



UTA Contract #24-03872

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #24-03872BCM Fuel Supply and Services Red Diesel and Unleaded Gasoline

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 Rhinehart Oil Company a Division of Parkland USA, a C-Corporation (the "Contractor").

RECITALS

WHEREAS, on September 13, 2024, UTA received competitive proposals to provide reliable and consistent fuel supply and monitoring services for No.2 'Red' Diesel and Unleaded Gasoline 87 Octane 10% Ethanol fuels in support of UTA Revenue (Buses & Rail-Locomotive) and Non-Revenue (Auto), Vehicles, 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 24-03872BCM (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 'Utah Transit Authority Fuel Proposal dated September 11th, 2024' submitted by the Contractor in response to the RFP ("Contractor's Proposal") was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

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

Revision Date: March 2020

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).

2. **TERM**

This Contract will be effective and commence upon the last signature date page (pg# 18). The Contract shall remain in full force and effect, for purchases of stated Goods and Services listed above, during a FIVE (5) year period expiring approximately December 31, 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.

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, delivery location, 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 thirty (30) days 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, sudden and accidental pollution 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)	\$5,000,000
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- 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".
- b. The policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability

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

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

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf.

All certificates and any required endorsements are to be sent Contract Administrator brmiller@rideuta.com and 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 Contract Administrator brmiller@rideuta.com and 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. In the event of an incident, UTA reserves the right to require complete copies of insurance policies to validate the extent of coverage as stated in the COI but is willing to enter into a non-disclosure agreement to protect policies actually submitted. 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**

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 and 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 environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental 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 (except upon reincorporation, reconstitution, merger, or reorganization) the prior written consent of UTA which consent will not be unreasonably withheld, and any attempted transfer in violation of this restriction shall be void.

19. **ENVIRONMENTAL RESPONSIBILITY**

Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential

environmental 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 sixty (60) days prior written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

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

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 in which case Contractor shall have the right to adjust pricing in a commercially reasonable manner to accommodate the change 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 Nathan Hess, 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) 287-3615.

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:

If to Contractor:

Utah Transit Authority
ATTN: Brent Miller (Contract Buyer)
669 West 200 South
Salt Lake City, UT 84101
brmiller@rideuta.com

Rhinehart Oil Company
ATTN: Blake Eskelsen (Utah Sales Director)
4475 W California Ave.
Salt Lake City, UT 84104
blake.eskelsen@parklandusa.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 Blake Eskelsen (Project Mgr)	Ten calendar days
UTA's Brent Miller/Contractor's Dallas Green (Regional Ops Mgr)	Ten calendar days
UTA's Patrick Preusser/Contractor's Trent Edwards (Gen Mgr)	Ten 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 _____ Date _____

Name _____

Title _____

By _____ Date _____

Name _____

Title _____

CONTRACTOR:

Signed by:
By Donna Sanker Date 10/23/2024
3BE62DC78911439...

Name Donna Sanker

Title President, US

Signed by:
By [Signature] Date 10/22/2024
43EF135784CD4F2...

Name Mark Schnittke

Title VP Commercial

DocuSigned by:
By Mike Bell Date 10/23/2024
70E33A415BA44F6...

UTA Legal Counsel

EXHIBIT A

SCOPE OF WORK

GENERAL REQUIREMENTS FUEL:

The following specifications identify requirements for the diesel and unleaded fuels to be used in UTA buses and support vehicles. There are two different types of diesel fuels and one unleaded fuel that will be required under this Contract:

- No. 2-D summer diesel fuel to be used in warm weather operation between March and November.
- No. 2-D winter diesel fuel to be used in cold weather operation between November and March.
- Unleaded Gasoline (87 Octane) 10% Ethanol to be used in all seasons.

UTA reserves the right to change fuel types as necessary with coordination by awarded Contractor and UTA Fleet Engineering.

UTA purchases approximately 5.9 Million gallons of Ultra Low Sulfur Diesel (ULSD) fuel and 1.1 Million gallons of Unleaded Gasoline annually, delivered to Six (6) operating facility locations. For the most part, deliveries are approximately 10,000 gallons.

