

UTAH TRANSIT AUTHORITY

## **GOODS AND SERVICES SUPPLY AGREEMENT**

**UTA CONTRACT # 24-03906BCM  
OPERATIONS & MAINTENANCE AGREEMENT  
Depot District Compressed Natural  
Gas (CNG) Fueling Station**

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 Trillium Transportation Fuels, LLC, a limited liability company, located at 2929 Allen Parkway, Ste 4100, Houston, TX 77019 (the “Contractor”).

### **RECITALS**

WHEREAS, on November 25, 2024, UTA received a quote to provide Compressed Natural Gas (CNG) Facility Operation, Monitoring and Maintenance (O&M) Services support for the UTA Depot District CNG bus fleets’ fueling station and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) and

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

WHEREAS, the Operations, Monitoring and Maintenance Agreement submitted by the Contractor was deemed to be the most advantageous to UTA; and

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

### **AGREEMENT**

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

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

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Scope of Work of Contractors Services) (including performing any installation, testing commissioning and other Services described in the Contract).

## 2. **TERM**

This Contract shall commence upon the last signature date as indicated on the signature (pg#19). The Contract shall remain in full force and effect, for purchases of Goods and Services listed above, during a Two (2) year period expiring approximately February 27, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to three additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

## 3. **COMPENSATION AND FEES**

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 unless otherwise agreed in writing.

## 4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, , 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 SOLE SOURCE 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 prior request, UTA's representative shall be provided access to Contractor's facilities during Contractor's normal business hours 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 but no less than thirty (30) days, 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. Invoice UTA monthly per actual Therm of CNG consumed at the utility meter, as repayment for the Contractor's Facility O&M service costs (i.e., overhead, consumables, scheduled and unscheduled repairs, rebuilds, operation, maintenance, overhead and profit) associated with CNG production.
- b. 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](mailto: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
- c. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com). Invoices not submitted electronically shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- d. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [ap@rideuta.com](mailto:ap@rideuta.com).

## 9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of **one (1) year** from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are

defective or in any way fail to conform to the Contract requirements. Ordinary wear and tear is excluded from this warranty. Any damages caused by a force majeure event or damages caused by UTA or its agents are also excluded from this warranty.

- 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. CONTRACTOR MAKES NO OTHER WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, CONCERNING THE GOODS AND SERVICES, IT BEING THE INTENTION OF CONTRACTOR AND UTA TO NEGATE EXPRESSLY AND TO EXCLUDE ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE EQUIPMENT, AND ANY OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY LAW. 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**

Contractor shall grant a license for UTA to use any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, models and samples. Such deliverables, 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. Proprietary documents, software or techniques of any kind ("Intellectual Property") that may be used in conjunction with the Goods or Services provided under this Agreement shall not become the property of UTA if it was developed by Contractor. UTA is not allowed to publish or otherwise share such Intellectual Property with third parties. All intellectual property rights of Contractor in the equipment, materials, services, programs, processes and all other matters related to the equipment, Goods or Services provided hereunder shall remain the sole property of Contractor. All ideas, discoveries, inventions, computer programs, developments, original works of authorship, systems documentation, trade secrets, and technical know-how that are conceived, devised, invented, developed or reduced to practice or tangible medium by Contractor, its contractors or employees, whether individually or jointly with others, that relate, indirectly or directly, to the equipment, Goods or Services provided hereunder, shall be the sole property of Contractor, and, except as may be provided in this Contract, Contractor shall have no obligation to assign or to cause any of its contractors or employees to assign any of Contractor's rights therein to UTA or any other party.

## 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 Indemnatee, Contractor’s indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers’ compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the negligence or willful misconduct of UTA or the Indemnitees.

