



UTAH TRANSIT AUTHORITY

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT # 23-03684BCM VEHICLE WASH STATION SOAPS AND FLOOR SOAP

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 NuStream, Inc. (dba Streamline Supply, dba Nu Tech Specialties) a For-Profit Corporation (the “Contractor”) located at 460 North 1000 West Centerville, UT 84014.

RECITALS

WHEREAS, on or about June 28, 2023, UTA received competitive proposals to provide Vehicle Wash Station Soaps and Floor Soap necessary to maintain cleanliness of UTA’s Bus and Rail vehicles and maintenance shops, for UTA’s 9 locations from Ogden to Provo. and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 23-03684BCM (the “RFP”); and

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

WHEREAS, the Technical and Price Proposal submitted on or about June 28, 2023 by the Contractor in response to the RFP# 23-03684BCM (“Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

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

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

Contractor shall supply and maintain the equipment or mechanisms and any applicable Non-UTA owned storage tanks, required to introduce the soap products (listed in Exhibit B) into UTA's vehicle wash systems.

All pricing for Contractor supplied storage tanks, equipment, or mechanisms, and supporting maintenance are inclusive in the unit price of soap products as listed in Exhibit B.

Contractor shall continue to supply and maintain the equipment, or mechanisms, and applicable storage tanks, required to introduce soap products into UTA's vehicle wash systems for a period of no less than sixty (60) days after the contract expiration date or contract termination date.

Contractor shall provide the Contract Administrator or designee a written notification sixty (60) days prior to any removal of such equipment to allow UTA reasonable time for equipment transitions.

2. **TERM**

This Contract shall commence upon the last signature date as indicated on the signature page (pg#21) and continue in effect for no more than five (5) years. 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 (5) year period expiring approximately October 31, 2028. The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable).
 3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services.
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

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

6. **LAWS AND REGULATIONS**

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

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

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

8. **INVOICING PROCEDURES**

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

- ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, 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 Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

12. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

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

Policy shall include bodily injury, property damage 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
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Employers' Liability

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

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

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum

limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

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

All certificates and any required endorsements are to be sent to Contract Administrator and 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.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. 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, 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 EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **ASSIGNMENT OF CONTRACT**

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

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. SUSPENSION OF WORK

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

21. TERMINATION

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing 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.

22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
- A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. 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:

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

23. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

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

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

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

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Jonathan Hayford, 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) 287-3191.

27. **CONTRACT ADMINISTRATOR**

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

28. **CONFLICT OF INTEREST**

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

29. **NOTICES OR DEMANDS**

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

If to UTA:

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

If to Contractor:

Streamline Supply
ATTN: Steve Hampton
460 North 1000 West
Centerville, UT 84014
SteveH@streamlinesupply.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Brent Miller/Contractor’s Brain Jennings	Five calendar days
UTA’s Cheryl Beveridge/Contractor’s Steve Hampton	Five calendar days

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

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

31. **GOVERNING LAW**

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

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

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

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

UTAH TRANSIT AUTHORITY:

CONTRACTOR:

By _____ Date _____
Name _____
Title _____

DocuSigned by:
By Steve Hampton Date 9/7/2023
4D0B9F58A11E4CD...
Name Steve Hampton
Title President

By _____ Date _____
Name _____
Title _____

By _____ Date _____
Name _____
Title _____

DocuSigned by:
By Mike Bell Date 9/7/2023
70E33A415BA44E6...
Name Mike Bell
Title UTA Legal Counsel

EXHIBIT A

STATEMENT OF WORK

A. SCOPE OF WORK

The Scope of Work encompasses soap cleaning fluids for UTA's Bus and Rail vehicle wash stations and maintenance shop floors Contractor will meet the requirements and specifications as listed below (Sections 1.0, 2.0, 3.0, & 4.0) and as stated in this contract.

General:

This Contract's use of the words "will," "must," "shall," "directed," "required," "ordered," "designated" or similar words shall be understood to mean that it is a requirement of the Agency, unless otherwise expressly stated.

1.0 Project: Bus Vehicle Wash Soaps:

Introduction

Contractor will supply an indefinite quantity of Bus Vehicle wash soap to various UTA locations. This will be over a term of five (5) years.