The Contractor will be required to provide reliable and consistent fuel supply, delivery, and related monitoring services for UTA's No.2 'Red' Diesel and Unleaded Gasoline 87 Octane 10% Ethanol fuels. Services must also include any fuel testing and analysis for fuel suspect of contamination or non-conformance.

DOCUMENTATION: An emergency supply plan is required to cover any fuel supply issues. *(Contractor shall include a copy of its emergency supply plan in its technical proposal)*

A written procedure is required for the delivery & filling of Fuel and Disconnect to include a process for soaking up excess fuel in Spill Bucket resulting from the fueling process. *(Contractor shall include a copy of this procedure in its technical proposal)*

MONITORING: The Contractor will monitor fuel levels on all storage tanks to ensure fuel levels will not fall below 25% of storage tank capacity before next fuel delivery.

Contractor must have capabilities to connect to UTA's electronic fuel system to monitor all UTA fuel tank levels and schedule replenishment deliveries when minimum levels are reached.

UTA's current fuel monitoring system is the Franklin-INCON Fueling System and Warren Rogers' FuelWRAP tank monitoring system but may be subject to change. Contractor will be required to service and support any new or proposed changes in UTA's fuel monitoring system. Should any proposed changes to either UTA's or

Contractor's current fuel monitoring system(s) be necessary, both parties will be required to provide no less than sixty (60) days written notification of such proposed changes. Both parties must allow sufficient time for both Contractor and UTA to integrate any newly proposed fuel monitoring system or changes to current systems.

Contractor must maintain fuel above division specified minimums.

TESTING: At UTA's discretion and at any-time without notice UTA may require sample testing and analysis of the deliverable fuels as listed in this RFP. The Contractor will be required to perform sample testing and analysis of fuels at various times and places of delivery. The samples of the products delivered under awarded contract may be taken to determine fuel integrity -or- for the purpose of determining whether the products conform to the specifications of this RFP. UTA reserves the right to cancel the contract at the Contractors expense for non-conformance, inferior deliveries, if product is found to contain dirt or sediment, or if it will cause clogging and/or prevent proper operation of equipment. Testing of samples shall be the responsibility of the Contractor and any costs associated with the testing shall be borne by the Contractor.

GENERAL REQUIREMENTS FUEL DELIVERY:

The following specifications identify requirements and notifications for the diesel and unleaded fuels for delivery and payment requirements. Contractors must include their solutions and/or agreement to each item in their proposals.

- All deliveries are to be made within twenty-four (24) hours or authorized verbal requests from UTA authorized representative. Normal fuel delivery hours will be Monday – Saturday 8:00am – 5:00pm. Contractor will use reasonable efforts to comply with occasional requests to shift fuel delivery times to accommodate UTA's needs.
- UTA requires constant visual supervision of the fueling process by the delivery driver from start to finish.
- Contractor's delivery personnel will be required to soak up any fuel residue in the Spill Buckets after each fueling.
- All spills must be reported to UTA immediately, regardless of amount.
- The cost of all spills and clean-up will be paid by the fuel contractor.
- UTA's safety checklist must be completed pre- and post-delivery of all fuels.
- Contractor must manage and maintain a fuel monitoring system to interface with and monitor fuel levels on all UTA fuel storage tanks to ensure fuel level will not fall below 25% of storage tank capacity before next fuel delivery.
- Contractor must contact divisions to schedule deliveries.
- Split load capabilities are expected, however Contractor may not pass split load fees on to UTA.
- Contractor must have capabilities to pump directly from delivery truck to UTA equipment (i.e. buses, rail-locomotive, auto vehicles, etc...) in rare circumstances for Emergency Fueling.
- Notice: UTA at its option may utilize its Camera Surveillance 24 hours 7

days a week.

