



GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-038464BCM

Rideshare/Vanpool Maintenance Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT

("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 Florence Enterprises dba Jed's Tire Pros and Jed's Treads, a S-Corporation located at 235 N. Main, Layton, UT 84041 (the "Contractor").

RECITALS

WHEREAS, on May 03, 2024, UTA received competitive proposals to provide Vehicle Preventative Maintenance Service on approximately 525 Rideshare/Vanpool Vehicles for various counties throughout Utah. 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 24-03846BCM (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 Response and Proposal to RFP 24-03846BCM dated May 03, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be 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 (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

Contractor is one of several awardees within a contractor pool. Each member of the pool receiving a contract shall have a fair opportunity to provide these Goods and/or Services to UTA for consideration.

If a Contractor is selected, it shall receive the fixed price rate as described in Exhibit B.

2. **TERM** This Contract will commence upon the last signature date page (pg#19) and will continue for a period of five (5) years expiring approximately August 5, 2029. 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**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

Allocation of Total Not-To-Exceed Amount: The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall Not-To-Exceed (NTE) \$1,895,713.00. This Contract will be based on the Fixed Price Rates as described in Exhibit B. The Total Not-To-Exceed Amount shall be allocated among the contractors in the contractor pool based on the actual services rendered. Each contractor's billing rates will be applied as applicable.

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. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- 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.
- d. 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 one (1) year 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. **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.

11. 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 Indemnitee, 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.

12. 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
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Employers' Liability

Each Accident	\$100,000
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Disease – Each Employee	\$100,000
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Disease – Policy Limit	\$500,000
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- 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.

13. **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.

14. **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.

15. **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).

16. **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.

17. **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.

18. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. 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.

20. **SUSPENSION OF WORK**

- a. 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.
- b. 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.

- c. 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.
- d. 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.

21. **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.

b. **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.

22. 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.

23. 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.

24. 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.

25. **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.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Michael Goldman, 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) 287-2065.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, 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) 287-3009.

28. **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.

29. **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:
Utah Transit Authority

ATTN: Brent Miller
669 West 200 South
Salt Lake City, UT 84101
brmiller@rideuta.com

If to Contractor:
Florence Enterprises dba Jed’s Tire Pros and
Jed’s Treads
Attn: Jed Florence
235 N. Main Street
Layton, Utah 84041
jedstreads@gmail.com

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.

30. **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/Contractor’s Project Manager	Five calendar days
UTA’s Brent Miller/Contractor’s Gary	Five calendar days

UTA's Ryan Taylor/Contractor's Jed Florence

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.

31. **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.

32. **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.

33. **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.

34. **AMENDMENTS**

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

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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 _____

By _____

DocuSigned by:
By Mike Bell 6/4/2024
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

DocuSigned by:
By Jed Florence 6/4/2024
6E3392027C55442...

Name Jed Florence
Title owner

By _____
Name _____
Title _____

EXHIBIT A SCOPE OF WORK

Contractor(s) to provide maintenance both scheduled and emergency to our Rideshare/Vanpool fleet. Most of UTA's fleet has fewer than 125,000 miles and the majority of the work is preventative Maintenance including, Oil changes, tires, inspections and emissions testing, brakes, shocks, AC work, alignments and PM inspections.

UTA requires preventative maintenance services on approximately 525 Rideshare/Vanpool Vehicles.

UTA reserves the right to adjust vehicle makes, models, and volumes as UTA's requirements increase or decrease during the term of the contract period. UTA shall provide Contractors with UTAH TRANSIT AUTHORITY RIDESHARE/VANPOOL PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST for vehicles requiring service under this RFP.

Contractor(s) will provide Preventative Maintenance Services in accordance with the Service Intervals and Services as defined for each vehicle Make and Model as shown in the below UTA Maintenance Inspection Checklists.

UTA currently has approximately 525 rideshare/vanpool vehicles.

