



GOODS AND SERVICES SUPPLY AGREEMENT

Contract 25-04023MB

(Maintain stock of frequently used parts to improve availability, shorten lead times, and ensure consistent quality)

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 Muncie, a provider who specializes in inventory parts. (the "Contractor").

RECITALS

WHEREAS,, UTA received competitive quotes to provide frequently used inventory parts and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation provided in the quotes according to the terms, conditions and specifications prepared by UTA; and

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

WHEREAS, Muncie submitted a bid that UTA was deemed to be advantageous; 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.

2. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a five - year period expiring December 2030. UTA may, at its sole election and

in its sole discretion, extend the initial term for up to three one year options. 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 A. If Exhibit A does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Contractor's Quote including, without limitation, all federal certifications (as applicable);
 3. UTA's RFQ 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 or Quote including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number

- iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties

granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another 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 sole negligence of UTA or the Indemnitees.

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$4,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

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

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and

through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

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

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right

to approve all subcontractors, such approval not to be withheld unreasonably.

- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.

Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and environmental management, and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ENVIRONMENTAL RESPONSIBILITY**

Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

19. **CYBER SECURITY**

If the performance requirements of this contract require a Software as a Service (Saas) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for

UTA. 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. In addition, Contractor must maintain at least a B rating under the UpGuard Security Rating System (<https://www.upguard.com/product/security-ratings>)

20. **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.

21. **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.

22. **TERMINATION**

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

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

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

23. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed

pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
 - 1. The date, circumstances, and source of the change; and
 - 2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

24. 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.

25. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third-party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 1. Information already in the public domain.
 2. Information disclosed to Contractor by a third-party who is not under a confidentiality obligation.
 3. Information developed by or in the custody of Contractor before entering into this Contract.
 4. Information developed by Contractor through its work with other clients; and
 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

26. 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.

27. PROJECT MANAGER

UTA's Project Manager for the Contract is Todd Mills, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3015.

28. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Maggie Ball 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) 287-4040.

29. 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.

30. **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: Maggie Ball
669 West 200 South
Salt Lake City, UT 84101
mball@rideuta.com

If to Contractor:
Muncie
ATTN: Becky Huff

bhuff@abc-companies.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.

31. **CLAIMS/DISPUTE RESOLUTION**

- a. “Claim” means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager Todd Mills	Five calendar days
UTA’s Procurement Supervisor Amanda Burton/Contractor’s (Second Level)	Five calendar days
Muncie Account Manager Becky Huff	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.

32. 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.

33. 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

34. 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.

35. AMENDMENTS

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

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

Financial Chief Officer

DocuSigned by:
By Mike Bell 11/10/2025
70E33A415BA44F6...
UTA Legal Counsel

Muncie
Signed by:
By Bucky Huff 11/10/2025
7CC42D02738C478...

Name_____
Title_____

By_____
Name_____
Title_____

Exhibit A

Price Sheet

These parts are awarded to Muncie under the Auto PO contract at the agreed fixed prices. When there is a need for any of these parts, the inventory system will automatically generate purchase orders directly to Muncie.

