



U T A 
669 West 200 South
Salt Lake City, UT 84101

Image
Attn: Chris Wood
2030 W Desert Cove
Phoenix, AZ 85029

April 12, 2018

NOTICE OF INTENT TO AWARD

Contract 18-2584TB is intended to be awarded to your firm for Rail Car Cleaning. This intent to award is based on the proposal you submitted against our Request for Proposal (RFP) 18-2584TB. We would like to sit down and discuss further areas with the proposal we have concerns with before we finalize the award of the contract to Image.

If we are able to resolve our concerns the contract will be processed and a copy will be forwarded for your file once the appropriate signatures are obtained. All documentation and invoicing should reference the Contract number and line item on the contract.

Feel free to contact me at 801-287-3052 if you have any questions. Thank you for supporting the Utah Transit Authority.

Trent Blair
Contract Buyer

Price Schedule - Rail Cleaning

TRAX RAIL CAR CLEANING PRICING:

BASIC CONTRACT PERIOD: (June 1 2018 – June 30 2021):

Day porter	Image
Daybreak Parkway Station Rail Car Cleaning Weekday – Monday through Friday	\$1.73
West Valley Hub Station Rail Car Cleaning Weekday – Monday through Friday	\$3.45
Draper Towne Center Station Rail Car Cleaning Weekday – Monday through Friday	\$2.16
Central Pointe Station Rail Car Cleaning Weekday – Monday through Friday	\$14.70

DAYBREAK PARKWAY STATION NIGHT CLEANING SERVICES

BASIC CONTRACT PERIOD: (June 1 2018 – June 30 2021):

Night Cleaning	Image
Rail Cars Monday Friday (To include "As Required" items noted above.)	\$16.05
Maintain Service Area (See Pay Element 5)	\$10.60

NIGHTLY CLEANING SERVICES (JORDAN RIVER RAIL SERVICE CENTER JRRC and MIDVALE RAIL SERVICE CENTER MRSC)

BASIC CONTRACT PERIOD: (June 1 2018– June 30 2021):

Nightly Cleaning	Image
Rail Cars Monday-Thursday (To include "As Required" items noted above).	\$18.28

Rail Cars Friday (To include "As Required" items noted above).	\$18.28
Rail Cars Saturday (To include "As Required" items noted above).	\$23.78
Rail Cars Sunday (To include "As Required" items noted above).	\$25.50
U of U cars	\$7.21
Maintain Service Area (See Pay Element 5)	\$21.20

FIRST OPTION YEAR (June 1 2021 – June 30 2022):

Day Porter	Image
Daybreak Parkway Station Rail Car Cleaning Weekday – Monday through Friday	\$1.76
West Valley Hub Station Rail Car Cleaning Weekday – Monday through Friday	\$3.52
Draper Towne Center Station Rail Car Cleaning Weekday – Monday through Friday	\$2.20
Central Pointe Station Rail Car Cleaning Weekday – Monday through Friday	\$14.99

Daybreak Nightly	Image
Rail Cars Monday-Thursday (To include "As Required" items noted above.)	\$16.37
Maintain Service Area (See Pay Element 5)	\$10.81

JR and Midvale Nightly	Image
Rail Cars Monday-Thursday (To include "As Required" items noted above).	\$18.64
Rail Cars Friday (To include "As Required" items noted above).	\$18.64
Rail Cars Saturday (To include "As Required" items noted above).	\$24.26
Rail Cars Sunday (To include "As Required" items noted above).	\$26.01
U of U cars	\$7.35

Maintain Service Area (See Pay Element 5)	\$21.62
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SECOND OPTION YEAR (June 1 2022 – June 30 2023):

Day Porter	Image
Daybreak Parkway Station Rail Car Cleaning Weekday – Monday through Friday	\$1.80
West Valley Hub Station Rail Car Cleaning Weekday – Monday through Friday	\$3.59
Draper Towne Center Station Rail Car Cleaning Weekday – Monday through Friday	\$2.25
Central Pointe Station Rail Car Cleaning Weekday – Monday through Friday	\$15.29

