



# INVITATION FOR BID

## ADDENDUM 1

### Cover Sheet

General Information	
Project Name	JD Edwards EnterpriseOne 9.2 UN6 Support
Project Description	UTA is seeking a third-party vendor to provide ongoing system support of the current JD Edwards EnterpriseOne 9.2.8.2 system.
Project Start Date/Length	As soon as awarded
Contract Type	IFB
UTA Project Manager	Alisia Wixom
Funding Source	<input checked="" type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
DBE Goal	N/A
Procurement Process Information	
IFB No.	25-03935
Contract Administrator	Jenny Dang 669 West 200 South Salt Lake City, Utah 84101 (801) 287-399 jdang@rideuta.com
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.
IFB Schedule:	
A) Issue Invitation to Bid	January 30, 2025, 1:00 pm
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	February 4, 2025, 1:00 pm
C) Last day for UTA to issue addenda and clarifications	February 5, 2025
D) <b>Deadline to submit bids</b>	<b>February 10, 2025, 2:00 pm</b>
Included as part of this IFB	
Part 1 – Project Specific Information	
Part 2 – Procurement Process Information	
Part 3 – Standard Solicitation Terms	
Part 4 – Standard Contract Terms / Sample Contract	
Part 5 – Forms	
Exhibit A – Bid Sheet	

<b>Bid Contents</b>	
Page Limit Cover pages, table of contents, divider tabs, resumes, the Bid Sheet, and required forms do not count toward the page limit.	3 pages
Submittal Instructions <ul style="list-style-type: none"><li>• One (1) electronic copy of the technical bid and one electronic copy of the bid sheet, each in pdf format, shall be uploaded to Bonfire on or before the deadline referenced above. See Part 3 of this IFB for further instructions.</li></ul>	
Required Forms To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:	
Signed Bid Forms and Declarations	



# INVITATION FOR BIDS

## Part 1 – Project information

### 1.0 BACKGROUND

Established in 1970, UTA has become a multi-modal transportation leader that is 100-percent accessible with light rail vehicles (TRAX), commuter rail cars (FrontRunner), and both Fixed Route and Paratransit buses.

UTA's mission statement: "Utah Transit Authority provides integrated mobility solutions to service life's connections, improve public health and enhance quality of life."

UTA's history with the JD Edwards software began in 1999, when we implemented the XE release of JD Edward Software. UTA went live in the spring of 2000 with the financial, purchasing, and maintenance modules. The payroll and HR modules were implemented in 2002 with a go live on January 1st of 2003. Then in 2004, UTA upgraded the software to release 8.0, and to 9.0 in 2012. The Real Estate Module was implemented in 2013. The Time & Labor module was implemented in 2016. UTA is currently using version 9.2 with Tools version 9.2.8.2

### 2.0 INTRODUCTION

Utah Transit Authority (UTA) seeks a third-party firm to provide ongoing system support of the current JD Edwards EnterpriseOne 9.2.8.2 system. UTA is currently using multiple modules as well as third party software. These are integrated with our ERP EnterpriseOne 9.2 systems in multiple environments.

### 3.0 OBJECTIVE

UTA proposes to retain a highly qualified firm to provide the services described herein. Firms and team members with significant experience in projects with similar characteristics will be given prime consideration for this project. While UTA has some internal JDE resources that can assist, the retained consultant will be expected to develop a project plan if needed, assign appropriate resources, and assist with much of the testing.

#### 4.0 CONTRACT PERFORMANCE

Anticipated Project Schedule: March 1, 2025 –February 28, 2026.

Contract Length: One year with Two (2) one-year options.

#### 5.0 SCOPE OF SERVICES

While UTA’s main office is located at 669 West 200 South, SLC UT, the consultant may access the system via VPN. The Consultant must be available from 7:00 am to 7:00 pm Monday – Friday, with frequent after hours and weekend work. Hours will be determined by the type of work being performed.

**Only Vendors with previous experience UTA’s JD Edwards System will be considered for award.**

The selected Firm must have experience with JD Edwards EnterpriseOne 9.2 UN6/Release 24 and DSI. Including at a minimum:

#### Required Responsibilities:

1. As needed support for UTA’s Cloud Inventory (formerly DSI)
2. Quarterly Security Patching
3. Aide in addressing current system customizations and reversing customizations to implement standard JDE Functionality.
4. General Training and Support.
5. ESU Installation
6. CNC / Functional Assistance for General Accounting, Payroll, Accounts Payable, Human Resources, Purchasing, Inventory

#### **Estimated Breakdown**

Scope	Projected Hours Month	Yearly Project Hours (March 2025 – Feb 2026)
As needed support for UTA’s Cloud Inventory (Formerly DSI)	8 hours month	72 hours
Quarterly Patch Installation*	15 hours month	135 hours
Promoting Packages into Production*	3 hours month	27 hours
Functional / General Support *	35 hours month	315 hours
		<b>549 total hours</b>

\*Many support activities will occur after UTA Business hours, and in some cases will not occur until 2:00am Mountain Standard Time.