Please see attached PDF

Contract N	Vendor	Part Number	Part Description	UOM	24mo Usage	Quoted Part Number	Lead-Time in days	MOQ (If Applicable)	First Term Quoted Price	1st option Year Quoted Price	2nd Option Year Quoted Price	3rd Option Year Quoted Price
25 -04023	Muncie Transit Supply	000502	LATCH, R	EA	32	502	28		6.37	7.24	8.04	8.94
25 -04023	Muncie Transit Supply	0961	WHEEL, W	EA	139	0960W	30		366.70	416.70	463.00	514.45
25 -04023	Muncie Transit Supply	5211	LOCKNUT	EA	76	5211	30		7.20	8.18	9.09	10.10
25 -04023	Muncie Transit Supply	10167	BLOWOFF	EA	100	82-20430-	21		12.65	14.37	15.97	17.74
25 -04023	Muncie Transit Supply	10936	BEARING,	EA	767	2090730A	65		3.09	3.51	3.91	4.34
25 -04023	Muncie Transit Supply	20166	BEARING,	EA	86	BR15101	37		10.78	12.25	13.61	15.12
25 -04023	Muncie Transit Supply	21193	BEARING,	EA	92	387AS	21		15.14	16.95	18.65	20.52
25 -04023	Muncie Transit Supply	28720	WHEEL SE	EA	84	OB020133	65		9.30	10.57	11.75	13.05
25 -04023	Muncie Transit Supply	30506	BEARING,	EA	92	382A	119		7.84	8.91	9.90	11.00
25 -04023	Muncie Transit Supply	90030	SWTCH,EN	EA	63	51-00100-	45		3.59	4.08	4.53	5.03
25 -04023	Muncie Transit Supply	1E+05	MAGNET K	EA	232	82-16158A	15		24.69	28.06	31.18	34.64
25 -04023	Muncie Transit Supply	1E+05	CLAMP, V-	EA	44	102408	21		17.37	19.74	21.93	24.37
25 -04023	Muncie Transit Supply	1E+05	KIT, DELIV	EA	126	4191018	10		15.91	17.98	19.77	21.74
25 -04023	Muncie Transit Supply	3E+05	O-RING	EA	26	6315893	7	50	5.07	5.78	6.35	7.00
25 -04023	Muncie Transit Supply	3E+05	O-RING	EA	33	330728	7	10	8.61	9.79	10.87	12.08
25 -04023	Muncie Transit Supply	6E+05	SUCTION S	EA	24	618322	21		230.96	265.60	292.16	321.38
25 -04023	Muncie Transit Supply	7E+05	KIT, VALVE	EA	26	82-09235-	28		33.27	37.80	42.01	46.67
25 -04023	Muncie Transit Supply	7E+05	VALVE ASS	EA	55	04-56627-	30		24.82	28.20	31.33	34.82
25 -04023	Muncie Transit Supply	7E+05	KIT, TRIAN	EA	50	3R1552	90		28.59	31.45	34.60	38.05
25 -04023	Muncie Transit Supply	1E+06	WIPER BLA	EA	58	51-22	30	10	5.91	6.72	7.46	8.29
25 -04023	Muncie Transit Supply	2E+06	DRIVE, STA	EA	30	4489Z	45		29.08	33.04	36.71	40.79
25 -04023	Muncie Transit Supply	2E+06	DOWEL, A	EA	2320	82-03450-	90		0.58	0.63	0.70	0.77
25 -04023	Muncie Transit Supply	2E+06	CLAMP KIT	EA	176	8TA197	28		2.00	2.27	2.53	2.81
25 -04023	Muncie Transit Supply	2E+06	CLAMP KIT	EA	49	P206409	42		3.17	3.60	4.00	4.45
25 -04023	Muncie Transit Supply	3E+06	GASKET, A	EA	64	2871452	42		12.80	14.55	16.17	17.96
25 -04023	Muncie Transit Supply	3E+06	GASKET, A	EA	372	2880215	37		6.98	7.93	8.81	9.79
25 -04023	Muncie Transit Supply	3E+06	GASKET, H	EA	127	54-59931-	30		2.82	3.20	3.56	3.95
25 -04023	Muncie Transit Supply	3E+06	CLAMP, V	EA	27	3067979	21		15.72	17.87	19.85	22.06