Daybreak Nightly	
Rail Cars Monday-Thursday (To include "As Required" items noted above.)	\$16.70
Maintain Service Area (See Pay Element 5)	\$11.03

JR and Midvale Nightly	
Rail Cars Monday-Thursday (To include "As Required" items noted above).	\$19.02
Rail Cars Friday (To include "As Required" items noted above).	\$19.02
Rail Cars Saturday (To include "As Required" items noted above).	\$24.74
Rail Cars Sunday (To include "As Required" items noted above).	\$26.53
U of U cars	\$7.50
Maintain Service Area (See Pay Element 5)	\$22.06

MAJOR DEEP CLEANING SERVICES (JORDAN RIVER RAIL SERVICE CENTER JRRSC and MIDVALE RAIL SERVICE CENTER MRSC):

BASIC CONTRACT PERIOD: (June 1 2018– June 30 2021):

Deep Clean Rail Cars	
Deep Clean Rail Cars	\$145.20
Maintain Service Area (See Pay Element 5)	\$21.20

FIRST OPTION YEAR (June 1 2021 – June 30 2022):

Deep Clean Rail Cars	
Deep Clean Rail Cars	\$148.10
Maintain Service Area (See Pay Element 5)	\$21.62

SECOND OPTION YEAR (June 1 2022 – June 30 2023):

Deep Clean Rail Cars	
Deep Clean Rail Cars	\$151.07
Maintain Service Area (See Pay Element 5)	\$22.06

COMMUTER RAIL CAR CLEANING PRICING:

BASIC CONTRACT PERIOD: (June 1 2018 – June 30 2021):

Pricing and payment will be per train car cleaned.

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

Rail Cars (To include "As Required" items noted above.	\$35.01
Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same.	\$0.55

2. DEEP CLEANING SERVICES (WARM SPRINGS DIVISION):

Rail Cars, Deep Clean	\$264.78
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Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same.	\$0.55

1. DAY PORTER SERVICES (PROVO STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$2.24
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

2. DAILY CLEANING SERVICES (PROVO STATION):

Rail Cars	\$33.53
Operator's Compartment in Cab Car	see above
Area Cleanup	\$10.60

5. DAY PORTER SERVICES (OGDEN STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$1.42
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

FIRST OPTION YEAR: (June 1 2021– June 30 2022):

Pricing and payment will be per train car cleaned.

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

Rail Cars (To include "As Required" items noted above.	\$35.71
Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same.	..56

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Rail Cars, Deep Clean	\$270.08
Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same.	\$0.56

3. DAY PORTER SERVICES (PROVO STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$2.28
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

4. DAILY CLEANING SERVICES (PROVO STATION):

Rail Cars	\$34.20
Operator's Compartment in Cab Car	see above

Area Cleanup	\$10.81
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5. DAY PORTER SERVICES (OGDEN STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$1.45
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

SECOND OPTION YEAR: (June 1 2022– June 30 2023):

Pricing and payment will be per train car cleaned.

1. DAILY CLEANING SERVICES (WARM SPRINGS DIVISION):

Rail Cars (To include "As Required" items noted above.	\$36.41
Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	\$0.57

2. DEEP CLEANING SERVICES (WARM SPRINGS DIVISION):

Rail Cars, Deep Clean	\$275.48
Drivers area in Cab Car Compartment	see above
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same	\$0.57

3. DAY PORTER SERVICES (PROVO STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$2.33
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

4. DAILY CLEANING SERVICES (PROVO STATION):

Rail Cars	\$39.70
Operator's Compartment in Cab Car	see above
Area Cleanup	see above

5. DAY PORTER SERVICES (OGDEN STATION):

Rail Car Cleaning Week day – Monday through Friday Pull-Out	\$5.42
Other Services	
Platform Cleaning – Monday through Saturday	see above
Break Room Cleaning – Monday through Saturday	see above