**Please note that the scope listed above is simply an estimate and may change based on the needs of UTA's I.T. Department. The Enterprise Applications Manager or Enterprise Applications Supervisor may reallocate hours to other projects or other priorities. The estimate should be based on a total of 549 hours.**

The firm shall bill the client only for the actual hours worked each month, acknowledging that the usage of the firm's services may vary, with some months having higher usage and others lower.

It is not anticipated that traveling onsite will be needed with this contract.

## **6.0 SERVICE EXPECTATIONS**

1. **Priority One Incidents:** The firm shall ensure a response time of one (1) hour for any Priority One (P1) incident. A P1 incident is defined as a critical system outage affecting all users. The response time for P1 incidents is estimated to be less than ten percent (10%) of the total hours allocated under this contract.
2. **DSI Outages:** Any DSI outage shall be classified as a "high" priority item for UTA. The firm shall ensure a response time of three (3) hours for such outages. The response time for DSI outages is estimated to be less than ten percent (10%) of the total hours allocated under this contract.
3. **Other Activities:** All other activities shall be scheduled with the firm. UTA requires a response time of twenty-four (24) hours for these activities.

## **7.0 PRICING / COST**

This is a qualified low bid solicitation. UTA reserves the right to award this to the lowest hourly rate from a responsive and responsible Vendor who meets the minimum specifications listed above. Please see Exhibit A for Bid Sheet.



## INVITATION FOR BIDS

### Part 2 – Procurement Process Information

This procurement will be an Invitation for Bids (IFB). Award will be made to the lowest Responsive and Responsible bidder. Low bid shall be determined by the bid price of the parts/service, if applicable.



# INVITATION FOR BIDS

## Part 3 – Standard Terms of Solicitation

### 1.1 INSTRUCTIONS TO BIDDERS

#### 1.1.1.1 Submission of Bids.

Bids must be uploaded to Bonfire by the “bid ends” date and time listed on Bonfire. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Log onto Bonfire at [utah.bonfirehub.com](http://utah.bonfirehub.com); if you have already registered, login and search by Utah Transit Authority or the IFB number.

If you need to create an account, please select “Create Account” and then you can search UTA or the IFB number identified on the Cover Page. If you need assistance, please email the Utah Supplier Portal Support at [support@gobonfire.com](mailto:support@gobonfire.com). Instructions to Bidders are included in the IFB documents.

#### 1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all bids must meet. Failure to submit bids in accordance with this IFB will render the bid non-responsive. UTA may waive immaterial errors in a bid at its discretion and as permitted by applicable law.

#### 1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA’s Procurement Standard Operating Procedures (SOPs), bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the bid includes information that the Bidder believes constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively “Business Confidential Information”), then the Bidder must follow the procedure set forth in UCA §63G-6a-309.

**Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:**

- a) Clearly mark all Business Confidential Information as such in its bid at the time the bid is submitted and include a cover sheet stating, “DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page

which has been so marked;

- b) Include a statement with its Bid justifying the Bidder's determination that certain records are Business Confidential Information for each record so defined;
- c) In addition to the bid uploaded to Bonfire, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the bid "Public Copy." If a Bidder uploads a bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its bid; and
- d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA's cancellation or termination of this procurement or award and subsequent execution of the contract. In submitting a bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after the award of the contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

#### **1.1.1.4 Submitting Questions to UTA**

Questions must be submitted via the Bonfire Q&A page before the end of the Question-and-Answer period. UTA's answers to timely questions will be posted on the Bonfire Q&A page.

#### **1.1.1.5 Requests for Approved Equals or Changes**

Whenever a brand, manufacturer, or product name is indicated in this IFB, is included only for the purpose of establishing identification and providing a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, "Requests") must be submitted via the Bonfire Q&A page before the end of the Question-and-Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA's responses to timely Requests will be posted to the Bonfire Q&A page.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder shall notify UTA of any inappropriate brand name, component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration.



UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

#### **1.1.1.6 Addenda to the Invitation for Bids**

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the Bonfire Q&A page.

#### **1.1.1.7 Multiple or Alternative Bids**

Submission of multiple or alternative bids, except as specifically called for in the IFB, may render all such bids non-responsive and may cause the rejection of some or all of such bids.

#### **1.1.1.8 Withdrawal of Bids**

A Bidder may withdraw its bid from Bonfire before the bid due date without prejudice to itself.