30 Loaner vans

65 release vehicles

430 Active Vans

The Fleet currently consists of the following vehicle Makes and Models:

~ 179 Chevrolet 3500 and 2500 passenger vans

~ 9 Ford E-350 Economize vans

~ 1 Ford Transit passenger vans

~336 Toyota Sienna vans

Contractor(s) Responsibilities

Overall responsibilities of the successful firm will include the following:

- (a) Fast and efficient work on Rideshare/Vanpool vehicles.
- (b) Collaborate effectively with designated UTA personnel.
- (c) Provide sufficient staffing to ensure timely service of repairs or maintenance.
- (d) Grade A Customer Service ensuring courteous service to both UTA personnel and fleet users.
- (e) Uphold UTA's safety standards and all OSHA requirements.
- (f) Must have a warranty program. Please include in your technical proposal.
- (g) Contractor(s) will be responsible for maintaining complete vehicle maintenance records, including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
- (h) Parts used must be OEM or equivalent.
- (i) Schedule and shuttle vans to warranty dealers for service as needed.

- (j) UTA may provide 1 to 5 loaner vehicles to the contractor(s) to use by the vanpool operators. when a vehicle is dropped off for major service. Contractor(s) will maintain a safe parking. location and will be responsible for the keys to the loaners and ensure that only UTA authorized operator uses the equipment. A loaner Van shall only be released after authorization from UTA personnel. All loaners are to be returned to contractor’s care in a clean condition with a full tank of fuel. Contractor(s) will be expected to monitor the condition of loaners and report to UTA any issues.
- (k) Contractor(s) must obtain authorization from UTA personnel before proceeding with any repair.
- (l) Provide diagnostic supporting evidence, state inspection and emission paperwork, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repairs.
- (m) Perform and complete services compliant to UTA Maintenance inspection checklists. Same day as completion of repairs. (See Samples below for Checklist)
- (n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up with the vehicle’s operator.
- (o) Have an invoice system capable of including the UTA vehicle number, the contract number, and contracted price.
- (p) Always returning vehicle in same or better condition of cleanliness than when received. Taking steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.

Service Area Locations:

Areas of service needed
<p>Salt Lake County: Salt Lake City South Salt Lake City West Valley Riverton Sandy Draper West Jordan</p>
<p>Weber County: Ogden Layton Clearfield Roy Brigham City Logan Tremonton</p>
<p>South Utah County: Spanish Fork Payson</p>
<p>Toole County:</p>

Toole Grantsville
North Utah County: Lehi American Fork Orem Provo
Special Service Areas: Cedar City Park City

UTA Maintenance Inspection Checklists:

UTAH TRANSIT AUTHORITY RIDESHARE/VAN-POOL CHEVROLET PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled: "√" = Okay - Item checked is ready for service; "X" = Adjust - Item checked has been replaced and is ready for service; "0" = Repairs needed - Any items requiring repair.

"E" Service Inspection
(5,000 Miles or Six-Months Whichever comes first)

- ___ 01. Change Engine Oil & Replace Oil Filter (**OEM or equivalent**)
- ___ 02. Fill & Check Engine Oil Fluid
- ___ 03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
- ___ 04. **Rotate & Inspect Tires for Wear**
- ___ 05. Check ALL Lug Nuts (Torque to OEM specification)
- ___ 06. **Check and Record Tire Pressure (Including Spare)**
- ___ 07. Check & "top Off" Listed Fluids using OEM Recommended fluids
- ___ 08. Brake Fluid: (**If low, contact UTA**)
- ___ 09. Coolant Level
- ___ 10. Coolant Protection Level: _____ °F
- ___ 11. Automatic Transmission Fluid
- ___ 12. Power Steering Fluid
- ___ 13. Windshield Washer Fluid
- ___ 14. Differential Fluid Level: "SAE 75W-90 "Synthetic"
- ___ 15. Safety Equipment Checks: Horn & Seat Belts
- ___ 16. Check Instruments & Dash Lights for Operation
- ___ 17. Check Heating & A/C Operations, Switches & Temperature Controls
- ___ 18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
- ___ 19. Check Wiper Operation & Blade Condition
- ___ 20. Check Washer terminas & Spray Patterns
- ___ 21. Check Battery terminas & Charging Voltage, Voltage Reading: _____
- ___ 22. Inspect Engine Air Filter Element (Replace as necessary)
- ___ 23. Inspect Serpentine / Accessory Belts
- ___ 24. Inspect Engine/Transmission & Differential for leaks
- ___ 25. Inspect All Coolant Hoses for Leaks and Wear
- ___ 26. Parking Brake Operation
- ___ 27. **Check and record Lining/Pad Wear**
- ___ 28. Caliper Condition
- ___ 29. Rotor Condition
- ___ 30. Brake Hoses & Lines for Leaks
- ___ 31. Inspect Driveline & U-Joints for Wear
- ___ 32. Check Exhaust System for Leaks or Broken Hangers
- ___ 33. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
- ___ 34. Inspect Fuel System for Leaks
- ___ 35. Lubricate all door locks (WD-40 spray)