First 2 years cost	1st option year	2nd option year	3rd option year
203.8644361	115.832066	128.7022955	143.0025506
50970.89913	28960.73814	32178.59793	35753.9977
547.046114	310.8216557	345.3573952	383.7304391
1264.522501	718.478694	798.30966	887.0107333
2372.164948	1347.820993	1497.578882	1663.976535
926.9998695	526.7044713	585.2271903	650.2524337
1392.88	779.7	857.9	943.92
781.5737962	444.0760205	493.4178006	548.2420007
721.2790913	409.8176655	455.3529617	505.9477352
226.0863891	128.4581756	142.7313063	158.5903403
5728.748688	3254.970846	3616.634273	4018.482525
764.343478	434.286067	482.5400745	536.1556383
2004.66	1132.74	1245.51	1369.62
131.82	75.14	82.55	91
284.2228892	161.490278	179.4336422	199.3707135
5543.04	3187.2	3505.92	3856.56
864.9690722	491.4597001	546.0663334	606.7403705
1364.899068	775.510834	861.6787044	957.4207827
1429.5	786.25	865	951.25
342.8683283	194.8115502	216.457278	240.5080867
872.2760664	495.6114014	550.6793349	611.8659276
1345.6	730.8	812	893.2
352.09187	200.0521989	222.280221	246.9780233
155.3830093	88.28580072	98.09533413	108.9948157
819.4639175	465.6044986	517.3383318	574.8203686
2596.329897	1475.187441	1639.097157	1821.219063
357.9799034	203.3976724	225.9974138	251.1082375
424.4845361	241.1843955	267.9826617	297.758513