BASIC CONTRACT PERIOD: (June 1 2018 – June 30 2021):

4. DAILY CLEANING SERVICES (OGDEN STATION):

Rail Cars	\$39.70
Operator's Compartment in Cab Car	see above
Area Cleanup	see above

FIRST OPTION YEAR: (June 1 2021 – June 30 2022):

4. DAILY CLEANING SERVICES (OGDEN STATION):

Rail Cars	\$40.49
Operator's Compartment in Cab Car	see above
Area Cleanup	see above

SECOND OPTION YEAR: (June 1 2022 – June 28 2023):

4. DAILY CLEANING SERVICES (OGDEN STATION):

Rail Cars	\$41.30
Operator's Compartment in Cab Car	see above
Area Cleanup	see above



REQUEST FOR PROPOSALS

Part 4A – FTA Standard Contract Terms

For purposes of this Part 4A, the term "Contractor" means the person or entity that is entering into this Contract with UTA, notwithstanding that in other parts of this Contract, that same person or entity might be referred to as the "supplier", "vendor", "consultant", or some other term.

- 1. FLY AMERICA:** If the Contract involves the transportation of persons or property, by air, between a place in the United States and a place outside the United States, or between places outside the United States, Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.
- 2. BUY AMERICA:** If the Contract is (i) for construction, or for the acquisition of iron, steel, or manufactured goods, or acquisition of rolling stock, and (ii) is, or might be, for an amount more than \$100,000, Contractor shall comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor shall include the requirements of this section in all subcontracts.
- 3. CARGO PREFERENCE:** If the Contract involves any equipment, materials, or commodities that may be transported by ocean vessels, Contractor shall: (a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding clause to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to

UTA (through the contractor in the case of a subcontractor's bill-of-lading); and (c) include these requirements

5. **CLEAN WATER:** If this Contract is, or might be, for an amount more than \$100,000, Contractor shall comply in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
4. **ENERGY CONSERVATION:** Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
6. **LOBBYING:** If this Contract is, or might be, for an amount more than \$100,000, Contractor certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)).
7. **ACCESS TO RECORDS AND REPORTS:** Contractor shall provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto
8. **FEDERAL CHANGES:** Contractor acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Contractor acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract.

Contractor shall at all times comply with all applicable Federal laws, regulations, policies, and related administrative practices, as they may be amended from time to time. Contractor's failure to so comply will constitute a material breach of this Contract.

9. **CLEAN AIR:** If this Contract is, or might be, for an amount more than \$100,000 in any year, Contractor shall at all comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
10. **RECYCLED PRODUCTS:** Contractor shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
11. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES:** Contractor acknowledges that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the UTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
12. **PROGRAM FRAUD; FALSE OR FRAUDULENT STATEMENTS:** (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
13. **TERMINATION:** See Part 4, paragraph 7.
14. **DEBARMENT:** If this Contract is for an amount equal to or greater than \$25,000, this Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor

shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Upon execution of this Contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Utah Transit Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Utah Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. Contractor shall include a provision requiring such compliance in its lower tier covered transactions.

15. PRIVACY ACT: If Contractor administers any system of records on behalf of the Federal Government under this Contract, the Contractor shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor shall obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Contract. Contractor shall include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16. CIVIL RIGHTS: (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of

age. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42U.S.C. § 12112, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(c) The Contractor shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. DISPUTES: See Part 4, paragraph 1.

18. DISADVANTAGED BUSINESS ENTERPRISE: (a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. UTA's overall goal for DBE participation is 6.2%. If a separate contract goal has been established for this Contract, it is set forth on Attachment A-1 to this Contract.

(b) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as UTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) Contractor shall report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the UTA. In addition, Contractor shall return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the UTA and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(e) Contractor shall promptly notify UTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of UTA.

19. ADA ACCESS: The Contractor shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as

amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

- 20. INCORPORATION OF FTA TERMS:** The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.