75,000 Mile "D" Service Inspection
(Also Includes "E" Service)

- ___ 36. Replace Serpentine Belt / Accessory Belts (as required)
- ___ 37. Inspect Evaporative control system
- ___ 38. Change Transmission Fluid & Filter

100,000 Mile "C" Service Inspection
(Also Includes "E" service)

- ___ 39. Tune up/Replace Spark Plugs
- ___ 40. Change Rear Differential Fluid Using "SAE 75W-90 Synthetic Oil"
- ___ 41. Inspect Evaporative control system
- ___ 42. Flush cooling system (Replace with OEM recommended fluid)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

<u>Tire Pressure</u>		<u>Tread depth</u>	
LF	RF	LF	RF
LR	RR	LR	RR

Brake pad measurement

LF	RF	LR	RR
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Important!!!
Is there a current registration and insurance card in the van YES NO
If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/9/17

UTAH TRANSIT AUTHORITY			
RIDESHARE/VANPOOL FORD PREVENTATIVE MAINTENANCE INSPECTION LIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF THE VIN:	
CONTRACTOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed. Using As Labeled: \checkmark = Okay – Item checked is ready for service; **X** = Adjust – Item checked has been replaced and is ready for service. **0** = Repairs needed – Any items requiring repair

“E” Service Inspection
(5,000 Miles or Six-Months whichever comes first)

- ___01. Change Engine Oil & Replace Oil Filter (**OEM or equivalent**)
- ___02. Fill & Check Engine Oil Fluid
- ___03. Lubricate ALL Chassis & Steering Linkages (Ball Joints, Steering Linkage Equipped with zerk fittings)
- ___04. **Rotate & Inspect Tires for Wear**
- ___05. Check ALL Lug Nuts (Torque to OEM specifications.)
- ___06. **Check and record tire Pressure (Including Spare)**
- ___07. Check & top Off Listed Fluids & Levels using OEM recommended fluids
- ___08. Brake Fluid: (*If low, notify UTA*)
- ___09. Coolant Level
- ___10. Coolant Protection Level: _____ °F
- ___11. Automatic Transmission Fluid
- ___12. Power Steering Fluid
- ___13. Windshield Washer Fluid
- ___14. Differential Fluid Level: SAE 75W-140 Synthetic
- ___15. Check Heating & A/C Operations, Switches & Temperature Controls
- ___16. Check Instruments & Dash Lights for Operation
- ___17. Safety Equipment Checks: Horn & Seat Belts
- ___18. Check: Exterior Lights, Turn Signal & 4 Way Hazards Warning Lights
- ___19. Check Wiper Operation & Blade Condition
- ___20. Check Washer Operation & Spray Patterns
- ___21. Check Battery terminals & Charging Voltage, Voltage Reading _____
- ___22. Inspect Engine Air Filter Element (Replace as necessary)
- ___23. Inspect Serpentine / Accessory Belts
- ___24. Inspect Engine/Transmission & Differential for leaks
- ___25. Inspect Fuel System for Leaks
- ___26. Inspect All Coolant Hoses for Leaks and Wear
- ___27. Parking Brake Operation
- ___28. **Check and record Brake Lining/Pad Wear**
- ___29. Caliper Condition
- ___30. Rotor Condition
- ___31. Brake Hoses & Lines for cracks or Leaks
- ___32. Inspect Driveline & U-Joints for Wear
- ___33. Check Exhaust System for Leaks or Broken Hangers
- ___34. Inspect Suspension, Steering, Torsion Bars, Shocks for Wear
- ___35. Lubricate door locks (WD-40 Spray)

30,000 MILE “D” Service Inspection
(Also Includes “E” Service)

- ___39. Replace fuel filter (if applicable)

60,000 MILE “C” Service Inspection
(Also Includes “D” and “E” services)

- ___40. Change transmission fluid and filter
- ___41. Replace Serpentine Belt / Accessory Belts (as required)

90,000 MILE “B” Service Inspection
(Also Includes “D” and “E” Services)

- ___42. Replace Spark Plugs
- ___43. Change Rear Differential Fluid Using SAE 75W-140 Synthetic
- ___44. Replace coolant (as per OEM specs)

Please record Tire Pressure, Tread depth and brake pad measurement at every maintenance service.