Bus Vehicle wash soaps will be utilized in five different automated vehicle wash stations within UTA Bus Maintenance. The bus automated wash stations use a reclaimed water system and only allow for one single stage type of soap.

UTA's current container sizes for the vehicle wash soaps:

1. Ogden- 55 Gallon Drums
2. Depot District- 55 Gallon Drums
3. Meadowbrook- Has its own storage tank
4. Timp- 200 Gallon Totes (or 55 Gallon Drum only when totes are not available)
5. JR- UTA owned storage containers (TRAX LRV)
6. Lovendahl / Midvale UTA owned storage containers (TRAX LRV)
7. Warm Springs- UTA owned storage containers (FR HRV)

1.1 Bus Vehicle Wash Specifications:

Vehicle wash must meet all UTA's minimum requirements, as set forth below.

- 1.1.1 Bus wash soap solutions must comply with UTA wastewater discharge permits and allow for a pH final outfall discharge to city wastewater between 6.5-8.5 as measured electronically with a properly calibrated pH meter.
- 1.1.2 Soap solution must be affective at removing inorganic materials such as dust, lime, and salts. Will aid in removing discoloration from various metals and will brighten

aluminum. The soap mixture will be able to remove road film (dirt, smoke, and other contaminants).

- 1.1.3 UTA requires the ability to adjust the soap/water concentration mixture to suit its requirements throughout the year, based on the cleaning needs of the vehicles.
- 1.1.4 Contractor will supply and maintain the mechanisms required to introduce soap from the supplied soap container into UTA's vehicle wash systems and holding tanks. Bus vehicle wash soaps are typically delivered in 55 gallon drums.
- 1.1.5 Contractor will supply any Safety Data Sheets (SDS) related to its proposed products as listed in Exhibit B. This will be completed prior to any of Contractor's products being delivered to UTA facilities.
- 1.1.6 UTA reserves the right to be the sole determination of whether the product is effective and meets its needs.
- 1.1.7 Soap will not damage or deteriorate common vehicle paints. UTA also utilizes vehicle advertising wraps. The soap solution must not degrade the appearance or condition of these wraps. The use of improper cleaning agents can severely damage the vehicle's interior or exterior surfaces and components, especially finished surfaces and laminations. Listed below are the three most common bus types and their related paint coatings at UTA:

Bus Vehicle coating specifications:

Manufacturer Paint Coatings:

BLUE: Axalta 777407-EX

RED: Axalta 777406-EX

WITE: Axalta 735085-EX

BLACK GLOSS: Axalta N0001-EX

Satin Black: Aervo #344 - Hubs

DECALS: 3M White Reflective 680CR10; 3M Ruby Red Reflective 680CR-82;
& 3M Blue Reflective 680CR-75

- 1.1.8 Soap must be provided in liquid concentrate and delivered in either: (a) 55 gallon drums, or (b) in bulk containers as required below.
 - 1.1.8.1 If provided in drums, all drums need to have flat lids, not tapered. The hand trucks used to move these drums will not support the tapered lids. Drums shall be the "poly" type drums; metallic drums will not be accepted. Contractor shall pick up and legally recycle or dispose of empty poly drums as identified by UTA. UTA's Ogden and Central (Depot District facilities typically use 55 Gallon Drums while Meadowbrook has its own tank that would be filled by the vendor. UTA's Timpanogos facility utilizes large 200 gallon tote.
 - 1.1.8.2 If provided in bulk, the contractor will provide, install and maintain the storage containers at no cost to UTA. Storage containers and installation locations will be approved by the UTA. Installed storage tanks shall be removed by the Contractor no less than sixty (60) days after the contract expiration date or contract termination date and the areas involved returned to their original condition, at no cost to UTA. UTA owned holding tanks will need to be filled by the vendor.

- 1.1.9 Contractor shall check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- 1.1.10 Contractor shall be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- 1.1.11 Contractor will be responsible for the clean-up and clean-up costs of all spillage while hauling products under this contract.
- 1.1.12 All products must be manufactured in the United States. Contractor must have a properly licensed distributor or representative serving the local area.