## 12. INSURANCE REQUIREMENTS

### **Standard Insurance Requirements**

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

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

#### 1. Commercial General Liability – Occurrence Form

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

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

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

## 2. Automobile Liability

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

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

## 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability

Each Accident	\$100,000
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Disease – Each Employee	\$100,000
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Disease – Policy Limit	\$500,000
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- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability

purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

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

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

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

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less



than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

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

### 13. **OTHER INDEMNITIES**

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

- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

- d. Consultant shall be responsible for and direct all Work performed by subcontractors.

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](http://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. **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](http://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.

19. **ASSIGNMENT OF CONTRACT**

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

20. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to

compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

## 21. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT**: If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor thirty (30) 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 reasonable 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 pursuant to this Section, Contractor shall remain available, for a period not exceeding 30 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 Work;
- 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) Contractor'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 Contractor 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. Contractor shall not be required to perform any work that is the subject of a Change Order prior to the execution by both parties of the Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor 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 Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in work, Contractor must give UTA's Project Manager or designee written notice stating:

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor 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 Contractor'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 or UTA without consent in writing from the other party. If confidential information is released to any third-party without the disclosing party's written consent as described above, the receiving party shall notify the disclosing party of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by the disclosing party.

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, and
4. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

**NOTWITHSTAND THE ABOVE, THE PARTIES ACKNOWLEDGE THAT UTA IS SUBJECT TO UTAH'S GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT AND WILL BE REQUIRED TO COMPLY THEREWITH.**

## 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 Christopher Eisert 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) 237-1967.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brent Miller, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3009

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:

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

If to Contractor:

Trillium Transportation Fuels, LLC  
ATTN: Legal Department  
2929 Allen Parkway, Ste 4100  
Houston, TX 77019  
[morris.collie@musketcorp.com](mailto:morris.collie@musketcorp.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:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Brent Miller/Contractor's Lisa M. Swedler	Five calendar days
UTA's Patrick Preusser/Contractor's Ryan Erickson	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through mediation then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. **GOVERNING LAW**

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



32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by laws, regulations or acts of duly constituted governmental authority, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, events similar to those of September 11, 2001, war, blockades, insurrections, , riots, epidemics, pandemics, , landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, freezing of wells, equipment or lines of pipe, electrical power outages, failure of any governmental entity, agency or official to timely furnish Contractor or UTA with any required permit or approval and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming force majeure and which by the exercise of due diligence such party is unable to prevent or overcome. Either party 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 6, 8, 9, 10, 11, 12, 14, 16, 17, 18, 20, 22, 23, 24, 29, 30, 31, and 39.

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 \_\_\_\_\_

DocuSigned by:  
By Mike Bell Date 12/23/2024  
70E33A415BA44F6...  
UTA Legal Counsel

**CONTRACTOR:**

DocuSigned by:  
By Ryan Erickson Date 12/23/2024  
06C8AD1E76934AE...

Name Ryan Erickson

Title VP

By \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK FOR CONTRACTOR'S SERVICES**

#### **A. General Requirements**

##### **1 Project Overview**

UTA's CNG Fueling Facility provides CNG product to two CNG dispensers for bus fueling at two fueling lanes in the Fuel and Fare Collection Building of the UTA Depot District Service Center Facility. The CNG Fueling Facility fuels two buses simultaneously each with 5480 standard cubic feet (SCF) of CNG with a connected fill time of 6.8 minutes per bus, including contribution from CNG buffer that is accumulated during a two-minute dwell time between each bus-fueling event. The CNG Facility provides CNG for up to 200 40', 45' and 60' articulated CNG- fueled buses.

Contractor will provide a comprehensive operations and maintenance (O&M) service support to UTA's CNG fuel Facility. The ongoing O&M services provided by the Contractor will be paid based on a firm-fixed unit rate schedule, per Therms of CNG fuel that is dispensed, and that varies with actual monthly throughput, per the CNG Contractor's completed Excel-based price bid form. The Contractor shall be solely responsible for the O&M of all equipment provided through the term of the O&M contract agreement. UTA will pay CONTRACTOR a service charge (the "Service Charge") equal to a per unit rate multiplied by the number of units dispensed at the CNG Fueling Station in the previous month. On each Anniversary of the Effective Date the per unit rates will be automatically adjusted to reflect any increases or decreases in the National Consumer Price Index for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics as Series Id#: CUUR0000SA0 (the "CPI").