<u>Tire Pressure</u>	<u>Tread depth</u>
LF _____ RF _____	LF _____ RF _____
LR _____ RR _____	LR _____ RR _____

Brake pad measurement

LF _____ RF _____ LR _____ RR _____

Important!!!

Is there a current **registration and insurance card** in the van YES NO

If “NO” please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

UTAH TRANSIT AUTHORITY			
RIDESHARE/VAN-POOL FORD TRANSIT PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled:

- "V" = Okay - Item checked is ready for service.
- "X" = Adjust - Item checked has been replaced and is ready for service:
- "0" = Repairs needed - Any items requiring repair.

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY EIGHT-MONTHS

"E" Service Inspection (No Oil Change)
(7,500 Miles or Eight-Months whichever comes first)

- ___ 01. Change Engine Oil, Replace Oil Filter & Reset Oil-Life Monitor *(Use Only OEM Recommended Oil & Filter)*
- ___ 02. Lubricate All Chassis & Steering Linkages as Required
- ___ 03. **Rotate & Inspect Tires for Wear**
- ___ 04. Check All Lug Nuts (Torque to OEM specification)
- ___ 05. **Check & Record Tire Pressure (Including Spare)**
- ___ 06. Brake Fluid: *(If Low Contact UTA)*
- ___ 07. Check & "Top Off" All Fluids Using OEM Recommended Fluids
- ___ 08. Coolant Level
- ___ 09. Transmission Fluid Level *(If equipped w/dipstick)*
- ___ 10. Power Steering Fluid Level
- ___ 11. Windshield Washer Fluid Level
- ___ 12. Safety Equipment Checks: Horn & Seat Belts
- ___ 13. Check Instruments & Dash Lights for Operation
- ___ 14. Check Heating & A/C Operations, Switches & Temperature Controls
- ___ 15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
- ___ 16. Check Wiper Operation & Blade Condition
- ___ 17. Check Washer Operation & Spray Patterns
- ___ 18. Check Battery terminals & Charging Voltage, Voltage Reading: _____
- ___ 19. Inspect Engine Air Filter Element (replace as necessary)
- ___ 20. Inspect Serpentine / Accessory Belts
- ___ 21. Inspect Engine/Transmission & Differential leaks
- ___ 22. Parking Brake Operation
- ___ 23. **Inspect and record brake pads/linings wear**
- ___ 24. Caliper Condition
- ___ 25. Rotor Condition
- ___ 26. Check Brake Hoses & Lines for Damage & Leaks
- ___ 27. Inspect Driveline & U-Joints for Wear
- ___ 28. Check Exhaust System for Leaks or Broken Hangers
- ___ 29. Inspect Suspension, Steering, Shocks, CV axles and boots
- ___ 30. Inspect Fuel System for Leaks
- ___ 31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also includes "E" service)

- ___ 32. Replace Cabin Air Filter
- ___ 33. Inspect & Tighten Driveshaft Bolts
- ___ 34. Check Differential Fluid Level (Motorcraft Premium SAE 75W-85 Synthetic Hypoid Gear Oil)

60,000 Mile "C" Service Inspection
(Also includes "D" and "E" services)

- ___ 35. Replace Serpentine/Accessory Belt as Required

90,000 Mile "B" Service Inspection
(Also includes "D" and "E" services)

- ___ 36. Change & Flush Cooling System "Use OEM or Equivalent"

120,000 Mile "A" Service Inspection
(Also includes "C", "D" and "E" services)

- ___ 37. Change Automatic Transmission Fluid & Filter
- ___ 38. Change Rear Axle Fluid
- ___ 39. Replace Sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

<u>Tire Pressure</u>		<u>Tread depth</u>	
LF _____	RF _____	LF _____	RF _____
LR _____	RR _____	LR _____	RR _____

Brake pad measurement

LF _____	RF _____	LR _____	RR _____
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Important!!!