2.0 Project: Light Rail Vehicle Wash Soaps:

Introduction

Contractor will supply an indefinite quantity of Light Rail Vehicle wash soap to various UTA locations. This will be over a term of five (5) years.

Vehicle wash soaps will be utilized in two different automated vehicle wash stations, located at the Jordan River Rail Service Center and the Midvale Rail Service Center. The automated wash system contains brushes and arch sprayers (see Figure 1). The system has provisions to use an acidic wash as an initial soap application, and second an alkaline soap is to be applied during the wash cycle.

UTA operates three types of light rail vehicles, the Siemens SD-100, SD-160, and S70. The S70 is a steel frame construction with fiberglass body panels. The SD-100 and SD-160 are a steel frame construction with steel body panels. All light rail vehicles are painted white with a vehicle wrap applied to the exterior.



Figure 1 - Jordan River Service Center Wash Bay



Figure 2 - Jordan River Service Center Mechanical Room

2.1 Light Rail Vehicle Wash Specifications:

2.1.1 Technical Specification

Vehicle wash must meet all UTA's minimum requirements, as set forth below.

- 2.1.1.1 Light rail vehicle wash soap solutions shall comply with UTA wastewater discharge permits and allow for a pH final outfall discharge to city wastewater between 6.5-8.5 as measured electronically with a properly calibrated pH meter.
- 2.1.1.2 The soap solution must be effective at removing inorganic materials such as dust, lime, and salts.
- 2.1.1.3 The soaps should aid in removing discoloration from various metals and brighten aluminum.
- 2.1.1.4 The soap mixture shall be able to remove road film (dirt, smoke, and other contaminants).
- 2.1.1.5 The soap mixture shall be safe for use on aluminum components.
- 2.1.1.6 The Contractor shall provide mixing ratio recommendations to allow UTA to adjust the soap/water concentration mixture to meet seasonal cleaning requirements throughout the year.
- 2.1.1.7 The Contractor shall supply and maintain the mechanisms required to introduce soap from the supplied soap container into UTA's vehicle wash systems and holding tanks.
- 2.1.1.8 The Contractor shall supply Safety Data Sheets (SDS) related to its proposed products with Proposal submittal. Note: UTA must have the SDS on file prior to any of the Contractor's products being delivered to UTA facilities.
- 2.1.1.9 Soaps shall be designed for use on high quality painted surfaces.
- 2.1.1.10 Soaps shall not damage, deteriorate, or degrade the condition of vehicle paint or wraps.
 - 2.1.1.10.1 Wrap and coating specifications are listed below:
 - Vehicle Wrap:
 - BLUE: 3M 180MC-17 VIVID BLUE
 - RED: 3M 180MC-53 CARDINAL RED
 - LAMINATE: 3M 8519 LUSTER
 - REFLECTIVE: 3M 780MC-IOR
 - Manufacturer Paint Coatings:
 - Tec/BASE® TC722 VOC High Gloss Clearcoat
 - Current Top Coatings:
 - TB550 Polyurethane Enamel 2.8
 - VOC High Gloss 829 Series HS Low
 - VOC 2K Polyurethane
- 2.1.1.11 UTA light rail vehicle wraps are currently being replaced with new. The Contractor shall demonstrate wash compliance with the 3M MCS warranty.
- 2.1.1.12 Soap composition shall be in conformance with Siemens recommendations

for use of cleaning agents, listed below.