#### **1.1.1.9 Cost of Bids**

UTA is not liable for any costs incurred by Bidders in the preparation of bids submitted in response to this IFB.

#### **1.1.1.10 Examination of Invitation for Bids**

The submission of a Bid constitutes an acknowledgment upon which UTA may rely, affirming that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions shall be considered.

#### **1.1.1.11 Firm Offer**

Unless otherwise stated in this IFB, the submission of a bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the bid. Such offer must be valid and firm for a period of ninety (90) days after the Deadline to Submit Bids.

#### **1.1.1.12 Disclosure of Organizational Conflict of Interest**

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has

an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

#### **1.1.1.13 No Collusion**

By submitting a bid, the Bidder represents and warrants that its bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

#### **1.1.1.14 Federal Requirements. (if applicable)**

If federal funds are being used to finance this project, the Contractor shall comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Contractor shall submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided shall include the following:

- Set up and maintain contractor login for all persons inputting information in the system
- Description of payments received from UTA, and payments made to subcontractors of all tiers including amounts and confirmation of payment
- All certified payrolls must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
- All subcontract award amounts, date signed, and change orders
- Certified payroll information shall be uploaded on a weekly basis; all other information shall be uploaded or input no less than monthly.

The Contractor shall include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system

## **1.2 SELECTION PROCESS**

### **1.2.1.1 Public Opening**

This is an IFB, and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

### **1.2.1.2 UTA's Procurement Options**

Based on the submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

### **1.2.1.3 Responsiveness**

Bids that are conditional, attempt to modify the IFB requirements, contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

### **1.2.1.4 Responsibility**

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, financial matters, and cybersecurity preparedness.

### **1.2.1.5 Checking References.**

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

### **1.2.1.6 Requests for Clarification**

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, with responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

## **1.3 PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient via email to [protests@rideuta.com](mailto:protests@rideuta.com).

All protests must include:

- The name and address, and email address of the protester.

- The appropriate contact person for the protester, to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination by the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. The notice of appeal addressed as follows:

Chair, UTA Board of Trustees  
c/o Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101  
Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



## INVITATION FOR BIDS

### Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor 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. Vendor shall also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor shall maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor shall retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor 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.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liabilities or understandings whatsoever. Vendor shall not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.
6. **STANDARD OF CARE.** Vendor 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).

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use taxes.
8. **DELIVERY:** Unless otherwise specified in the Contract, all goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor shall be responsible for delivery costs and all risk of loss shall remain with the vendor until the goods are received by UTA, its agent, or consignee, regardless of whether UTA has made full payment for the goods. Vendor shall deliver all goods to UTA and perform all services no later than the date(s) indicated in the Solicitation Documents. If the vendor fails to make delivery of any part of the goods or fails to perform any portion of the services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and locations determined by UTA. If UTA finds goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the goods and require vendor to either correct them at no additional charge or deliver them at a reduced price that is equitable under the circumstances. If the Vendor is unable or refuses to correct the goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
10. **INVOICING AND PAYMENT:**
  - a. The Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all services. 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
  - b. 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. 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.
11. **WARRANTY:** The Vendor warrants all goods (including hardware, firmware, and/or software products it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (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, Vendor 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 the Vendor’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 of 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.

12. **INDEMNIFICATION:** The Vendor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

13. **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, Its 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 ".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. **Automobile Liability**

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subcontractor is exempt under UCA, and when such Contractor or subcontractor executes the appropriate waiver form.

**4. Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

**5. Railroad Protective Liability Insurance (RRPLI) –**

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must define of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

**6. Cyber Liability** **\$2,000,000**

Policy should cover the following:

- **Data breaches:** These can occur when sensitive information is stolen or compromised and can result in significant financial losses and legal liability.
- **Business interruption:** Cyber-attacks can disrupt business operations, causing financial losses and potentially harming the reputation of the business.



- **Cyber extortion:** Some cyber criminals may threaten to release sensitive information or disrupt business operations unless a ransom is paid.

- **Legal liability:** Businesses can be held liable for damages resulting from a data breach, including the costs of notifying affected individuals, credit monitoring services, and regulatory fines.

- **Crisis management:** Cyber liability insurance should also provide coverage for the costs associated with responding to a data breach or cyber-attack, including crisis management and public relations services.

**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 Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor '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.
3. The Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor 's insurance shall be primary with respect to any insurance carried by UTA. The Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

**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, however, if the cancellation is due to non-payment of premium, then ten (10) days prior notice may be provided. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

**D. ACCEPTABILITY OF INSURERS:** Insurance must be placed with insurers duly licensed or authorized to conduct business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority does not warrant that the specified minimum insurer rating will sufficiently protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** The 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 must be sent to UTA Contract Administer and [utahta@Ebix.com](mailto:utahta@Ebix.com) and approved 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 the Contract Administrator and EBIX insurance. 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:** The 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, subcontractors limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Subcontractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy.