Is there a current **registration and insurance card**?
 YES NO

If "NO" please notify UTA Vanpool Maintenance

UTAH TRANSIT AUTHORITY			
RIDESHARE/VANPOOL TOYOTA SIENNA (HYBRID) PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled: "✓" = Okay - Item checked is ready for service; "X" = Adjust - Item checked has been replaced and is ready for service; "0" = Repairs needed - Any items requiring repair.

Is there a current **registration and insurance card** in the van? YES NO

If "NO", then please notify UTA Vanpool Maintenance Representative

"E" Service inspection (Items 1-28)
(7,500 Miles or every Eight-Months whichever comes first)

- 01. **Replace engine oil & filter** – 4.8 Qts w/filter
Use Toyota Genuine Motor Oil SAE 0W-16
- 02. **Replace aluminum crush ring on oil drain plug**
Toyota PN# 9043012031
- 03. **Reset MIL Lamp** – Located in IP cluster settings
- 04. **Inspect engine air filter element** -Toyota PN# 17801F0020
Replace 30K air filter only if necessary.
- 05. Check Horn
- 06. Check parking brake operation. Does it hold the van?
- 07. Check instruments & dash lights for operation
- 08. Check heating & A/C operation, switches & temperature controls
- 09. Check exterior lights, turn signal & 4-way hazard warning lights
- 10. Check washer operation & spray patterns
- 11. Check wiper operation & blade condition
- 12. Check & clean carpet. Vacuum out battery cooling air filter under driver's seat left side. **DO NOT USE SHOP AIR!**
- 13. Check brake fluid level – (If low contact UTA)
- 14. Check engine coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
- 15. Check hybrid coolant level – if low check for leaks
Use "Toyota Super Long-Life Coolant"
- 16. Check windshield washer fluid level
- 17. Check AUX battery terminals & charging voltage,
Voltage Reading: _____ -- Read note at the end
- 18. Inspect all engine hoses and lines for leaks and damage
- 19. Inspect air intake & ducts for leaks and secure all clamps
- 20. Inspect engine, trans & differential for oil leaks
- 21. **Rotate & Inspect Tires for Wear - P235/65R17 103T**
- 22. Torque all wheel lug nuts to 76 ft/lbs.

Record Tire Pressure, Tread depth and brake measurements at every maintenance service

Tire Pressure - 35 PSI Front & Rear	Tread depth
LF _____ RF _____	LF _____ RF _____
LR _____ RR _____	LR _____ RR _____

- 23. Check exhaust system for leaks or broken hangers
- 24. Inspect suspension, steering, shocks, CV axles and boots
- 25. Check brake caliper condition
- 26. Check brake rotor condition
- 27. Check brake hoses & lines for leaks
- 28. **Inspect and record brake pads/linings wear**

LF _____ RF _____ LR _____ RR _____

Every 30,000 Miles - "D" Service Inspection
(Also Includes "E" services – Items 1-28)

- 29. Check cabin air filter – Replace only if necessary
Toyota PN# 8713958010
- 30. Replace engine air filter element -- *Toyota PN# 17801F0020*
Use a paint pen to record the mileage on the air filter cover.
- 31. Check & record coolant freeze point.
Coolant reading _____ °F

Every 60,000 Miles - "C" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

- Use "Toyota ATF WS" oil for hybrid trans & differential ONLY. Do not overfill oil level as per Toyota Service Information*
- 32. Change hybrid transmission oil –
Use "Toyota ATF WS" fluid only
 - 33. Replace transmission drain plug gasket –
Toyota PN# 90430A0003
 - 34. Change differential oil -- *Use "Toyota ATF WS" fluid only*

Every 90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services – Items 1-31)

- 35. Change and Flush Cooling System
Use "Toyota Super Long-Life Coolant" or equivalent

Every 120,000 Miles - "A" Service Inspection
(Also Includes "C", "D", and "E" services – Items 1-34)

- 36. Replace spark plugs – *Denso FC16HR-Q8 (Gap 0.031 in.)*
Use only iridium-tipped spark plugs. Do not adjust spark plug gap.

For vehicle spec's reference the Toyota Sienna 2022 Owner's Manual

Note: As per "Owner's Manual", disconnect the ground cable if you will be recharging the AUX battery.