- 2.1.1.12.1 DO NOT use cleaning solutions or compounds that contain any of the following chemicals or substances: Potassium Chloride, Potassium Hydroxide, Hydrochloric Carbons, Hydrochloric Acids, Butyl-suspended Cleaners (e.g., Butyl chlorides), Silica (grit), Teflons, Resins, Sealants, Glazes, Silicones.
- 2.1.1.12.2 If Contractor chooses to propose a wash soap containing chemicals or substances on the previous list, the submittal must be accompanied by a justification for why the substance is acceptable for use. Acceptance of the product will be at the sole discretion of UTA.
- 2.1.1.13 Soap must be provided in liquid concentrate and delivered in either: (a) 55-gallon drums, or (b) in bulk containers as required below.
 - 2.1.1.13.1 If provided in drums, all drums need to have flat lids, not tapered. The hand trucks used to move these drums will not support the tapered lids. Drums shall be the "poly" type drums; metallic drums will not be accepted. Contractor shall pick up and legally recycle or dispose of empty poly drums as identified by UTA.
 - 2.1.1.13.2 If provided in bulk, the contractor will provide, install and maintain the storage containers at no cost to UTA. Storage containers and installation locations will be approved by the UTA. Installed storage tanks shall be removed by the Contractor no less than sixty (60) days after the contract expiration date or contract termination date and the areas involved returned to their original condition, at no cost to UTA. UTA owned holding tanks will need to be filled by the vendor.
- 2.1.1.14 Contractor shall check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- 2.1.1.15 Contractor shall be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- 2.1.1.16 Contractor will be responsible for the clean-up and clean-up costs of all spillages while hauling products under this contract.
- 2.1.1.17 All products must be manufactured in the United States. Contractor must have a properly licensed distributor or representative serving the local area.
- 2.1.1.18 UTA reserves the right to be the sole determination of whether the product is effective and meets its needs.

3.0 Project: Commuter Rail Vehicle Wash Soaps

Introduction

Contractor will supply an indefinite quantity of Commuter Rail Vehicle wash soap to UTA's Warm Springs Locations. This will be over a term of five (5) years.

These wash soaps will be utilized in an automated vehicle wash station, located at the Warm Springs Rail Service Center. The automated wash system contains brushes and arch sprayers (see **Error! Reference source not found.**). The system has provisions to use an acidic wash as an initial soap application (figure 2), and second an alkaline soap (figure 3) is to be applied during the wash cycle.



(Figure 1- Warm Springs Vehicle Wash Soap Tank)



(Figure 2- Warm Springs Acidic Soap Tank)



(Figure 3- Warm Springs Alkaline Soap Tank)

3.1 Vehicle Wash Specifications:

3.1.1 Technical Specification

Vehicle wash must meet all UTA's minimum requirements, as set forth below.

- 3.1.1.1 Commuter rail vehicle wash soap solutions shall comply with UTA wastewater discharge permits and allow for a pH final outfall discharge to city wastewater between 6.5-8.5 as measured electronically with a properly calibrated pH meter.
- 3.1.1.2 The soap solution must be effective at removing inorganic materials such as dust, lime, and salts.
- 3.1.1.3 The soaps should aid in removing discoloration from various metals and brighten aluminum.
- 3.1.1.4 The soap mixture shall be able to remove road film (dirt, smoke, and other contaminants).
- 3.1.1.5 The soap mixture must be effective at removing diesel exhaust soot and ash from the top of the locomotive.
- 3.1.1.6 The soap mixture shall be safe for use on aluminum components.
- 3.1.1.7 The Contractor shall provide mixing ratio recommendations to allow UTA to adjust the soap/water concentration mixture to meet seasonal cleaning requirements throughout the year.
- 3.1.1.8 The Contractor shall supply and maintain the mechanisms required to introduce soap from the supplied soap container into UTA's vehicle wash systems and holding tanks. For Rail vehicle washes, UTA owns and uses its own holding tanks.
- 3.1.1.9 The Contractor shall supply Safety Data Sheets (SDS) related to its proposed products with Proposal submittal. Note: UTA must have the SDS on file prior to any of the Contractor's products being delivered to UTA facilities.
- 3.1.1.10 Soaps shall be designed for use on high quality painted surfaces. Such as Axalta Excel Pro 3420S paint.
- 3.1.1.11 Soaps shall not damage, deteriorate, or degrade the condition of vehicle paint or wraps.
- 3.1.1.12 Soap composition shall be in conformance with recommendations for use of cleaning agents, listed below.
 - 3.1.1.12.1 DO NOT use cleaning solutions or compounds that contain any of the following chemicals or substances: Potassium Chloride, Potassium Hydroxide, Hydrochloric Carbons, Hydrochloric Acids, Butyl-suspended Cleaners (e.g., Butyl chlorides), Silica (grit), Teflons, Resins, Sealants, Glazes, Silicones.