25 -04023	Muncie Transit Supply	3E+06	BELT, ALTE	EA	25	82-18026-	30		26.37	29.97	33.30	37.00	659.2999568	374.6022482	416.2247202	462.4719113
25 -04023	Muncie Transit Supply	3E+06	SEAL, WAT	EA	36	3328740	20		2.43	2.77	3.05	3.35	87.48	49.86	54.9	60.3
25 -04023	Muncie Transit Supply	4E+06	TENSIONE	EA	133	3973819	30		50.41	57.28	63.65	70.72	6704.599049	3809.431278	4232.70142	4703.001578
25 -04023	Muncie Transit Supply	4E+06	TENSIONE	EA	31	3978023	30		52.99	60.22	66.91	74.34	1642.680412	933.3411434	1037.045715	1152.273017
25 -04023	Muncie Transit Supply	4E+06	SENSOR, T	EA	20	4088712	30		88.13	100.47	110.51	121.57	1762.6	1004.7	1105.1	1215.7
25 -04023	Muncie Transit Supply	4E+06	KIT, HEAD	EA	23	4089216	90		3404.40	3881.01	4269.11	4696.02	78301.2	44631.615	49094.765	54004.23
25 -04023	Muncie Transit Supply	5E+06	VENT PLUG	EA	123	15C-2-34	37		2.36	2.68	2.98	3.31	290.5259037	165.0715362	183.412818	203.79202
25 -04023	Muncie Transit Supply	5E+06	SEAL, ISLA	EA	52	6407567	30		5.82	6.63	7.30	8.03	302.64	172.38	189.8	208.78
25 -04023	Muncie Transit Supply	5E+06	EXTENSION	EA	89	5265337	30		110.16	124.48	136.93	150.62	9804.24	5539.36	6093.385	6702.59
25 -04023	Muncie Transit Supply	5E+06	SENSOR, D	EA	65	82-72178-	84		337.93	384.01	426.68	474.09	21965.30928	12480.28936	13866.98818	15407.76465
25 -04023	Muncie Transit Supply	5E+06	SPARK PLUG	EA	640	5473009	30		47.96	54.20	59.62	65.58	30694.4	17344	19078.4	20985.6
25 -04023	Muncie Transit Supply	7E+06	CAP, RAD	EA	415	01-57571-	45		3.21	3.65	4.05	4.50	1332.245857	756.9578731	841.0643035	934.5158928
25 -04023	Muncie Transit Supply	082012	GASKET, T	EA	38	8201277	30		19.60	22.15	24.36	26.80	744.8	420.85	462.84	509.2
25 -04023	Muncie Transit Supply	1E+07	SPACER, V	EA	32	10772493	64		8.82	10.02	11.13	12.37	282.0914871	160.2792541	178.0880601	197.8756223
25 -04023	Muncie Transit Supply	2E+07	CLAMP, H	EA	165	941HJ033	63		12.32	14.00	15.55	17.28	2032.624299	1154.90017	1283.222411	1425.802679
25 -04023	Muncie Transit Supply	1E+10	FILTER MIN	EA	91	10705507	63		10.62	12.07	13.41	14.90	966.2324835	548.9957293	609.9952547	677.7725053
25 -04023	Muncie Transit Supply	01-539	GLASS ASS	EA	132	01-53904N	30		6.72	7.63	8.48	9.42	886.5732453	503.7347984	559.7053316	621.8948129
25 -04023	Muncie Transit Supply	01-584	CLAMP, G	EA	25	01-58454-	30		15.85	18.01	20.02	22.24	396.3207605	225.1822503	250.2025003	278.0027782
25 -04023	Muncie Transit Supply	01-653	CLAMP, D	EA	142	01-65361-	14		23.90	27.01	29.71	32.68	3393.8	1917.71	2109.41	2320.28
25 -04023	Muncie Transit Supply	01-688	TENSIONE	EA	69	01-68812-	42		253.76	286.75	315.42	346.97	17509.44	9892.875	10881.99	11970.465
25 -04023	Muncie Transit Supply	0450W	SPACER, C	EA	33	0450W	30		2.61	2.97	3.30	3.66	86.12814824	48.93644787	54.37383096	60.41536774
25 -04023	Muncie Transit Supply	04-644	AIR DRYER	EA	38	04-64456-	47		861.37	978.83	1087.59	1208.44	32732.21804	18597.85116	20664.27906	22960.31007
25 -04023	Muncie Transit Supply	08-562	TORQUE R	EA	87	08-56201-	30		341.69	388.28	431.42	479.36	29726.83499	16890.24715	18766.94128	20852.15698
25 -04023	Muncie Transit Supply	08-668	SPRING, A	EA	34	08-66892-	30		89.84	102.09	113.43	126.03	3054.391753	1735.449859	1928.277622	2142.530691
25 -04023	Muncie Transit Supply	088308	CLAMP, A	EA	58	08830800	71		3.82	4.34	4.83	5.36	221.766932	126.0039386	140.0043763	155.5604181
25 -04023	Muncie Transit Supply	1005B	BALL JOIN	EA	151	1005B	30		66.55	75.63	84.03	93.37	10049.58893	5709.993712	6344.437458	7049.374954
25 -04023	Muncie Transit Supply	13-460	LAMP ASS	EA	292	13-46071-	30		26.46	29.86	33.18	36.87	7726.32	4359.817245	4844.241383	5382.490425
25 -04023	Muncie Transit Supply	13-568	TAIL LIGHT	EA	217	13-56812-	20		2.98	3.39	3.76	4.18	646.5257732	367.3441893	408.1602104	453.5113448
25 -04023	Muncie Transit Supply	13-610	LAMP ASS	EA	327	13-61061-	30		88.24	99.71	109.68	120.65	28854.48	16302.585	17932.68	19726.275