##### **2 Site Location**

All related equipment and components shall be contained within the space and location of UTA's current CNG facility located at:

Utah Transit Authority – Depot District Facility

716 W. 300 S.

Salt Lake City, UT 84104

### **3 Intent of The Contract**

The contract is for operations and maintenance (O&M) service support of UTA's CNG fuel facility and equipment for a period of two (2) years. UTA may, at its sole election and in its sole discretion, extend the initial term for up to three additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The contract period may be further extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The O&M service will be for all-inclusive turnkey maintenance, which includes all preventative and remedial maintenance, warranty service support, parts, and consumables needed for the normal operations of the CNG equipment and based on UTA's operational requirements. The Contractor shall make itself aware of existing site conditions and provide Operations and Maintenance (O&M) services and parts necessary to maintain daily operations of UTA's CNG fueling facility and prevent runoff of hazardous or waste material to any storm sewer or drainage inlet.

### **4 Optional Operations and Maintenance**

CNG Contractor shall provide all maintenance as required to keep the Facility fully functional in accordance with these Requirements, including all labor, consumables, repair, rebuild and replacement costs for all planned and unplanned service of the CNG Facility. O&M scope shall include all weekly, monthly, and annual service as required and recommended by the manufacturers of the systems and components being provided by the CNG Contractor. Maintenance shall also include handling and on-site storage of all waste generated during O&M activities in full compliance with all federal, state, and local laws. Waste will be disposed of offsite by UTA.

Interface With UTA. CNG Contractor shall coordinate all such activities with UTA such that impact to UTA's normal activities are minimized. The CNG Contractor shall provide UTA with Internet access to the remote monitoring information and any on-site cameras installed, the twenty-four (24) hour dispatch # 1-800-920-1166 and contact information of the responsible technicians.

Exceptions. The only costs associated with maintenance and operation of the Facility that are not the responsibility of the CNG Contractor are those related to damage, neglect or misuse not caused or controlled by the CNG Contractor, such as a dispenser drive-away by an UTA's driver or a force majeure event.

Reporting of PM and O&M Activities. CNG Contractor shall submit to UTA's Project Manager, every three months, records of all scheduled and unscheduled maintenance and repairs

performed on the Facility. Contractor shall submit maintenance records through the term of the contract, and shall include reports on any failures, accidents, and other significant events. In case any component or system fails repetitively or affects safety or critical operations, at the request of UTA, the failure or failed component(s) shall be submitted for failure analysis by the respective manufacturer(s) or an unaffiliated failure analysis firm at the CNG Contractor's expense.

Timing of PM Service. CNG Contractor shall perform required PM services 24 hours a day, seven days a week, as may be required to ensure the specified fueling performance. CNG Contractor may perform scheduled and unscheduled maintenance and repairs at his discretion, provided that facility's fueling function, and vehicle-yard circulation are not impacted.

Permits and Fees. CNG Contractor shall be responsible for identifying, maintaining, and paying all ongoing permits, fees and taxes associated with operation of the Facility.

Callout Service.

- Critical Service. Critical-service problems (which prevent bus fueling, disable a safety system, or cause a natural gas leak) or that otherwise impact the ability of buses to meet scheduled rollout, must be responded to by CNG Contractor immediately
- Non-Critical Service. Non-critical service problems must be responded to by CNG Contractor within 4 hours of notification, and successful repairs performed within 24 hours, contingent on reasonable availability of parts.

Software. The right and license to use software needed to operate and maintain the facilities shall be transferred to UTA at no additional cost excluding source code, along with all Facility maintenance records and electronic records, and files upon termination of the Contract.