UTAH TRANSIT AUTHORITY			
RIDESHARE/VAN-POOL TOYOTA SIENNA (NON-HYBRID) PREVENTATIVE MAINTENANCE INSPECTION			
VEHICLE UNIT NUMBER:	CHECKLIST	MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled: "✓" = Okay - Item checked is ready for service; "X" = Adjust - Item checked has been replaced and is ready for service; "0" = Repairs needed - Any items requiring repair.

"E" Service Inspection (7,500 Miles or Eight-Months whichever comes first)

- ___01. **Change Engine Oil & Replace Oil Filter**
- ___02. Lubricate all Chassis & Steering Linkages as required
- ___03. **Rotate & Inspect Tires for Wear**
- ___04. Check ALL Lug Nuts (Torque to OEM specification)
- ___05. **Check and record Tire Pressure (Including Spare)**
- ___06. Brake Fluid: (If low contact UTA)
- ___07. Check & "top off" all fluids using OEM recommended fluids
- ___08. Coolant Level
- ___09. Automatic Transmission Fluid
- ___10. Power Steering Fluid
- ___11. Windshield Washer Fluid
- ___12. Safety Equipment Checks: Horn & Seat Belts
- ___13. Check Instruments & Dash Lights for Operation
- ___14. Check Heating & A/C Operations, Switches & Temperature Controls
- ___15. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
- ___16. Check Wiper Operation & Blade Condition
- ___17. Check Washer Operation & Spray Patterns
- ___18. Check Battery terminals & Charging Voltage Voltage Reading: _____
- ___19. Inspect Engine Air Filter Element (replace as necessary)
- ___20. Inspect Serpentine / Accessory Belts
- ___21. Inspect Engine/Transmission & Differential leaks
- ___22. Parking Brake Operation
- ___23. **Inspect and record brake pads/linings wear**
- ___24. Caliper Condition
- ___25. Rotor Condition
- ___26. Brake Hoses & Lines for Leaks
- ___27. Inspect Driveline & U-Joints for Wear
- ___28. Check Exhaust System for Leaks or Broken Hangers
- ___29. Inspect Suspension, Steering, Shocks, and CV axles and boots
- ___30. Inspect Fuel System for Leaks
- ___31. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection (Also include "E" service)

- ___32. Replace cabin air filter
- ___33. Inspect and tighten driveshaft bolts
- ___34. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection (Also includes "D" & "E" services)

- ___35. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection (Also includes "D" & "E" services)

- ___36. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection (Also includes "C", "D", & "E" services)

- ___37. Replace sparkplugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

<u>Tire Pressure</u>	<u>Tread depth</u>
LF _____ RF _____	LF _____ RF _____
LR _____ RR _____	LR _____ RR _____

Brake pad measurement
 LF _____ RF _____ LR _____ RR _____

Important!!!
 Is there a current **registration and insurance card**?
 YES _____ NO _____

If "NO" please notify UTA Vanpool Maintenance Representative

UPDATE MAINTENANCE REMINDER STICKER TO 7,500 MILES OR EVERY Eight-MONTHS

UTAH TRANSIT AUTHORITY			
RIDESHARE/VAN-POOL 2010 ONLY TOYOTA SIENNA PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST			
VEHICLE UNIT NUMBER:		MILEAGE:	
DATE OF SERVICE:		LAST 6 OF VIN NUMBER:	
VENDOR NAME:		LICENSE PLATE NUMBER:	
MECHANIC NAME:		INVOICE NUMBER:	
		UTA APPROVAL (NAME):	

INDICATE IN SLOT to indicate whether an item was okay, adjust, and/or repairs are needed... Using As Labeled: "√" = Okay - Item checked is ready for service; "X" = Adjust - Item checked has been replaced and is ready for service; "0" = Repairs needed - Any items requiring repair.