25 -04023	Muncie Transit Supply	1392AL	COMPLETE	EA	57	1392AL9	30	263.60	299.55	332.83	369.82	15025.44695	8537.185769	9485.761965	10539.73552
25 -04023	Muncie Transit Supply	1392AR	CHAIN WH	EA	58	1392AR9	30	261.74	297.44	330.49	367.21	15181.18402	8625.672741	9584.080823	10648.97869
25 -04023	Muncie Transit Supply	15K17	PLATE, WH	EA	113	15K17	30	3.41	3.87	4.30	4.78	385.0608062	218.784549	243.0939433	270.1043815
25 -04023	Muncie Transit Supply	18-478	PUMP, WIN	EA	30	18-47825	30	46.94	53.34	59.27	65.85	1408.235076	800.133566	889.0372956	987.8192173
25 -04023	Muncie Transit Supply	1L2286	PULLEY, 6	EA	104	1L228678	30	17.51	19.78	21.76	23.94	1821.04	1028.56	1131.52	1244.88
25 -04023	Muncie Transit Supply	20-557	DIPSTICK,	EA	75	20-55746-	80	14.20	16.13	17.93	19.92	1064.880548	605.045766	672.2730733	746.9700815
25 -04023	Muncie Transit Supply	392013	STUD, REA	EA	489	392013S4	30	5.17	5.88	6.53	7.26	2529.674671	1437.315154	1597.016838	1774.463153
25 -04023	Muncie Transit Supply	51-021	SWITCH, F	EA	126	5955554	21	4.67	5.30	5.89	6.55	588.0362985	334.1115333	371.235037	412.4833744
25 -04023	Muncie Transit Supply	51-093	REFLECTO	EA	146	51-09325-	10	1.65	1.87	2.08	2.31	240.8247423	136.8322399	152.0358221	168.9286913
25 -04023	Muncie Transit Supply	51-120	ALARM	EA	66	51-12096-	65	47.02	53.43	59.36	65.96	3103.006358	1763.071795	1958.968661	2176.631845
25 -04023	Muncie Transit Supply	51-135	BOOT, TO	EA	83	N50154	30	2.65	3.01	3.34	3.72	219.8747227	124.9288197	138.8097997	154.2331108
25 -04023	Muncie Transit Supply	51-229	SWITCH, F	EA	21	8040257	30	44.48	50.26	55.29	60.82	934.08	527.73	580.545	638.61
25 -04023	Muncie Transit Supply	51-293	CONNECT	EA	36	51-29355-	20	13.73	15.60	17.33	19.26	494.2527317	280.8254157	312.0282397	346.6980441
25 -04023	Muncie Transit Supply	51-293	CONN, ELE	EA	26	51-29355-	30	12.34	14.02	15.58	17.31	320.8453608	182.2985005	202.5538894	225.0598771
25 -04023	Muncie Transit Supply	51-550	FAN, DASH	EA	131	51-55046-	84	96.34	108.86	119.75	131.73	12620.54	7130.33	7843.625	8628.315
25 -04023	Muncie Transit Supply	51-672	REGULATC	EA	20	51-67219-	45	209.69	238.29	264.76	294.18	4193.839126	2382.86314	2647.625711	2941.806345
25 -04023	Muncie Transit Supply	53-022	SPRING, G	EA	63	53-02231-	30	13.35	15.17	16.86	18.73	841.0824742	477.8877694	530.9864105	589.9849006
25 -04023	Muncie Transit Supply	53-208	VALVE, CO	EA	514	53-20873-	50	10.15	11.54	12.82	14.24	5219.008581	2965.345785	3294.828649	3660.920722
25 -04023	Muncie Transit Supply	53-239	PROTECTC	EA	411	53-23959-	64	8.82	10.02	11.13	12.37	3623.112538	2058.586669	2287.318521	2541.465024
25 -04023	Muncie Transit Supply	53-247	BELT, WAT	EA	408	53-24727-	30	18.33	20.71	22.99	25.30	7478.64	4224.84	4689.96	5161.2
25 -04023	Muncie Transit Supply	53-247	BELT, ALTE	EA	30	53-24727-	35	38.70	43.73	48.11	53.87	1161	655.95	721.65	808.05
25 -04023	Muncie Transit Supply	53-276	HOSE, ISL	EA	30	53-27653-	84	32.33	36.54	40.55	44.70	969.9	548.1	608.25	670.5
25 -04023	Muncie Transit Supply	53-280	MOUNT, R	EA	128	55-02352-	49	7.90	8.97	9.97	11.08	1010.570273	574.187655	637.9862833	708.8736481
25 -04023	Muncie Transit Supply	54-000	CLAMP, 4"	EA	28	54-00029-	28	2.35	2.67	2.97	3.30	65.80712515	37.39041202	41.54490224	46.16100249
25 -04023	Muncie Transit Supply	54-187	DOOR HAN	EA	36	54-18740-	30	12.57	14.28	15.87	17.63	452.4123711	257.0524836	285.6138707	317.3487452
25 -04023	Muncie Transit Supply	5420W	WHEEL CO	EA	47	5420W	30	16.96	19.28	21.42	23.80	797.3378572	453.0328734	503.3698594	559.2998437
25 -04023	Muncie Transit Supply	56-091	HOSE, HU	EA	168	56-09125-	60	15.14	17.20	19.11	21.24	2542.971788	1444.870334	1605.411483	1783.790536
25 -04023	Muncie Transit Supply	56-188	HOSE, HU	EA	119	56-18875-	60	16.12	18.32	20.36	22.62	1918.809803	1090.232843	1211.369825	1345.966472
25 -04023	Muncie Transit Supply	7L3285	WATER PU	EA	52	7L328501A	30	164.70	181.17	199.29	219.22	8564.4	4710.42	5181.54	5699.72