Security Features. The CNG Contractor must have a high level of cyber security and have a unique URL for UTA. 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. **Supplier's Proposed solution must comply with UTA Security Requirements for SaaS/Customized Developed Systems found at Exhibit C of this RFP. Proposer's Technical Proposal must include objective evidence that demonstrates compliance with UTA's Security requirements for SaaS/Customer Development Systems.**

## 5 General Requirements

- a. Provide comprehensive operation and maintenance (O&M) services to include all scheduled and unscheduled repairs, as well as all maintenance, consumables, parts and labor as required to maintain the performance of the equipment in compliance

- with these Requirements. However, the Contractor shall not be responsible for damages caused by UTA or its agents, such as dispenser-hose drive-aways or damages from force majeure events.
- b. Provide a 12-month warranty on all design, parts, material and labor provided by Contractor to UTA for the CNG Facility.
  - c. Invoice UTA monthly per actual Therm of CNG consumed at the utility meter, as repayment for the Contractor's Facility O&M service costs (i.e., overhead, consumables, scheduled and unscheduled repairs, rebuilds, operation, maintenance, overhead and profit) associated with CNG production. O&M price charged to UTA by the CNG Contractor shall be consistent with the O&M firm-fixed-rate schedule in the Contract. CNG Contractor will be responsible for and pay all operating costs, as well as all applicable taxes and fees. UTA does not guarantee any minimum CNG throughput per month or any other period. The supply and cost of electrical power and of the natural gas commodity shall not be included under this Contract.
  - d. Electrical Power. The Depot District Fuel and Fare Collection Building site will have one electrical service, backup generator and main switchboard (MSB), which will be provided and installed by the Fuel and Fare Collection Building contractor, and will be located immediately north of the CNG- equipment area. The MSB will include a 1600A / 480V breaker and feeder dedicated to the CNG system. The Contractor shall maintain service support for all wiring, conduit, loads and circuit protection downstream of the 1600A breaker.
  - e. Contractor shall make itself aware of site features that are in the vicinity of the CNG equipment. These items include water-detention area, electrical gear, grading for the future petroleum equipment area, CNG-line trench to fueling building, fueling-building structure, and equipment installed in the fueling building.

## **EXHIBIT B**

### **PAYMENT & PRICE RATE SCHEUDLE**

**PAYMENT:**

UTA will pay CONTRACTOR a service charge (the "Service Charge") equal to a per unit rate multiplied by the number of units dispensed at the CNG Fueling Station in the previous month.

**CONTRACT VALUE for Two (2) Year Period = \$641,584.00**

**EXPLANATION OF PRICE:** The price rate value shall be based on the National Consumer Price Index for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics as Series Id#: CUUR0000SA0 (the "CPI") per Therm for operations & maintenance services, including all materials, labor, profit and overheads at for CNG facility. Includes consumables, scheduled and unscheduled repairs, taxes, insurances, management, telecommunication, and related expenses, but excludes all costs for gas and electrical power. Billing to UTA shall be calculated each month by determining the price column per actual cumulative Therms consumed as billed by UTA's utility company and multiplying that per-Therm price by the actual cumulative Therms consumed by UTA's CNG facility.

**PRICE RATE ESCALATION:** On each Anniversary of the Effective Date the per unit rates will be automatically adjusted to reflect any increases or decreases in the National Consumer Price Index for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics as Series Id#: CUUR0000SA0 (the "CPI").

**PRICE RATE SCHEDULE**

Pricing & Volumes below are estimated calculations and averages based on UTA's projected average CNG usage in Therms per month and are subject to change based on UTA's actual consumptions of CNG Fuel.

Refer to the Definitions and Comments section for each respective Line# that further defines the formulas and information used to calculate Pricing & Volumes.



