30872407	KIT, THIGH EXTENSON MECHA	\$20.78	\$21.80	\$22.81	\$23.81	\$24.80
101	30874007	KIT, ERGO AM80 TRACK ASSY	\$150.94	\$158.33	\$165.69	\$172.98	\$180.15
102	30877007	TRIM PANEL, SEAT BACK - L	\$41.25	\$43.29	\$45.30	\$47.29	\$49.25
103	3341133	WIPER BLADE, 28"	\$4.99	\$5.28	\$5.56	\$5.83	\$6.08
104	553451	STUD, A/C	\$15.22	\$16.22	\$17.17	\$18.04	\$18.83
105	6009999	HUBODOMETER	\$71.84	\$75.78	\$79.57	\$83.15	\$86.48
106	6329674	SEAL, WHEEL OIL (FRONT)	\$17.78	\$19.29	\$20.64	\$21.77	\$22.64
107	6330167	KIT, BRAKE HARDWARE	\$55.93	\$77.35	\$80.45	\$83.67	\$87.02
108	6801034	HOLDER, BEVERAGE	\$17.23	\$18.36	\$19.44	\$20.44	\$21.33
109	73642	KIT, SERVICE - SPINNER II	\$104.49	\$111.80	\$118.51	\$124.44	\$129.41
110	82-03283-000	PIN, RETURN SPRING	\$0.69	\$0.72	\$0.75	\$0.78	\$0.80
111	82-15549	SENSOR, ABS	\$45.52	\$48.71	\$51.64	\$54.22	\$56.39
112	82-16155-000	PIN-LATCH	\$53.01	\$56.50	\$59.81	\$62.88	\$65.64
113	82-19512-002	END ASSY, RH TIE ROD	\$54.56	\$56.74	\$59.01	\$61.37	\$63.82
114	82-20910-000	U-JOINT, STEERING SHAFT	\$21.55	\$23.16	\$24.66	\$26.01	\$27.18
115	82-20974-000	HANDWHEEL, RECLINER	\$12.18	\$12.78	\$13.37	\$13.96	\$14.54
116	82-28006-000	KNOB, RAKE ADJ KIT - BUS	\$26.46	\$27.76	\$29.06	\$30.33	\$31.58
117	82-28520-002	MIRROR, LOWER - CONVEX	\$39.06	\$41.31	\$43.46	\$45.52	\$47.46
118	82-37078-000	VALVE, WATER	\$617.34	\$658.00	\$696.42	\$732.22	\$764.37
119	82-37399-000	O-RING, A/C COMPRESSOR	\$5.33	\$5.68	\$6.01	\$6.32	\$6.60

120	82-38659-001	MOTOR ASSY, DUAL - MIRROR	\$118.72	\$125.54	\$132.12	\$138.38	\$144.26
121	82-39796-001	MIRROR, UPPER -CURBSIDE	\$33.89	\$35.84	\$37.71	\$39.50	\$41.18
122	82-42443-000	SEAL, INNER OIL/GREASE (R	\$80.09	\$83.30	\$86.62	\$90.09	\$93.70
123	82-42444-000	ROTOR, BRAKE FRONT & REAR	\$197.84	\$205.75	\$213.98	\$222.54	\$231.44
124	82-46626-000	BOLT M16X2.00X65	\$4.26	\$4.42	\$4.60	\$4.79	\$4.97
125	82-48735-000	ROD LATCH ASSY	\$22.91	\$24.41	\$25.84	\$27.17	\$28.36
126	82-52234-003	GUIDE ASSY, LOWER PIVOT -	\$160.53	\$168.39	\$176.22	\$183.97	\$191.59
127	82-52413-000	STUD, FRONT WHEEL INNER	\$7.46	\$7.76	\$8.08	\$8.40	\$8.73
128	82-57865-000	DRUM, BRAKE - FRONT	\$248.44	\$260.36	\$272.08	\$283.78	\$295.13
129	82-58303-000	HEAD ASSY, MIRROR -STREET	\$449.87	\$474.61	\$498.35	\$520.77	\$541.59
130	82-58305-002	HOUSING, VALVE - COMPLETE	\$566.17	\$593.44	\$620.28	\$647.05	\$673.09
131	82-59990-000	BRAKE PAD, FRONT & REAR	\$263.82	\$274.37	\$285.34	\$296.76	\$308.62
132	82-74712-003	TORQUE ROD, LOWER	\$186.00	\$202.13	\$217.99	\$231.83	\$243.09
133	82-88051-001	SWITCH, PRESSURE WAVE	\$237.39	\$249.02	\$260.59	\$272.06	\$283.34
134	850443	GASKET, FILLER CAP	\$0.49	\$0.57	\$0.65	\$0.73	\$0.80
135	908045701	SENSOR, TEMP - UREA / DEF	\$605.90	\$688.03	\$762.47	\$824.14	\$868.26
136	A0102512AB	CAP ASSY, HUB (OIL)	\$25.59	\$26.83	\$28.04	\$29.25	\$30.43
137	A3262A1353	CAP ASSY, HUB (OIL) - FRO	\$55.03	\$57.23	\$59.52	\$61.90	\$64.37
138	C0202504EC	WASHER, SPIDER GEAR	\$1.92	\$2.00	\$2.08	\$2.16	\$2.25
139	C0202504ED	SPIDER GEAR	\$32.26	\$33.54	\$34.89	\$36.28	\$37.73
140	H9	LAMP, HEAD	\$13.32	\$14.20	\$15.03	\$15.80	\$16.50
141	Q86340	LAP / SHOULDER BELT EXT A	\$33.83	\$36.95	\$39.79	\$42.27	\$44.27
142	R90T	FILTER ELEMENT, FUEL	\$30.09	\$32.20	\$34.13	\$35.83	\$37.27
143	T0215	BUSHING, S-CAM (STANDARD	\$5.16	\$5.37	\$5.58	\$5.80	\$6.03
144	T224P	SEPARATOR, OIL - HD2000	\$108.40	\$115.32	\$121.39	\$127.11	\$132.41

The anticipated Not to Exceed Amount is \$5,300,000.00 (based on yearly usage).