25 -04023	Muncie Transit Supply	82-196	TUBE ASS	EA	60	82-19644-	84		248.19	280.46	311.31	345.56	14891.4	8413.8	9339.3	10366.8
25 -04023	Muncie Transit Supply	82-205	VALVE ASS	EA	34	82-20597-	51		228.61	259.78	288.64	320.72	7772.62794	4416.265875	4906.962083	5452.180093
25 -04023	Muncie Transit Supply	82-209	PIN, SIDE	EA	476	82-20935-	112	25	62.30	70.80	78.66	87.40	29654.86758	16849.35658	18721.50731	20801.67479
25 -04023	Muncie Transit Supply	82-306	NOZZLE, 3	EA	21	82-30603-	30		72.23	82.08	91.20	101.33	1516.760294	861.7956215	957.5506906	1063.945212
25 -04023	Muncie Transit Supply	82-345	LOOP, OU	EA	23	82-34504-	30		110.15	125.18	139.08	154.54	2533.5638	1439.524886	1599.472096	1777.191218
25 -04023	Muncie Transit Supply	82-367	CAP, FUEL	EA	52	82-36739-	30		132.94	150.22	165.25	181.77	6912.88	3905.72	4296.5	4726.02
25 -04023	Muncie Transit Supply	82-398	NUT, LUG	EA	95	82-39882-	14	10	3.26	3.68	4.05	4.46	309.7	174.8	192.375	211.85
25 -04023	Muncie Transit Supply	82-476	HARNESS,	EA	20	82-47683-	30		132.51	150.57	167.30	185.89	2650.103093	1505.740394	1673.044882	1858.938758
25 -04023	Muncie Transit Supply	82-483	CYLINDER	EA	36	82-48364-	30		6.70	7.61	8.46	9.40	241.2371134	137.0665417	152.2961575	169.2179527
25 -04023	Muncie Transit Supply	82-511	JOINT, AN	EA	55	82-51164-	30		66.12	75.13	83.48	92.75	3636.335576	2066.099759	2295.666399	2550.740444
25 -04023	Muncie Transit Supply	82-521	FILTER ASS	EA	297	82-52127-	65		19.47	22.13	24.59	27.32	5783.845361	3286.275773	3651.417526	4057.130584
25 -04023	Muncie Transit Supply	82-521	WASHER	EA	30	82-52139-	30		1.72	1.94	2.14	2.35	51.6	29.1	32.1	35.25
25 -04023	Muncie Transit Supply	82-583	MID-SECT	EA	30	82-58305-	37		202.26	229.84	255.38	283.75	6067.728044	3447.572752	3830.636391	4256.262657
25 -04023	Muncie Transit Supply	82-670	CAP ASSY	EA	75	82-67099-	30		75.27	85.53	95.04	105.59	5645.103093	3207.444939	3563.82771	3959.808567
25 -04023	Muncie Transit Supply	82-707	RADIATOR	EA	44	82-70767-	30		2467.26	2788.00	3066.90	3373.50	108559.44	61336	67471.8	74217