**Two (2) YEAR O&M COSTS FOR CNG FUELING SYSTEMS AT UTA DEPOT DISTRICT  
SERVICE CENTER**

28	<b>Schedule of Possible Throughput Levels of CNG Dispensed Monthly</b>	<b>Therms per month</b>			<b>40,000</b>	<b>50,000</b>	<b>60,000</b>	<b>70,000</b>	<b>80,000</b>	<b>90,000</b>	<b>100,000</b>	120,000
29	Weight factor for likelihood of encountering listed throughput level	100%			0%	0%	10%	40%	40%	5%	5%	

<b>30</b>	<b>Operation &amp; Maintenance costs for CNG system</b>	<b>\$/Therm</b>			<b>0.44012</b>	<b>0.39459</b>	<b>0.37941</b>	<b>0.36423</b>	<b>0.34905</b>	<b>0.33008</b>	<b>0.32059</b>	<b>0.31111</b>
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31	Extended cost at each monthly throughput level (Contractor's comprehensive costs for CNG O&M services)	\$/month			17,605	19,729	22,764	25,496	27,924	29,707	32,059	
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32A	Weighted average cost for O&M services across all throughput levels (unweighted)	\$/Therm	0.3577
32B	Weighted average cost for O&M services across all throughput levels (weighted to most likely throughput levels)	\$/Therm	0.3541

33	Average annual cost for O&M services (weighted to most likely throughput levels)	\$/year	320,792
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34	<b>Projected simple cost of CNG O&amp;M services at Facility for 2-year contract term</b>	\$/contract	<u>\$641,584</u>
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**Schedule-1 Price Proposal Notes:**

<b>Line</b>	<b>Definitions and Comments</b>
28	Range of possible monthly throughput levels of CNG fuel in Therms dispensed to UTA-owned NGVs that may occur at the facility in any month of the contract term. Number in each column is the minimum for that range, i.e. the first column in Line 28 represents the usage range from 20,000-46,666 Therms per month, and the second column in Line 28 represents the range from 46,667-73,332 Therms per month.
29	Weighting of likelihood that a given throughput level will be encountered, as determined by UTA.
30	Contractor's charge per Therm for operations & maintenance services, including all materials, labor, profit and overheads at for CNG facility. Includes consumables, scheduled and unscheduled repairs, taxes, insurances, management, telecommunication, and related expenses, but excludes all costs for gas and electrical power. Values shall be adjusted annually and cumulatively by the Consumer Price Index (CPI) for All Urban Consumers, U.S. City Average (All Items; 1982-84=100) as issued by the US Department of Labor. Contractor's billing to UTA shall be calculated each month by determining the price column per actual cumulative Therms consumed as billed by utility company and multiplying that per-Therm price by the actual cumulative Therms consumed by the facility.
31	Extended monthly cost for O&M services, based on the throughput and unit pricing from each column. Calculation: [value from Line 28 x value from Line 29].
32A	Average cost per Therm of CNG for O&M services, unweighted. Calculation: $=(\text{SUM}(D9:J9)/(\text{SUM}(D4:J4)))$ .
32B	Average cost per Therm of CNG for O&M services, weighted to most likely throughput levels as determined by UTA. Description: (sum of extended monthly cost @ throughput level x weight factor) ÷ (sum of monthly throughput level x weight factor). Calculation: $=[(D9*D5)+(E9*E5)+(F9*F5)+(G9*G5)+(H9*H5)+(I9*I5)+(J9*J5)] / [(D4*D5)+(E4*E5)+(F4*F5)+(G4*G5)+(H4*H5)+(I4*I5)+(J4*J5)]$ .
33	Average annualized cost for O&M services, including <b>weighting towards</b> most likely throughput levels Therms per month. Description: (sum of monthly throughputs x weight factors) ÷ (product of sum of weight factors x unweighted price per Therm) x 12 months. Calculation: $=((((D4*D5)+(E4*E5)+(F4*F5)+(G4*G5)+(H4*H5)+(I4*I5)+(J4*J5))/C5*D12))*12$ .
34	Simple value of years 1-2 of estimated Owner costs for O&M service costs. Description: summary annual cost for year 1 x 2.