- Shipments shall be F.O.B. destination freight prepaid. At no time may the shipping charge exceed the amount normally charged for shipment from the Contractor's place of business. Ogden and Orem locations may require driving a considerable distance to deliver fuel. Those two locations are noted on the Price Form and the freight cost for transporting fuel to those locations must be recorded on the Price Form. UTA has the right to shift fuel loading times earlier or later at its discretion with the objective of reducing the cost of delivered fuel when fuel prices are changing. Contractor will use reasonable efforts to comply with occasional requests to shift fuel delivery times to accommodate the buyer's needs. Bill of Lading (BOL) – A BOL is required on full truck loads.
- UTA reserves the right to change fuel delivery locations as necessary and shall provide Contractor written notice 30 days prior to any such change.

SITE LOCATIONS & ESTMATED USAGE CHART

Monthly averages are based on actual usage for the period of July 2024

LOCATION	ESTIMATED MONTHLY USGAE IN GALLONS	ESTIMATED DELIVERIES PER MONTH*	STORAGE CAPACITY IN GALLONS	NUMBER AND TANK SIZE
Meadowbrook Division 3600 South 700 West Salt Lake City, UT 84119	140,000 Diesel 19,000 Unleaded Above Ground	15	80,000 Diesel 4,000 Unleaded	4 x 20,000 Diesel 1 x 4,000 Unleaded
Riverside Division 3610 South 900 West Salt Lake City, UT 84130	0 Diesel 46,000 Unleaded Above Ground	5	20,000 Diesel 15,000 Unleaded	1 x 20,000 Diesel 1 x 12,000 Unleaded 1 x 3,000 Unleaded
Depot District Division 669 West 200 South Salt Lake City, UT 84101	3,500 Diesel 7,000 Unleaded Under Ground	2	60,000 Diesel 12,000 Unleaded	3 x 20,000 Diesel 1 x 12,000 Unleaded
Warm Springs Division 900 North 500 West Salt Lake City, UT 84116	198,000 Diesel Above Ground	19	48,000 Diesel	2 x 6,000 Diesel 3 x 12,000 Diesel
Mt. Ogden Division 135 West 17th Street Ogden, UT 84404	80,000 Diesel 15,000 Unleaded Under Ground	8	40,000 Diesel 6,000 Unleaded	2 x 20,000 Diesel 1 x 6,000 Unleaded

Timpanogos Division 1110 South Geneva Road Orem, UT 84058	72,000 Diesel 6,000 Unleaded Above Ground	6	60,000 Diesel 10,000 Unleaded	3 x 20,000 Diesel 1 x 10,000 Unleaded
ESTIMATED MONTHLY TOTALS - ALL LOCATIONS	493,500 Diesel 93,000 Unleaded	55		
ESTIMATED YEARLY TOTALS - ALL LOCATIONS	5,922,000 Diesel 1,116,000 Unleaded	660		

*Each delivery location (Division) has multiple gas tanks. The number of deliveries equals the number of times a tanker delivered product to the location. The number of tanks at each location requiring a download is not indicated.

SPECIFICATIONS AND REQUIREMENTS

The Bidder’s Technical Proposal must include this requested information and show objective evidence of its capability to meet the specifications and requirements set forth below.

The following ULSD and Gasoline fuels are used in UTA revenue and non-revenue support vehicles:

- No. 2-D summer diesel fuel to be used in warm weather operation between March and November.
- No. 2-D winter diesel fuel to be used in cold weather operation between November and March.
- Unleaded Gasoline (87 Octane) 10% Ethanol to be used in all seasons.

For No. 2-D winter diesel fuel, please indicate type of winterized fuel in your proposal (examples below):

- Blend of No. 2D with cold weather additive X
- Other (please specify): _____

Contractors proposing to supply a blended fuel with a cold weather additive to meet the UTA specification for Winterized No. 2-D Diesel Fuel and shall submit with the proposal the following information for UTA evaluation:

1. Additive brand name. Artic Express by Power Service
2. Mixing ratio. 1:3000
3. Material Safety Data Sheet for the additive.
4. Reference list of at least three (3) fleet users of the additive, each having at least

100 on-the-road heavy duty diesel powered vehicles operating in similar cold weather conditions to the UTA. The reference list shall have the names and telephone numbers of contact persons.