25 -04023	Muncie Transit Supply	82-708	SPRING, A	EA	464	82-70854-	84		157.21	178.64	198.49	220.55	72943.6701	41445.2671	46050.29678	51166.99642
25 -04023	Muncie Transit Supply	82-771	CHAMBER	EA	42	MJB2430E	14		864.44	982.31	1091.46	1212.73	36306.3152	20628.58818	22920.65354	25467.39282
25 -04023	Muncie Transit Supply	83-003	PROHEAT	EA	38	PK3010	30		42.60	48.40	53.78	59.76	1618.618433	919.6695643	1021.855071	1135.394524
25 -04023	Muncie Transit Supply	841700	BLADES, V	EA	33	C1140220	15		3.17	3.60	4.00	4.45	104.6457001	59.45778416	66.06420462	73.4046718
25 -04023	Muncie Transit Supply	860A	MTG BRAC	EA	47	18-42115-	21		34.98	39.75	44.16	49.07	1643.940984	934.0573773	1037.84153	1153.157256
25 -04023	Muncie Transit Supply	8C2Z18	SHOCK AB	EA	23	8C2Z1812	30		86.32	98.10	108.99	121.11	1985.449563	1128.096343	1253.440381	1392.711534
25 -04023	Muncie Transit Supply	8C2Z26	BRAKE SH	EA	32	8C2Z2648	30		104.81	118.44	131.46	145.93	3353.92	1895.04	2103.36	2334.88
25 -04023	Muncie Transit Supply	8C3Z1A	NUT, REAF	EA	51	8C3Z1A12	30		52.08	58.85	65.33	72.51	2656.08	1500.675	1665.915	1849.005
25 -04023	Muncie Transit Supply	93008B	PUMP, CO	EA	21	93008B	30		245.32	278.77	309.75	344.17	5151.755187	2927.133629	3252.370699	3613.745221
25 -04023	Muncie Transit Supply	953420	FILTER, PR	EA	94	82-20483-	30		32.36	36.77	40.86	45.40	3041.917526	1728.362231	1920.402478	2133.780532
25 -04023	Muncie Transit Supply	AL3Z63	BILT, FLEX	EA	28	AL3Z6379	30		5.98	6.79	7.55	8.38	167.349602	95.08500113	105.6500013	117.3888903
25 -04023	Muncie Transit Supply	BC2Z20	KIT, REAR	EA	367	BC2Z20C15	30		26.26	29.68	32.94	36.23	9637.42	5446.28	6044.49	6648.205
25 -04023	Muncie Transit Supply	CT175L	CLAMP, BR	EA	65	82-23109-	30		3.60	4.09	4.54	5.05	233.8659794	132.8783974	147.6426638	164.0474042
25 -04023	Muncie Transit Supply	E9TZ54	INSULATO	EA	27	E9TZ54930	30		7.88	8.96	9.95	11.06	212.8148245	120.9175139	134.3527932	149.2808814