## **EXHIBIT C**

### **SECURITY REQUIREMENTS FOR SaaS/Custom Development Systems**

#### **1 Requirements: General**

The following requirements are a guideline for the security requirements of any Software as a Service (SaaS) cloud solution, or custom developed system(s) requested by the Utah Transit Authority “UTA” for use within its corporate or OT/ICS networks. Any proposal submitted should be compliant with industry and/or government standards that govern cybersecurity processes and controls based, at a minimum, on NIST 800-53 current revisions.

##### **1.1 Disaster Recovery and Data**

The following requirements apply to the Contract:

###### **1.1.1 Redundancy, Data Backup and Disaster Recovery**

- A. Unless specified otherwise in the RFP, Contractor/Supplier/Supplier shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard Agency data and other confidential information, Contractor/Supplier/Supplier’s processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor/Supplier’s obligations under this provision.
- B. The Contractor/Supplier shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/Supplier/sub-Contractor/Supplier’s operations (), however caused.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored in compliance with the DR plan instructions.

###### **1.1.2 Data Export/Import**

- A. The Contractor/Supplier shall, at no additional cost or charge to the Agency, in an industry standard/non-proprietary format:
  - 1) perform a full or partial import/export of Agency data within 24 hours of a request; or
  - 2) provide to the Agency the ability to import/export data at will and provide the Agency with any access and instructions which are needed for the Agency to import or export data.

B. Any import or export shall be in a secure format per the Security Requirements.

### **1.1.3 Data Ownership and Access**

A. Data, databases, and derived data products created, collected, manipulated, or directly purchased as part of an RFP are the property of the Agency. The purchasing Agency department is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate Agency statutes and regulations.

B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the Agency's written request.

C. The Contractor/Supplier shall limit access to and possession of Agency data to only Contractor/Supplier Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor/Supplier Personnel on the confidentiality obligations set forth herein.

D. At no time shall any data or processes – that either belong to or are intended for the use of the Agency or its officers, agents or employees – be copied, disclosed or retained by the Contractor/Supplier or any party related to the Contractor/Supplier for subsequent use in any transaction that does not include the Agency.

E. The Contractor/Supplier shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such service.

**1.1.4** Provisions in **Sections 1.1.1 – 1.1.3** shall survive expiration or termination of the Contract. Additionally, the Contractor/Supplier shall flow down the provisions of **Sections 1.1.1-1.1.3** (or the substance thereof) in all subcontracts.

## **2 Security Requirements**

### **2.1.1 Information Technology**

A. Contractor/Supplier shall comply with and adhere to the Relevant Agency IT Security policies and/or procedures and Standards. These policies may be revised from time to time and the Contractor/Supplier shall comply with all such revisions. Updated and revised versions of the

Agency IT Policy and Standards are available upon request after appropriate Non- disclosure Agreement (NDA) has been filed.

B. The Contractor/Supplier shall not connect any of its own equipment to an Agency LAN/WAN without prior written approval by the Agency. The Contractor/Supplier shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the Agency to connect Contractor/Supplier-owned equipment to an Agency LAN/WAN.

The Contractor/Supplier shall:

- 1) Implement administrative, physical, and technical safeguards to protect Agency data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 2.1.2**).
- 2) Ensure that all such safeguards, including the way Agency data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- 3) The Contractor/Supplier, and Contractor/Supplier Personnel, shall (i) abide by all applicable federal, Agency and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the Relevant Agency IT Security policies and/or procedures and Standards as each may be amended or revised from time to time.

### **2.1.2 Data Protection and Controls**

A. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework.

B. To ensure appropriate data protection safeguards are in place, the Contractor/Supplier shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor/Supplier may augment this list with additional controls):

- 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or

training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.