NO. 2-D DIESEL FUEL

1.0 GENERAL

This specification covers No. 2-D Ultra Low Sulfur Diesel Fuel for operation in both summer and winter conditions in Salt Lake City, Utah.

1.1 Basic Requirements

The primary requirement of this fuel is to provide satisfactory operation, good engine performance, long engine life, and acceptable exhaust emission levels for heavy-duty diesel engines used in transit buses. The winter fuel shall be made by blending an additive to No. 2-D to achieve the required cold weather characteristics. The diesel fuel shall meet or exceed applicable EPA regulations at time of delivery.

1.2 Summer and Winter Periods

UTA will order summer fuel between March 1 and October 31 each year. It will order winter fuel between November 1 and February 28 each year. However, these periods are subject to adjustments by UTA when necessary, and UTA will notify the contractor when changes are made.

2.0 PERFORMANCE REQUIREMENTS

2.1 Performance Specifications

The No. 2-D Diesel Fuel shall comply with the performance level classified by the ASTM D-975. The fuel shall meet the requirements of the engine manufacturers, Cummins, Caterpillar and Detroit Diesel.

2.2 Distillation Range

The fuel shall be completely distilled material. The fuel shall show a minimum of 98 percent by volume recovery when tested to ASTM D-86.

2.3 Cetane

The Cetane number shall be no lower than 43 when tested to ASTM D-613. The Cetane index shall be no lower than 40 when calculated to ASTM-4737.

2.4 Sulfur Content

40 CFR Parts 69, 80 and 86 require diesel fuel to meet the Ultra-Low Sulfur

Diesel Fuel (ULSD) requirements. The ULSD fuel shall have the sulfur Content no greater than 15 ppm using ASTM D2622 or D4294.

2.5 Aromatic Content

The fuel shall have as low as possible aromatic content to reduce exhaust emissions. The aromatic content shall be no greater than 35 percent by volume as determined by ASTM D 1319.

2.6 Cloud Point/Pour Point/Cold Filter Plugging Point

Summer fuel: The summer fuel shall have a cloud point of +5°F or lower and a pour point of minus (-) 15°F or lower.

Winter fuel: The winter fuel shall have a cloud point or cold filter plugging point (CFPP) sufficiently low to provide satisfactory diesel engine performance under the cold weather conditions in Salt Lake City, Utah. The fuel supplied shall have a cloud point of minus (-) 12°F or lower, or a CFPP (using IP Test Method No. 309/80) of minus (-) 17°F or lower.

If the proposed winter fuel is blended with a cold-weather additive to meet the cold weather operational requirements, it shall be thoroughly and homogeneously blended by the fuel contractor. The additive shall be compatible with the base fuel and shall be safely used in any diesel engine without modifications and/or causing any harmful effects to the engine. The additive shall be certified as meeting EPA requirements and shall not result in increased exhaust emissions of the base fuel. The additive shall be registered with the EPA.

2.7 Carbon Residue

The fuel shall not have a carbon residue greater than 0.35 percent on a 10 percent residuum.

2.8 Viscosity

The fuel shall have a viscosity at 104°F/40°C of between 1.9 - 4.1 cST.

2.9 Cleanliness

The fuel shall be clean and free of contamination to include dirt, water, water emulsion sludge, and hydrocarbon-utilizing microorganisms or HUM-bugs.

2.10 Non-corrosion

The fuel shall not cause corrosion, deterioration or deletion to metals or nonmetals found in fuel systems or related parts.

2.11 Lubricity:

The fuel shall have its lubricity measured as maximum wear scar diameter of 460 micrometers using High Frequency Reciprocating Rig (HFRR) test method (ASTM D6079) at a temperature of 60 degrees C.

3.0 PACKAGING REQUIREMENTS

3.1 Container- The fuel under this specification shall be packaged as follows:

- A. Partial or split transport truck loads consisting of full compartments.
- B. Transport truck loads.

3.2 Product Identification - Product identification tags will be provided by contractors as requested. Tags will conform to API standards for product identity.