Blanket additional insured endorsements are not acceptable from subcontractors. Utah Transit Authority must be scheduled as an additional insured on any subcontractor policies.

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

14. **TERMINATION FOR CONVIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay The Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.

15. **DEFAULT:** If The Vendor: (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) fails 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, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.

16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Vendor'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.

17. **ENVIRONMENTAL RESPONSIBILITY:** The 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

18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor'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 are properly designated in accordance with terms of the solicitation.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **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.
23. **UTAH ANTIDISCRIMINATION ACT:**

The Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, the offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.
24. **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.

25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice goods and/or services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.



**INVITATION FOR BIDS**

Part 5 – Declarations, Offer, and Conflict of Interest Form

**A. BID DECLARATIONS**

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302.
4. I acknowledge receipt of the following addenda to this IFB:

Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid to be rejected as non-responsive.

5. Further, this bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

Allari, Inc.

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Signature)

Chris Metzger

\_\_\_\_\_  
(Print Name)

**B. CONTRACTOR'S OFFER**

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's bid Sheet Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid shall be considered null and void. **By signing below, This Contractor's Offer creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's bid or bid, in that order of precedence.**

Signature must be by an officer of your company authorized to bind your company in contractual matters.

Allari, Inc.  
\_\_\_\_\_  
(Contractor's Name)  
11983 Tamiami Trail North, Unit 200  
Naples, Florida 34110  
\_\_\_\_\_  
(Contractor's Address)  
866-937-2224  
\_\_\_\_\_  
(Contractor's Phone Number)  
help@allari.com  
\_\_\_\_\_  
(Contractor's Email Address)  
59-3548147  
\_\_\_\_\_  
(Contractor's EIN)

*Chris Metzger*  
\_\_\_\_\_  
(Signature)  
Chris Metzger  
\_\_\_\_\_  
(Print Name)  
Managing Director - Global Operations  
\_\_\_\_\_  
(Title)  
February 2, 2025  
\_\_\_\_\_  
(Date)

**C. UTA'S ACCEPTANCE AND BINDING CONTRACT**

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's bid or bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

\_\_\_\_\_  
UTA Representative / Title

\_\_\_\_\_  
UTA Representative / Title

\_\_\_\_\_  
(Date)  
DocuSigned by:  
*Mike Bell*  
\_\_\_\_\_  
70E33A415BA44F6...  
UTA Legal  
2/14/2025

\_\_\_\_\_  
(Date)

**ITaaS SUPPORT FOR JD EDWARDS EnterpriseOne 9.2 UN6**

Allari’s IT-as-a-Service (ITaaS) solution provides 24/7 operational support for JDE EnterpriseOne and many integrated technologies. Support requests scheduled in advance are executed according to the time frames defined. Ad-hoc support, including incidents and emergencies, are assigned target completion times based on Urgency and Impact to the customer and processed in accordance to defined Service Levels. In conjunction with Allari’s Service Desk, a Client Solutions Manager oversees the coordination and delivery of all support activities, including providing transparent accounting into all services performed.

**ITaaS SUPPORT COST**

<b>SLA GUARANTEE</b> - Provides guaranteed, financially backed response times for all support activities, including requests, incidents.	\$1,000/MO
<b>ACTIVITIES RATE</b> - Rate all ITaaS support activities are consumed	LATAM   US
JDE EnterpriseOne CNC Administration	\$85/Hour
Database Administration	\$85/Hour
Cybersecurity Support	\$85/Hour
Software Development & Customization	\$95/Hr   \$165/Hr
Business Analyst, Application Support & Configuration	\$95/Hr   \$165/Hr
Project Management	\$95/Hr   \$165/Hr

**START DATE:** March 1, 2025

**TERMS**

IT-as-a-Service (ITaaS) support activities accrue in fifteen (15) minute increments and invoiced at the end of each month. ITaaS support activities may be discontinued by the Client at any time. Additional SLA Guarantees are invoiced in advance of each month and require a sixty (60) day notice prior to Client discontinuance. All Invoice payments are due on a net-30 basis. Invoices not paid within thirty (30) days of submission are subject to finance fees of 18% annually for each day payment is not received past the stated invoice due date. It is understood that any SLA, if provided by Allari, Inc. as an attachment to this proposal, are “Live Document” which may be updated following stated review periods. No alterations may occur without prior Client notification no less than sixty (60) days in advance. With official endorsement from both the Client and Allari, Inc. the Activity Rates and any applicable SLA Guarantee(s) in this proposal become effective and are hereby incorporated into the Master Service Agreement identified as “V6.1.15”.