- 3.1.1.12.2 If a Contractor chooses to propose a wash soap containing chemicals or substances on the previous list, the submittal must be accompanied by a justification for why the substance is acceptable for use. Acceptance of the product will be at the sole discretion of UTA.
- 3.1.1.13 Soap must be provided in liquid concentrate and delivered in either: (a) 55-gallon drums, or (b) in bulk containers as required below.
 - 3.1.1.13.1 If provided in drums, all drums need to have flat lids, not tapered. The hand trucks used to move these drums will not support the tapered lids. Drums shall be the "poly" type drums; metallic drums will not be accepted. Contractor shall pick up and legally recycle or dispose of empty poly drums as identified by UTA.
 - 3.1.1.13.2 If provided in bulk, the contractor will provide, install and maintain the storage containers at no cost to UTA. Storage containers and installation locations will be approved by the UTA. Installed storage tanks shall be removed by the Contractor no less than sixty (60) days after the contract expiration date or contract termination date and the areas involved returned to their original condition, at no cost to UTA. UTA owned holding tanks will need to be filled by the vendor.
- 3.1.1.14 Contractor shall check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- 3.1.1.15 Contractor shall be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- 3.1.1.16 Contractor will be responsible for the clean-up and clean-up costs of all spillages while hauling products under this contract.
- 3.1.1.14 All products must be manufactured in the United States. Contractor must have a properly licensed distributor or representative serving the local area.
- 3.1.1.15 UTA reserves the right to be the sole determination of whether the product is effective and meets its needs.

4.0 UTA Floor Soap Specifications

Introduction

Contractor will supply an indefinite quantity of Commuter Rail Vehicle wash soap to UTA's Warm Springs Locations. This will be over a term of five (5) years.

4.1 Floor Soap Specifications:

Floor Soap must meet all UTA's minimum requirements, as set forth below.

- 4.1.1 Soap must be specifically formulated as low emulsion (quick release) detergents designed for use in high oil and grease environments as found in vehicle maintenance and repair shops.
- 4.1.2 Soap must be specifically formulated for use on painted concrete floors in vehicle maintenance shops and shall be non-corrosive to prevent damage to painted surfaces.
- 4.1.3 The Contractor shall provide mixing ratio recommendations to allow UTA to adjust the soap/water concentration mixture to meet seasonal cleaning requirements throughout the year.
- 4.1.4 The Contractor shall supply and maintain the mechanisms required to introduce soap from the supplied soap container into UTA's vehicle holding containers or tanks.
- 4.1.5 The Contractor shall supply Safety Data Sheets (SDS) related to its proposed products with Proposal submittal. Note: UTA must have the SDS on file prior to any of the Contractor's products being delivered to UTA facilities.
- 4.1.6 Soap must be provided in liquid concentrate and delivered in either: (a) 55-gallon drums, (b) in bulk containers, or totes.
 - 4.1.6.1 If provided in drums, all drums need to have flat lids, not tapered. The hand trucks used to move these drums will not support the tapered lids. Drums shall be the "poly" type drums; metallic drums will not be accepted. Contractor shall pick up and legally recycle or dispose of empty poly drums as identified by UTA.
 - 4.1.6.2 If provided in bulk, the contractor will provide, install and maintain the storage containers at no cost to UTA. Storage containers and installation locations will be approved by the UTA. Installed storage tanks shall be removed by the contractor at the end of the contract period and the areas involved returned to their original condition, at no cost to UTA.
- 4.1.7 Soap must comply with UTA wastewater discharge permits and allow for a pH discharge between 6.5-8.5 as measured electronically with a properly calibrated pH meter at the final outfall discharge to city wastewater.
- 4.1.8 Soap must be biodegradable (readily broken down by naturally occurring bacteria).
- 4.1.9 Soap must be low sudsing and usable in floor scrubbing machines in both dispensing and retrieval without leaving a residue.
- 4.1.10 Contractors shall specifically identify and quantify, in writing as part of their proposal, all detergents, additives, regulated and non-regulated chemicals contained in each detergent offered.
- 4.1.11 Detergents must be free of citrus based solvents (D-Limonene).