4.0 QUALIFIED PROCUREMENT SOURCES

4.1 Approved Sources - Any local authorized distributor of the product via competitive bid process.

4.2 Delivery - Fuel deliveries shall be made to the UTA locations between the specified hours Monday through Friday or as arranged with the specific division of UTA on one (1) working days' notice in standard transports. Delivery locations are listed in the Packaging/Delivery Specifications section of the Scope of Work. UTA reserves the right to add or change delivery locations as needed.

5.0 QUALITY CONTROL

5.1 Inspection - The Contractor shall inspect each shipment to insure that each delivered lot meets the performance requirements and that the product is not contaminated at time of delivery. The contaminated product or product not meeting this specification shall be removed from UTA facilities and vehicles by the Contractor and the costs shall be borne by the Contractor. Costs to repair any damages to UTA's facilities or vehicles caused by the contaminated or non-compliant product shall be borne by the Contractor.

5.2 Testing & Analysis - The Contractor shall perform all required fuel testing and analysis on any fuel delivered and found suspect of contamination or non-conformance. Contract must report all test & analysis result to UTA Contract

Administrator. The costs shall be borne by the Contractor.

- 5.3 Container Size - Delivery of product other than specified in paragraph 3.1 shall require prior approval of UTA Materials Management Department.
- 5.4 Product Off-Loading - During off-loading of the product to UTA storage facilities, extreme care shall be taken by the contractor to avoid spills. The delivery truck shall be attended at all times during product off-loading. Any costs incurred as a result of the product spills during delivery shall be borne by the contractor and shall be grounds for termination of the contract, at UTA's option.

6.0 PACKAGING/DELIVERY SPECIFICATIONS FUELS

- 6.1 The fuel Contractor shall use a dedicated and experienced transportation company for the transportation of its diesel fuels. The transportation company shall have container truck size sufficient to deliver up to 10,000 gallons of diesel or gasoline fuel in one load. The transportation company shall:
- 6.2 Ensure that delivery trucks are of proper maintenance and cleanliness conditions.
- 6.3 Ensure proper inspection or washout before loading.
- 6.4 Check for previously carried load and residual. Generally, only diesel and unleaded fuel are acceptable as a residual. If the vessel has not gone through a washout, some residuals (including food products, raw plant oils, gasoline, or lubricants) are not acceptable.
- 6.5 Ensure that there is no residual water in the tank.

7.0 SUBMISSION REQUIREMENTS

- 7.1 The Contractor may be required to submit a sample of the proposed fuel to an independent lab for analysis. The analysis shall include as a minimum: cetane number, cetane index, sulfur content, aromatic content, cloud point, pour point, viscosity, lubricity and any contaminants such as water and microorganisms. The results of the analysis shall be sent to UTA's Contract Administrator for evaluation. The cost of this analysis shall be borne by the Contractor.

SPECIAL REQUIREMENTS

Security Features - The Contractor must have a high level of cyber security and have a unique URL for UTA. All UTA data must be kept in a separate database and never commingled with other customers'

data. Activity auditing must be available for all actions and be trackable by user. Specific technical details of the security measures in place should be include in the submission for review by UTA's Information Security team. Contractor must comply with UTA Security Requirements for SaaS/Customed Developed Systems found at Exhibit D of the RFP.

EXHIBIT B

PRICE

CONTACT VALUE for Five (5) Year Period Not-To-Exceed (NTE) \$108,138,479.48

EXPLANATION OF PRICE AND PAYMENT:

- All Pricing must be Tax Exempt and based on USD.
- UTA will require that all invoice payments be made through ACH transfer.
- Payment Terms will be Net30 unless otherwise specified.
- Invoices to be volume-adjusted to a temperature of 60 degrees F. (All invoices must match generated report from UTA's Franklin-INCON Fuel System).
- All Price Rates and applicable Discounts are based on the Daily OPIS Rack "RACK AVERAGE" price listing as the cost to UTA.
- All Pricing and Payments will be based on "Net" Gallons for fuel deliveries as indicated on the Fuel Contractor's Bill-of-Lading (BOL) and must reflect the same "Net" Gallon quantities on applicable Invoicing.
- All fuel must come off the Salt Lake City Rack Pricing. Fuel brought in from out of state is not acceptable.
- To calculate No. 2 'RED' Diesel price rates - Contractor must use the daily OPIS Wholesale Racks Report, under ** OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES** Rack Average 'RACK AVG' No.2 to establish and base its price offer to UTA.
- To calculate Unleaded Gasoline 87 Octane 10% Ethanol price rates – Contractor must use the daily OPIS Wholesale Racks Report under **OPIS GROSS CBOB EHTANOL (10%) PRICES ** 7.8RVP Middle grade 'Mid' to establish and base its price offer to UTA.
- Contractor must list separately its Delivery (Freight) Charge. Priced per gallon.
- Contractor to list separately any applicable Payment Discount offered (%) for ACH Payments Net10.
- Price Rates must be based per gallon by site location. Reference UTA's Estimated Usage Chart.
- Seller shall not pass Pump Fees or Split Load Fees to UTA

Note: all pricing shall be F.O.B. Destination – UTA and shall include the Utah Environmental Response Surcharge (UST) (currently estimated at \$0.0065), the Federal Excise-UST-DSL tax (currently estimated at \$0.243 Diesel & \$0.184 Gasoline), and the State surcharge fees (currently estimated at \$0.365 for both Diesel & Gasoline) as well as any transportation charges.

Since UTA is tax-exempt, please price fuel according to appropriate IRS regulations for tax-exempt fuel (red-dyed).

UTA will pay based on the Fuel Contractor's Bill-of-Lading (BOL) in "Net" gallons.

EXHIBIT B

PRICE FORM (Continued pg2of2)

Pricing is to be based on the Daily OPIS Wholesale Racks Report for "RACK AVERAGE" listing. Price Rate is (+) or (-) of the OPIS "RACK AVERAGE" report posting as a cost to UTA. (see Price Form Instructions above for details)

All fuel must come off the Salt Lake City Rack Pricing. Fuel brought in from out of state is not acceptable.

Rack Average Mid for Unleaded/Ethanol(10%) Fuel and Rack Average No. 2 for Red Dye Diesel.

DIESEL FUEL			
PRODUCT - OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES	SALT LAKE CITY* COST PER GALLON	OGDEN COST PER GALLON	PROVO COST PER GALLON
DIESEL FUEL, TYPE 2, ULS, RED DYE PER GALLON	\$ (0.095)	\$ (0.095)	\$ (0.095)
DELIVERY CHARGE (FREIGHT) PER GALLON	\$ 0.0209	\$ 0.0243	\$ 0.0348
NET PER GALLON	\$ (0.074)	\$ (0.071)	\$ (0.060)
**PAYMENT DISCOUNT PERCENTAGE WITH ACH PAYMENT NET 10	1%	1%	1%
FUEL SUPPLIER	Holly Frontier	Holly Frontier	Holly Frontier
MINIMUM ORDER QUANTITY	8,000	8,000	8,000
GASOLINE/ETHANOL FUEL			
PRODUCT - OPIS GROSS CBOB ETHANOL(10%) PRICES	SALT LAKE CITY* COST PER GALLON	OGDEN COST PER GALLON	PROVO COST PER GALLON
UNLEADED FUEL PER GALLON	\$ (0.075)	\$ (0.075)	\$ (0.075)
DELIVERY CHARGE (FREIGHT) PER GALLON	\$ 0.0209	\$ 0.0243	\$ 0.0348
NET PER GALLON	\$ (0.054)	\$ (0.051)	\$ (0.040)
**PAYMENT DISCOUNT PERCENTAGE WITH ACH PAYMENT NET 10	1%	1%	1%
FUEL SUPPLIER	Holly Frontier	Holly Frontier	Holly Frontier
MINIMUM ORDER QUANTITY	8,000	8,000	8,000

* Includes Meadowbrook, Riverside, Central (Depot District) and Warm Springs Divisions

** The Discount Percentage will be calculated based on the Proposer's fuel price rate and applied prior to the Delivery (Freight Charge)