## SERVICE LEVEL AGREEMENT V2017/18

### General Overview

This is a Service Level Agreement ("SLA") which documents:

- The requirements and responsibilities of the Client as a recipient of this SLA
- The responsibilities of Allari, Inc. (Vendor) as a provider of this SLA
- The levels of response, availability, and penalties, when required, provided to the Client

This SLA is identified as "V2017/18" incorporated into the Master Service Agreement identified as "V6.1.15".

This SLA is a Live Document which may alter following scheduled review periods. Review is every two (2) years or as otherwise needed. No alterations may occur without prior Client notification no less than sixty (60) days in advance.

### 1.1 Client Requirements

The following requirements apply to the Client recipient of this SLA.

- Will provide access to supported computers via VPN access, LabTech, or ConnectWise Remote Assist tools for remote assistance and/or via Client-provided tools adhering to Client-specific guidelines.
- Will be available to Allari Engineers to answer questions that facilitate service delivery.
- Will submit requests for service using standard methods defined in Section 3.
- Client-purchased equipment may need to be stored by the client until the scheduled time of deployment.
- Must provide proof of license when requesting software installation.
- Will provide installation media for software, printer or peripheral device driver installation if needed.

### 1.2 Boundaries of this SLA

SLA benefits are available to users designated by the Client Contact. All other users are directed to go through the Client's IT operations. This SLA is available for computers that meet the following criteria:

- The supported equipment is Client's property, not personally owned.
- The computer is compatible with software companies Minimal Technical Requirement documents.
- Allari Engineer's administrative access exists or can be created on the computer. This can be a local admin account or a domain account with admin access.
- Client's infrastructure team can re-image a computer when necessary to resolve an incident or complete a service request.
- Allari Engineers can remotely control the computer with the Client's authorization.

## 2 Roles and Responsibilities

### 2.1 Vendor Responsibilities





The responsibilities of Vendor include:

- Vendor will provide ITaaS support delivery as outlined in this SLA.
- Vendor will clearly document activities provided by this SLA.
- Vendor implements defined processes to meet service level commitments.
- Meet response times associated with the priority assigned to incidents and service requests.
- Generate quarterly reports on service level performance.
- Appropriate notification to Client for all scheduled maintenance via maintenance calendar and/or Client communication plan.
- Additionally, Vendor will appoint a Service Manager who will have responsibility for:
  - Coordinating Vendor activities and responsibilities to address any service issues that may arise.
  - Interface with the Client Contact for service issues and requests for service changes.
  - Administer the Service Change Control Procedure described in this agreement with the Client Contact.
  - Delivering service reports to the Client Contact.
  - Maintain service communications.
  - Review any service improvement actions and progress with the Client Contact during execution for this agreement on a regular basis.

## 2.2 Client Responsibilities

Vendor performance is predicated upon these Client responsibilities. Prior to the start of this SLA, the Client will designate a person, called the Client Contact, to whom all Vendor communications will be addressed and who has the authority to act for the Client in all aspects of this agreement. The responsibilities of the Client Contact include:

- Serve as the interface between Vendor and the Client's departments participating in the scope of ITaaS support activities.
- With the Vendor's Service Manager, administer the Service Change Control Procedure as described in this agreement.
- Include any policy implications or responsibilities.
- Attending service status meetings.
- Obtain and provide information, data, decision, and approvals, within three (3) workdays of the Vendor's request unless Vendor and Client agree to extend response time.
- Resolve deviations from service assumptions which may be caused by the Client.
- Help resolve service issues and escalate issues with Client's organization as necessary.
- Contact Vendor's Service Manager for additions or changes in established service levels.
- Client will provide access to supported computers via VPN access or via Vendor's remote access tools and remote assistance.
- Client will submit requests for service using standard methods defined in Section 3.



- Client must provide proof of license when requiring software installation.
- Clients will provide installation software, media for printer or peripheral device driver installation if needed.

### **3 Requesting Support**

Every new support request generates a service ticket in the Vendor's production queue for processing and delivery. There are three methods of contacting the Vendor to generate any support request service ticket.

- Online/IT Request
- Email
- Service Desk Phone
  - Clients who are experiencing technology-related problems which may result in the loss of revenue must first report their incident to the Vendor via phone call.

#### **3.1 Online/Service Desk (<http://www.allari.com/support>)**

By utilizing the web, your request will be automatically associated with your division and visible to Vendor Engineers. Requests made using the Service Desk web interface is the most efficient method to log and process support requests.

#### **3.2 Email ([help@allari.com](mailto:help@allari.com))**

Requests submitted via email will receive a receipt confirmation notice email.

#### **3.3 Service Desk Phone (866-937-2224)**

Service desk phone is staffed by live, U.S.-based receptionists.