- 4.1.12 Detergents must be free of halogens.
- 4.1.13 Contractor shall check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- 4.1.14 Contractor shall be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- 4.1.15 Contractor will be responsible for the clean-up and clean-up costs of all spillages while hauling products under this contract.
- 4.1.16 All products must be manufactured in the United States. Contractor must have a properly licensed distributor or representative serving the local area.
- 4.1.17 UTA reserves the right to be the sole determination of whether the product is effective and meets its needs.
- 4.1.18 Emulsification break time shall be 12 minutes or less. This must be demonstrated through independent testing data provided at the time of the Proposal submittal. Soap shall contain appropriate emulsifiers to properly cut oil and grease and subsequently separate from the water-soluble layer sufficiently for oil and grease to be removed by oil water separation systems.

B. OTHER GENERAL REQUIREMENTS

QUANTITY: This is a requirements contract for the products or services identified herein. The quantities indicated in Exhibit B, are estimates only and are not to be considered or interpreted as a commitment or an obligation by UTA to purchase such amounts. UTA reserves the right to increase or decrease quantities as required during the term of the Contract.

MINIMUM ORDER QUANTITY: Reference Exhibit B Price Schedule for Contractor's applicable minimum order quantities in accordance with Contractor's submitted price proposal for the RFP.

If UTA's requirements do not result in orders in the quantities described as "estimated" quantities, that fact must not constitute the basis for a price adjustment or claim against UTA.

ORDERING: An authorized UTA representative will order product on an "as needed" basis throughout the term of the contract. Bulk and drum products will be ordered directly by UTA parts departments at the service locations. (See "Delivery Requirements") Email or phone-in orders placed by authorized UTA representative must be allowed and must reference a valid Contract Number and Delivery Location. Awarded Contractor must reflect the corresponding contract number 23-03684BCM, Delivery Location, Order Quantity, and UTA representative that placed the order(s) on all shipping documents and invoices to ensure prompt payment.

CHANGE ORDERS/ADDITIONS TO THE CONTRACT: UTA reserves the right to add or delete items to the contract after award.

Refer to Section 22 CHANGES for additional requirements.

OVERSTOCK RETURNS (NON-BULK ITEMS): During the term of the contract, the requirements for some items may change due to the removal of bus or rail vehicles from the

fleet, retrofitting, upgrades, or changes in procedures etc. While most of these changes are forecasted and dealt with accordingly, some changes may result in excess stock. The Contractor agrees that it will accept returns on excess items purchased under any resulting contract, for full credit against the original purchase price.

INVOICING AND PAYMENT TERMS: Invoices must not cover more than one delivery. Any applicable discounts must be clearly defined on invoices. Invoices for conforming product must reflect both the Contract Number, Ship To Address, Product ID# number, Product Description, Delivery Quantity, and unit price. Payment Terms will be Net30 for deliveries of all products.

Refer to Section 8 a & b UTA's INVOICING PROCEDURES for additional compliance requirements.

HANDLING/TRANSPORTING MATERIALS:

- Contractor must be licensed to handle and haul the products identified in this contract.
- Contractor must meet or exceed all OSHA, DOT, EPA and any other applicable state and federal regulations and specifications set for this type of service including obtaining all licenses and permits for handling product.
- Contractor's vehicles must meet all state and federal regulations pertaining to products being hauled. Vehicle must be licensed to transport products identified in this contract.
- Contractor's transporters must use only qualified and trained personnel to transport products.
- Contractor's transporters must check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- Contractor's transporters must be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- Contractor will be responsible for and indemnify UTA for the clean-up and clean-up costs of all Spillages while hauling UTA products.
- Contractor must have capabilities to pump directly from delivery truck to UTA equipment in rare circumstances.
- Delivery vehicle must be equipped with a powered tailgate, or equivalent, to prevent injury to employees or damage to product.
- The Contractor shall provide copies of all permits and licenses required for this type of service upon request by the Contract Administrator.