2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/Supplier's system configuration files.

3) Ensure that Agency data is not comingled with non-Agency data through the proper application of compartmentalization Security Measures.

4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor/Supplier is responsible for the encryption of all Sensitive Data.

5) For all Agency data the Contractor/Supplier manages or controls, data encryption shall be applied to such data in transit over untrusted networks.

6)

7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards.

8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The UTA shall have the right to inspect these policies and procedures and the Contractor/Supplier or Subcontractor/Supplier's performance to confirm the effectiveness of these measures for the services being provided under the Contract.

9) Ensure system and network environments are separated by properly configured and updated firewalls.

10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.

- 11) By default “deny all” and only allow access by exception.
- 12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 13) Redacted
- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current PCI-DSS or similar standard including specific requirements for password length, complexity, history, and account lockout.
- 15) Ensure Agency data is not processed, transferred, or stored outside of the United States (“U.S.”). The Contractor/Supplier shall provide its services to the Agency and the Agency’s end users solely from data centers in the U.S. Unless granted an exception in writing by the Agency, the Contractor/Supplier shall not allow Contractor/Supplier Personnel to store Agency data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor/Supplier shall permit its Contractor/Supplier Personnel to access Agency data remotely only as required to provide technical support.
- 16) Ensure Contractor/Supplier’s Personnel shall not connect any of its own equipment to an Agency LAN/WAN without prior written approval by the Agency, which may be revoked at any time for any reason. The Contractor/Supplier shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the Agency to connect Contractor/Supplier-owned equipment to a Agency LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor/Supplier shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service’s security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The UTA shall have the right to inspect these policies and procedures and the performance of

vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

### **2.1.3 PCI Compliance (Redacted) .**

#### **2.1.4 Security Incident Response**

A. The Contractor/Supplier shall notify the UTA in accordance with **Section 2.1.4A-D** when any Contractor/Supplier system that may access, process, or store Agency data or Agency systems experiences a Security Incident, or a Data Breach as follows:

- 1) notify the UTA within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, UTA chief information officer and UTA chief information security officer;
- 2) notify the UTA within twenty-four (24) hours if there is a threat to Contractor/Supplier's Solution as it pertains to the use, disclosure, and security of Agency data; and
- 3) provide written notice to the UTA within one (1) Business Day after Contractor/Supplier's discovery of unauthorized use or disclosure of Agency data and thereafter all information the Agency or UTA requests concerning such unauthorized use or disclosure.

B. Contractor/Supplier's notice shall identify:

- 1) the nature of the unauthorized use or disclosure;
- 2) the Agency data used or disclosed,
- 3) who made the unauthorized use or received the unauthorized disclosure;
- 4) what the Contractor/Supplier has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- 5) what corrective action the Contractor/Supplier has taken or shall take to prevent future similar unauthorized use or disclosure.

6) The Contractor/Supplier shall provide such other information, including a written report, as reasonably requested by the Agency.

C. The Contractor/Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract.



Discussing Security Incidents with the Agency should be handled on an urgent as- needed basis, as part of Contractor/Supplier communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

D. The Contractor/Supplier shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Agency data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the UTA and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### **2.1.5 Data Breach Responsibilities**

A. If the Contractor/Supplier reasonably believes or has actual knowledge of a Data Breach, the Contractor/Supplier shall, unless otherwise directed:

- 1) Notify the appropriate Agency-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
- 2) Cooperate with the Agency to investigate and resolve the data breach;
- 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
- 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.

B. (Redacted)

### **2.1.6 (Redacted)**

**2.1.7** Provisions in **Sections 2.1.1 – 2.1.6** shall survive expiration or termination of the Contract. Additionally, the Contractor/Supplier shall flow down the provisions of **Sections 2.1.1- 2.1.6** (or the substance thereof) in all subcontracts.

2.2 SOC 2 Type 2 Audit Report (Redacted)