### **4 Hours of Coverage**

ITaaS support services are available twenty-four (24) hours a day, seven (7) days a week except for periods of planned maintenance.

Allari Service Desk hours of operation are twenty-four (24) hours a day, seven (7) days a week including federal holidays and announced Client closures. Clients may use any of the methods of contact (See Section 3).

### **5 SLA Time Measurements**

Each Service Ticket within the Vendor's production queue is assigned a Priority and Status in which the SLA is measured against. Additionally, each Status has an Escalation Step attached to it. There are five Escalation Steps:

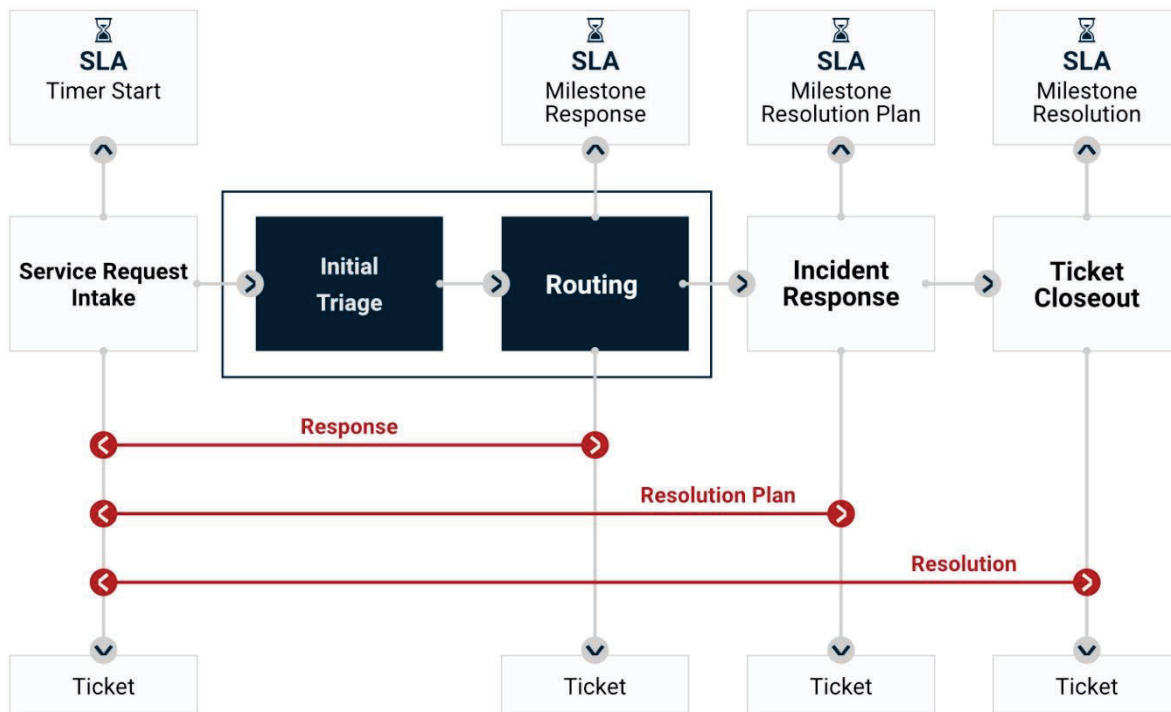
1. We have NOT responded – A service ticket has been created and a Vendor resource has not reviewed or scheduled it for resolution.
2. We have responded – A service ticket has been acknowledged and the Client has been notified by a Vendor resource that it has been scheduled for resolution.
3. We have created a resolution plan – A Vendor resource is now working to resolve the incident/emergency or complete the request.



4. We have resolved the ticket – Service has been restored or the request has been completed.
5. We are waiting (do not escalate) - Used to place the SLA on hold for the period it is in (response, resolution plan or resolution). Generally, this is used at times when we are waiting on the client or on another vendor such as Oracle, Microsoft, IBM, etc... The customer may not recognize a wait on another vendor for service or parts as a hold on the SLA.

### 5.1 Service Ticket Processing Flowchart

#### Explanation of SLA Time Measurements



### 5.2 Service Ticket Prioritization

Prioritization can normally be determined by considering both the severity of the request, incident or emergency (how quickly the business needs a resolution) and the level of impact it is causing. An indication of impact is often (but not always) the number of users being affected. In some cases, and very importantly, the loss of service to a single user can have a major business impact - depending upon who is trying to do what - so numbers alone may not be enough to evaluate overall priority.