"E" Service inspection
(5,000 Miles or every Six-Months whichever comes first)

- ___ 01. Change Engine Oil & Replace Oil Filter (OEM or equivalent)
- ___ 02. Fill & Check Engine Oil Fluid
- ___ 03. Lubricate ALL Chassis & Steering Linkages as required
- ___ 04. **Rotate & Inspect Tires for Wear**
- ___ 05. Check ALL Lug Nuts (Torque to OEM specification)
- ___ 06. **Check and record Tire Pressure (Including Spare)**
- ___ 07. Check & "top off" all fluids using OEM recommended fluids
- ___ 08. Brake Fluid: (If low contact UTA)
- ___ 09. Coolant Level
- ___ 10. Automatic Transmission Fluid
- ___ 11. Power Steering Fluid
- ___ 12. Windshield Washer Fluid
- ___ 13. Safety Equipment Checks: Horn & Seat Belts
- ___ 14. Check Instruments & Dash Lights for Operation
- ___ 15. Check Heating & A/C Operations, Switches & Temperature Controls
- ___ 16. Check Exterior Lights, Turn Signal & 4 Way Hazard Warning Lights
- ___ 17. Check Wiper Operation & Blade Condition
- ___ 18. Check Washer Operation & Spray Patterns
- ___ 19. Check Battery terminals & Charging Voltage, Voltage Reading: _____
- ___ 20. Inspect Engine Air Filter Element (replace as necessary)
- ___ 21. Inspect Serpentine / Accessory Belts
- ___ 22. Inspect Engine/Transmission & Differential for leaks
- ___ 23. Parking Brake Operation
- ___ 24. **Inspect and record brake pads/linings wear**
- ___ 25. Caliper Condition
- ___ 26. Rotor Condition
- ___ 27. Brake Hoses & Lines for Leaks
- ___ 28. Inspect Driveline & U-Joints for Wear
- ___ 29. Check Exhaust System for Leaks or Broken Hangers
- ___ 30. Inspect Suspension, Steering, Shocks, and CV axles and boots
- ___ 31. Inspect Fuel System for Leaks
- ___ 32. Inspect All Coolant Hoses for Leaks and Wear

30,000 Mile "D" Service Inspection
(Also Includes "E" service)

- ___ 33. Replace cabin air filter
- ___ 34. Inspect and tighten driveshaft bolts
- ___ 35. Check differential fluid level (Hypoid gear oil API GL-5)

60,000 Mile "C" Service Inspection
(Also Includes "D" and "E" services)

- ___ 36. Replace Serpentine/accessory belt as required

90,000 Mile "B" Service Inspection
(Also Includes "D" and "E" services)

- ___ 37. Change & Flush Cooling System "use OEM or equivalent"

120,000 Mile "A" Service Inspection
(Also Includes "C", "D", and "E" services)

- ___ 38. Replace Spark plugs

Please record Tire Pressure, Tread depth and brake measurements at every maintenance service.

<u>Tire Pressure</u>	<u>Tread depth</u>
LF _____ RF _____	LF _____ RF _____
LR _____ RR _____	LR _____ RR _____

Brake pad measurement

LF _____ RF _____ LR _____ RR _____

Important!!!

Is there a current registration and insurance card in the van YES NO

If "NO" please notify UTA Vanpool Maintenance Representativ

UPDATE MAINTENANCE REMINDER STICKER TO 5,000 MILES OR EVERY SIX-MONTHS

Updated 2/8/17

EXHIBIT B

PRICE

1. **Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the contractor pool is **Not To Exceed (NTE) \$1,895,713.00 over the five (5) year term.** This total NTE amount shall decrease with each payment to a Consultant within the Pool. The Total Not-To-Exceed Amount shall be allocated among the contractors in the pool based on the actual services rendered.
2. **Payment Terms:** UTA to pay with Credit Card (P-Card) for transactions less than \$5000.00, otherwise payment shall be Invoiced Net30 after the Services have been performed. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the VISA Card Purchasing Card from US Bank.