25 -04023	Muncie Transit Supply	EOAZ21	WASHER, I	EA	190	EOAZ2149	30		2.40	2.71	3.01	3.31		456	257.45	285.95	314.45
25 -04023	Muncie Transit Supply	F104	VALVE, OIL	EA	57	53-36256-	30		28.76	32.49	35.75	39.33		1639.32	925.965	1018.875	1120.905
25 -04023	Muncie Transit Supply	FOAZ81	DRAIN CO	EA	65	FOAZ8115	30		10.78	12.25	13.61	15.12		700.5988024	398.0675014	442.2972237	491.4413597
25 -04023	Muncie Transit Supply	KM5351	HOSE, UPPER	EA	21	GC2Z8260	30		35.20	40.00	44.44	49.38		739.1937774	419.9964644	466.6627383	518.5141536
25 -04023	Muncie Transit Supply	L144H/	BOLT, BRA	BX	27	L144H	21		69.88	78.96	86.85	95.54		1886.76	1065.96	1172.475	1289.79
25 -04023	Muncie Transit Supply	LC3Z94	GASKET, IN	EA	24	LC3Z9439	30		3.40	3.84	4.26	4.74		81.6	46.08	51.12	56.88
25 -04023	Muncie Transit Supply	MCK111	REPAIR KIT	EA	73	83-00916-	113		36.41	41.15	45.26	49.78		2657.93	1501.975	1651.99	1816.97
25 -04023	Muncie Transit Supply	MM840	BLOWER MOTOR	EA	38	MM840	30		66.37	75.43	83.81	93.12		2522.229767	1433.085095	1592.316772	1769.240858
25 -04023	Muncie Transit Supply	N50810	CAP, DUST	EA	405	N5081000	21		3.35	3.79	4.17	4.58		1356.75	767.475	844.425	927.45
25 -04023	Muncie Transit Supply	W70391	EXHAUST MANIFOLD	EA	195	W7039025	30		3.55	4.01	4.41	4.85		692.25	390.975	429.975	472.875
25 -04023	Muncie Transit Supply	W71481	NUT, EXHAUST	EA	41	W7148705	30		1.03	1.17	1.30	1.45		42.26804124	24.01593252	26.68436947	29.64929941
25 -04023	Muncie Transit Supply	82-2421	CAP, MIRROR	EA	62	82-24247-	30		2.94	3.34	3.71	4.12		182.1649485	103.5028116	115.003124	127.7812489
25 -04023	Muncie Transit Supply	82-4371	MIRROR, FRONT	EA	218	82-43756-	30		33.23	37.76	41.95	46.61		7243.443299	4115.592784	4572.880871	5080.978745
25 -04023	Muncie Transit Supply	721258	FABRIC, REFRIG	EA	175	7212583C	30		310.67	353.04	392.26	435.85		54367.86221	30890.8308	34323.14534	38136.82815
25 -04023	Muncie Transit Supply	6E+06	DIESEL EXHAUST	EA	44	5579176	120		94.12	106.96	118.84	132.05		4141.443299	2353.092784	2614.547537	2905.052819
25 -04023	Muncie Transit Supply	6E+06	FILT, AUXILIARY	EA	39	P1101A	30		5.60	6.32	6.96	7.65		218.4	123.24	135.72	149.175
25 -04023	Muncie Transit Supply	6E+06	ELEMENT, FUEL	EA	25	82-79258-	30		10.35	11.69	12.86	14.16		258.75	146.125	160.75	177
25 -04023	Muncie Transit Supply	2E+07	BULB, HEADLIGHT	EA	25	9006LL	30		2.64	2.98	3.31	3.64		66	37.25	41.375	45.5
25 -04023	Muncie Transit Supply	2E+07	FILTER, AIR	EA	40	22909882	30		21.27	24.04	26.68	29.34		850.8	480.8	533.6	586.8
25 -04023	Muncie Transit Supply	01-7171	FILTER, AIR	EA	605	01-71711-	30		46.82	52.90	58.73	64.60		28326.1	16002.25	17765.825	19541.5
25 -04023	Muncie Transit Supply	395B2M	MIRROR, FRONT	EA	77	395B2MLR	30		57.82	65.71	73.01	81.12		4452.505155	2529.832474	2810.924971	3123.249968
25 -04023	Muncie Transit Supply	5C3Z13	BULB, HEADLIGHT	EA	413	H13	30		6.52	7.41	8.24	9.15		2694.767063	1531.117649	1701.241832	1890.268703
25 -04023	Muncie Transit Supply	82-8061	DOVETAIL	EA	20	X435RSAS	30		416.05	472.79	525.32	583.69		8321.030928	4727.858482	5253.176091	5836.862323
Total													\$ 931,606.35	\$ 528,284.99	\$ 584,860.87	\$ 647,208.22	\$ 2,691,960.43