### 5.3 Impact & Severity Matrix

		<b>Impact</b>		
		High	Medium	Low
<b>Severity</b>	High	1	2	3
	Medium	2	3	4
	Low	3	4	5

### 5.4 Impact Definitions

Category	Description
High (H)	<ul style="list-style-type: none"> <li>• Many staff members are affected and/or not able to do their job.</li> <li>• A large number of the client’s users are affected and/or acutely disadvantaged in some way.</li> <li>• The financial impact of the incident is likely to exceed \$10,000.</li> <li>• The damage to the reputation of the business is likely to be high.</li> <li>• Someone has been injured.</li> </ul>
Medium (M)	<ul style="list-style-type: none"> <li>• A moderate number of staff are affected and/or not able to do their job properly.</li> <li>• A moderate number of customers are affected and/or inconvenienced in some way.</li> <li>• The financial impact of the incident is likely to exceed \$1,000 but will not be more than \$10,000.</li> <li>• The damage to the reputation of the business is likely to be moderate.</li> </ul>
Low (L)	<ul style="list-style-type: none"> <li>• A minimal number of staff are affected and/or able to deliver an acceptable service but this requires extra effort.</li> <li>• A minimal number of customers are affected and/or inconvenienced, but not in a significant way.</li> <li>• The financial impact of the incident is likely to be less than \$1,000.</li> <li>• The damage to the reputation of the business is likely to be minimal.</li> </ul>



## 5.5 Severity Definitions

Category	Description
High (H)	<ul style="list-style-type: none"> <li>The damage caused by the incident increases rapidly.</li> <li>Work that cannot be completed by staff is highly time sensitive.</li> <li>A minor incident can be prevented from becoming a major incident by acting immediately.</li> <li>Several users with VP status are affected.</li> </ul>
Medium (M)	<ul style="list-style-type: none"> <li>The damage caused by the incident increases considerably over time.</li> <li>A single user with VP status is affected.</li> </ul>
Low (L)	<ul style="list-style-type: none"> <li>The damage caused by the incident only marginally increases over time.</li> <li>Work that cannot be completed by staff is not time sensitive.</li> </ul>

## 5.6 Support Ticket Target Times

Priority Code	Description	Target Response Time	Target Resolution Plan	Target Resolution Time
1	Critical	30 Minutes	4 Hours	8 Hours
2	High	1 Hour	8 Hours	12 Hours
3	Medium	4 Hours	12 Hours	24 Hours
4	Low	8 Hours	24 Hours	48 Hours
5	Very Low	24 Hours	48 Hours	96 Hours

## 5.7 Break Fix Incidents

Break/Fix incidents take precedence over requests for new service.

## 5.8 Escalation

If you are not satisfied with the prioritization of an existing service ticket, contact the Vendor's Service Manager. The Service Manager will process your input as appropriate and respond to you with the action to be taken.

This should only be invoked under exceptional or unforeseen circumstances and enables a Client to increase the priority given to their service ticket. All Client users may request escalation of an



existing service ticket, with written or verbal approval from Management level staff, along with the business reason justifying the need to escalate. The Service Manager will evaluate alternatives and if none are appropriate, the request will be escalated.

Once the service ticket is escalated, the Client will be contacted by a Vendor resource within four (4) working hours. The Service Manager will be notified if the incident is not resolved in eight (8) working hours.

## 5.9 More Information

If you have a question, contact the Allari Service Desk via phone (866-937-2224), email (help@allari.com), or online ticketing system (Service Desk). The Service Desk will route your ticket to the appropriate area.

## 6 Maintenance and Service Changes

The Vendor's Change Management process minimizes unintended service disruptions or other impacts to the Client because of changes within the production environment or an operating procedure the Vendor is responsible for. The Vendor does this by monitoring, managing, and evaluating changes to maximize the service benefits to the Client, while minimizing the risks involved in making those changes.

### 6.1 Client's ITS Maintenance Calendar

All IT-related service outages are published in the Client's Maintenance Calendar located on a location available to Vendor Support Staff. The Client's Maintenance Calendar serves as the official outage and maintenance schedule for the Vendor. Scheduled maintenance is not included in the calculation of availability metrics.

Clients are responsible for sharing their Maintenance Calendar to notify Vendor of forthcoming events with Vendor dependencies. In most cases, the Client Contact is responsible for communicating service outages and changes to Vendor, Client's users, and to the Client's business as necessary.

There are two categories of service outages:

- **Planned Outages:** A planned service outage is work that is planned and scheduled at least two weeks prior to the scheduled date. The Client Contact Communication Manager communicates (as needed) to the appropriate audience a minimum of one week prior to the scheduled outage.
- **Unplanned Outages:** An unplanned service outage is work that is unplanned due to an unforeseen event or urgent repair to prevent failure. Unplanned service outages are given priority (and communicated immediately) on a case-by-case basis depending on the type and severity of the service failure.