PRICE SCHEDULE

		Florence ent dba Jed's Treads Tire PRICING DETAIL FOR THIS RFP															
ITEM#	PRODUCT SERVICE ITEM	Year 1 (2024-2025)			Year 2 (2025-2026)			Year 3 (2026-2027)			Year 4 (2027-2028)			Year 5 (2028-2029)			REMARKS / COMMENTS
		Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	Service List Price	% Discount	UTA Price	
1	Chevrolet PM "E" 5,000 mile Service Inspection	\$ 145.00		114.69 inc rotation		\$ 120.73		\$ 127.08		\$ 133.77		\$ 140.81					
2	Chevrolet PM "D" 75,000 mile Service Inspection	\$ 815.00		\$ 683.00		\$ 718.95		\$ 756.79		\$ 796.62		\$ 838.55					
3	Chevrolet PM "C" 100,000 mile Service Inspection	\$ 920.00		\$ 795.00		\$ 836.84		\$ 880.88		\$ 927.24		\$ 976.04					
4	Ford PM "E" 5,000 mile Service Inspection	\$ 150.00		\$ 119.00		\$ 125.56		\$ 131.85		\$ 138.79		\$ 146.09					
5	Ford PM "D" 30,000 mile Service Inspection	\$ 195.00		\$ 135.00		\$ 142.11		\$ 149.59		\$ 157.56		\$ 165.75					
6	Ford PM "C" 60,000 mile Service Inspection	\$ 780.00		\$ 670.00		\$ 705.26		\$ 742.38		\$ 781.45		\$ 822.58					
7	Ford PM "B" 90,000 mile Service Inspection	\$ 1,350.00		\$ 1,180.00		\$ 1,242.11		\$ 1,307.48		\$ 1,376.29		\$ 1,448.73					
8	2017 and Newer Ford Transit PM "E" 7,500 mile Service Inspection	na															
9	2017 and Newer Ford Transit PM "D" 30,000 mile Service Inspection	na															
10	2017 and Newer Ford Transit PM "C" 60,000 mile Service Inspection	na															
11	2017 and Newer Ford Transit PM "B" 90,000 mile Service Inspection	na															
12	2017 and Newer Ford Transit PM "A" 120,000 mile Service Inspection	na															
13	Toyota Hybrid Sienna PM "E" 7,500 mile Service Inspection	\$ 119.00		\$ 89.00		\$ 93.68		\$ 98.61		\$ 103.81		\$ 109.26					
14	Toyota Hybrid Sienna PM "D" 30,000 mile Service Inspection	\$ 120.00		\$ 72.50		\$ 76.32		\$ 80.34		\$ 84.57		\$ 89.02					
15	Toyota Hybrid Sienna PM "C" 60,000 mile Service Inspection	na		na													
16	Toyota Hybrid Sienna PM "B" 90,000 mile Service Inspection	\$ 220.00		\$ 190.00		\$ 200.00		\$ 210.53		\$ 221.61		\$ 233.27					
17	Toyota Hybrid Sienna PM "A" 120,000 mile Service Inspection																
20	Toyota Non-Hybrid Sienna PM "E" 7,500 mile Service Inspection	\$ 715.00		\$ 620.00		\$ 652.63		\$ 686.98		\$ 723.14		\$ 761.20					
22	Toyota Non-Hybrid Sienna PM "D" 30,000 mile Service Inspection	\$ 119.00		\$ 89.00		\$ 93.68		\$ 98.61		\$ 103.80		\$ 109.26					
23	Toyota Non-Hybrid Sienna PM "C" 60,000 mile Service Inspection	\$ 205.00		\$ 146.00		\$ 153.68		\$ 161.77		\$ 170.28		\$ 179.24					
24	Toyota Non-Hybrid Sienna PM "B" 90,000 miles Service Inspection	\$ 249.00		\$ 199.00		\$ 209.47		\$ 220.49		\$ 232.09		\$ 244.31					
25	Toyota Non-Hybrid Sienna PM "A" 120,000 miles Service Inspection	\$ 645.00		\$ 594.00		\$ 625.26		\$ 658.17		\$ 692.81		\$ 729.27					
26	Toyota 2010 only PM "E" 5000 mile Service Inspection	\$ 119.00		\$ 89.00		\$ 93.68		\$ 98.61		\$ 103.80		\$ 109.26					
27	Toyota 2010 PM "D" 30,000 mile Service Inspection	\$ 120.00		\$ 71.00		\$ 74.74		\$ 78.67		\$ 82.81		\$ 87.17					
28	Toyota 2010 PM "C" 60,000 mile Service Inspection	\$ 205.00		\$ 146.00		\$ 153.68		\$ 161.77		\$ 170.28		\$ 179.24					
29	Toyota 2010 PM "B" 90,000 mile Service Inspection	\$ 210.00		\$ 169.99		\$ 178.94		\$ 188.36		\$ 198.27		\$ 208.71					
30	Toyota 2010 PM "A" 120,000 Mile Service Inspection	\$ 715.00		\$ 594.00		\$ 625.26		\$ 658.77		\$ 692.81		\$ 729.27					
31	Parts Price Discount (%) Offered																