REQUEST FOR PROPOSALS

Part 5 – Federal Clauses

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES: (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. FALSE STATEMENTS OR CLAIMS, CIVIL AND CRIMINAL FRAUD: (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS: - The following access to records requirements apply to this Contract:The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

FTA does not require the inclusion of these requirements in subcontracts.

4. FEDERAL CHANGES: *Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.*

5. TERMINATION: (All Procurements greater than \$10,000.00):

a. Termination for Convenience (General Provision) The Utah Transit Authority (UTA) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to UTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the UTA, the Contractor will account for the same, and dispose of it in the manner the UTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the UTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the UTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the UTA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The UTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to UTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from UTA setting forth the nature of said breach or default, UTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude UTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that UTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by UTA shall not limit UTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The UTA, by written notice, may terminate this contract, in whole or in part, when it is in the UTA interest. If this contract is terminated, the UTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the UTA may terminate this contract for default. The

UTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the UTA.

g. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the UTA may terminate this contract for default. The UTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the UTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the UTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the UTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if: 1.) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the UTA, acts of another Contractor in the performance of a contract with the UTA, epidemics, quarantine restrictions, strikes, freight embargoes; and 2.) the contractor, within [10] days from the beginning of any delay, notifies the UTA in writing of the causes of delay. If in the judgment of the UTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the UTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the UTA.

6. CIVIL RIGHTS REQUIREMENTS: The following requirements apply to the underlying contract (Contracts greater than \$10,000.00):

(a) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(i) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the

future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE): (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 14.47 %. A separate contract goal has not been established for this procurement. (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). (c) The successful bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. (d) Prompt Payment and Return of Retainage: The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. (e) The contractor must promptly notify Utah Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Utah Transit Authority.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act,

or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT): (All

Procurements greater than \$25,000.00):

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting the attached certification, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Utah Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Utah Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. CARGO PREFERENCE REQUIREMENTS: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

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

11. FLY AMERICA REQUIREMENTS: Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that UTAs and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by

foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. ENERGY CONSERVATION REQUIREMENTS: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. RECYCLED PRODUCTS:Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including **but** not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14. ACCESS FOR INDIVIDUALS WITH DISABILITIES: The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and FTA Master Agreement MA(15).

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

15. SEAT BELT USE: In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any sub-agreements, leases, third party contracts, or other similar documents in connection with the Project.

16. TEXTING WHILE DRIVING AND DISTRACTED DRIVING: Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

B. CONTRACTOR'S OFFER

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Price Bid Form. Signature must be by an officer of your company authorized to bind your company in contractual matters.

Image Property Services
(Contractor's Name)

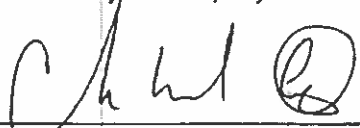
3692 West 2100 South
(Contractor's Address)

Salt Lake City, UT, 84120
(Contractor's Address)

(Contractor's Address)

47-1287514
(Contractor's EIN)

(801) 440-6778
(Phone #)


(Signature)

Chris Wood
(Print Name)

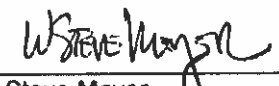
UTAH Branch Manager
(Title)

April 30, 2018
(Date)

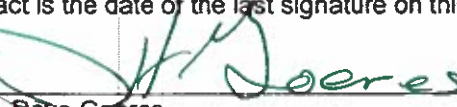
Chris W @ CSS Cleans .com
(e-mail address)

C. UTA'S ACCEPTANCE


By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB, including any amendments, and Contractor's Bid. No additional contractual documents are necessary. In the event of a conflict between the IFB and Contractor's Bid, the terms of the IFB shall govern. The effective date of the Contract is the date of the last signature on this page.

 5/3/18
Steve Meyer
VP Opns, Capital, & Assets

(Date)


Dave Goeres
Acting President-CEO

3 May 18
(Date)


Approved as to Form
UTA Legal Counsel