### 6.2 Guidelines for Vendor Maintenance Windows

A maintenance window is a defined period during which planned outages and changes to production (see definition below) services and systems may occur. The purpose of defining



standard maintenance windows is to allow users of the service to prepare for possible disruption or changes.

Vendor encourages all services and systems to negotiate a maintenance window with their own business via a Service Level Agreement. If a service does not have a negotiated maintenance window (via an SLA or equivalent) the following guidelines apply:

- Planned outages should be performed between 7PM and 7AM on any day of the week. Work scheduled outside of this window should have explicit sign-off from the system steward or designated Client representative.
- Planned outages and changes should not be scheduled during the month end, payroll processing or business audits. Production means Client users depend on the service to complete business tasks and objectives.

### 6.3 Service Change Control Procedure

The following provides a detailed process to be followed when changes are required within the production environment or an operating procedure the Vendor is responsible for:

- A request for change (RFC) will be the vehicle for communicating change.
- The RFC must describe the change, the rationale for the change and the effect the change will have on the services.
- The designated contact of the requesting party (Vendor or Client) will review the proposed change and determine whether to submit the request to the other party.
- The receiving contact (Vendor or Client) will review the proposed change and approve it for further investigation or reject it within three (3) working days.
- The investigation will determine the effect that the implementation of the RFC will have on service targets, service changes and service assumptions related to this SLA agreement.
- If approved, the service change will be implemented within forty-eight (48) hours.

## 7 SLA Guarantee Obligation

If no SLA Guarantee cost has been listed in the SLA Guarantee section of the attached ITaaS Support Proposal, or if the Client does not pay the Vendor a sum in addition to the total of accrued services as defined by the Activities Rate schedule of the attached ITaaS Support Proposal specifically identified as "SLA Guarantee", no guarantee to render services within the timelines set forth in section 5 of this agreement is implied, and no obligation to the penalties set forth in section 8 of this agreement is assumed by the Vendor. The Vendor will however make every effort to deliver services to a Client without SLA Guarantees as promptly as possible. See the attached ITaaS Support Proposal for information on SLA Guarantee pricing.

## 8 SLA Performance Reviews

SLA Performance Review may occur on a quarterly basis. It is the Client's responsibility to schedule and facilitate any performance review and to calculate any penalties which may be due. Any penalty payment due from the Vendor will be provided in the form of a credit on the Client's account. Penalties will be based on the following Target Times:





## 8.1 Target Response Time

- Definition: First-contact response to service tickets is based on information from the Service Desk ticket system. It will include information by service and by response time. Hours are counted as clock hours.
- Frequency: Quarterly Review
- Target: 90% response time in less than metric listed in section 5.6
- Penalty:
  - 85% response time results in 2.5% of monthly SLA fee.
  - 80% response time results in 5% of monthly SLA fee.
  - 75% response time results in 10% of monthly SLA fee.

## 8.2 Target Resolution Plan Time

- Definition: Target Resolution Plan Time is based on information from the Service Desk ticket system. It will include information by service and by resolution plan time. Hours are counted as clock hours.
- Frequency: Quarterly Review
- Target: 80% resolution plan time in less than metric listed in section 5.6
- Penalty:
  - 75% resolution plan time results in 2.5% of monthly SLA fee.
  - 70% resolution plan time results in 5% of monthly SLA fee.
  - 65% resolution plan time results in 10% of monthly SLA fee.

## 8.3 Target Resolution Time

- Definition: Target Resolution Time is based on information from the Service Desk ticket system. It will include information by service and by resolution time. Hours are counted as clock hours.
- Frequency: Quarterly Review
- Target: 90% response time in less than metric listed in section 5.6
- Penalty:
  - 85% resolution time results in 2.5% of monthly SLA fee.
  - 80% resolution time results in 5% of monthly SLA fee.
  - 75% resolution time results in 10% of monthly SLA fee.

## 9 SLA Reviews

The Designated Review Owner (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.







10 Agreement and Acceptance

Utah Transit Authority

Authorizing Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Allari, Inc.

Authorizing Signature Chris Metzger Title Managing Director, Global Ops

Print Name Chris Metzger Date 02/02/2025



## Exhibit B

### Bid Sheet

Scope	Projected Hours Month	Estimated Yearly Project Hours (March 2025 – Feb 2026)	Hourly Rate	Extended Totals
As needed support for UTA’s Cloud Inventory (Formerly DSI)	8 hours month	72 hours	\$165	\$11,880
Quarterly Patch Installation*	15 hours month	135 hours	\$85	\$11,475
Promoting Packages into Production*	3 hours month	27 hours	\$85	\$2,295
Functional / General Support *	35 hours month	315 hours	\$165	\$51,975
Other				
		<b>549 total hours</b>		<b>\$77,625</b>