SHIPPING DOCUMENTS: All shipping documents must be clearly legible; completely filled out by the Provider; and compliant with all DOT regulations. The shipping document must detail; the full description of the product(s) being delivered and must include the contract number, ship to address, product number (as identified in the contract), quantity ordered, and quantity delivered. All shipments of Bulk product must include the Bill of Lading (BOL). Only authorized UTA employees may sign for the delivery of products. The product Safety Data Sheet (SDS) must be provided with every delivery. Failure of the Provider to properly complete

shipping documents may result in the delay or refusal of shipments. (See Scope of Work Specifications above for more details)

SAFETY DATA SHEETS (SDS): The product Safety Data Sheet (SDS) must be provided with every delivery. UTA's safety and environmental team will approve any applicable SDS. No product will be delivered to UTA or used on UTA property without prior approval by UTA.

DISCLOSURE OF PRODUCT COMPOSITION: The Contractor must furnish (SDS) or manufacturer's equivalent information sheets on the products delivered. These sheets must list complete chemical ingredients including the percentage composition of each ingredient, pH level, and the Chemical Abstract Services numbers (CAS#) for those substances, listing any potentially hazardous products which may produce gas during or following application.

DELIVERY REQUIREMENTS: In addition to Section 7 INSPECTION, DELIVERY AND TRANSFER OF TITLE. All deliveries shall be FOB Destination – UTA. All products will be delivered and unloaded at the Utah Transit Authority locations as designated at time or order (See **LOCATIONS FOR DELIVERY** below for the list of delivery locations). Products must be delivered as requested with standard delivery being within five (5) working days for “Bulk” products and fifteen (15) working days or sooner for Drum and Non-Bulk products. Only authorized UTA employees may sign for the delivery of products. *The delivery driver must properly identify himself/herself to the UTA representative upon arrival for each delivery.*

- Contractor must notify the order requestor no less than twelve (12) hours prior to each delivery, advising estimated time of arrival, product to be delivered, and estimated quantity.
- Split load capabilities are expected.
- Notice: UTA will have Camera Surveillance 24 hours 7 days a week.

DELIVERY TIMES: Deliveries will be accepted no earlier than 7:00 a.m. and not later than 5:00 p.m. on weekdays only. Deliveries will not be accepted on Saturdays, Sundays or legal holidays observed by UTA employees, unless authorized by the ordering Division. Variations to these times may be worked out with each ordering Location /Division.

Friday orders may be delivered the following Monday unless arrangements are made with the ordering Division for a Saturday delivery or a "same day" delivery (additional fees will not be charged for Saturday or "same day" deliveries). For orders placed the day before a holiday or a holiday weekend, delivery will be made the first working day following the holiday, or, on the date the order is placed. Shipments must be delivered where directed and within the time frame agreed upon. "Same day deliveries" are authorized as agreed to by the ordering Division.

LOCATIONS FOR DELIVERY: All deliveries for bulk and drum orders, deliveries will be made to the UTA Division requiring the product. Locations may be added or deleted through the life of the contract at the contract administrator's written consent. Service locations include the following:

Central Division Bldg 4 616 W 200 S Salt Lake City, UT 84104	Depot District Bldg 3 & 4 669 W 200 S Salt Lake City, UT 84101	Jordan River Rail Ser Ctr 2264 S 900 W Salt Lake City, UT 84119
Meadowbrook Division, Bldg 5 3600 S 700 W Salt Lake City, UT 84119	Mt Ogden Division Bldg 3 135 W 17th St Ogden, UT 84404	Mt. Timpanogos Division 1110 S Geneva Rd Orem, UT 84058
Riverside Division 3610 S 900 W Salt Lake City, UT 84119	TRAX/Lovendahl Center 613 W 6960S Midvale, UT 84047	Warm Springs Division 900 N 500W Salt Lake City, UT 84116

SPILLAGE: The Contractor will be solely responsible for and will indemnify UTA for the cost and timely clean-up of any product spills and/or leaks resulting from their negligence during or as a result of deliveries. The Contractor will also be responsible for all subsequent cost, damages, or loss to UTA property or equipment, or any other property or equipment, due to spill and/or leak as the result of their negligence. The Contractor must immediately notify the Contract Administrator or delegate of a spillage.

- UTA requires constant visual supervision of the bulk pumping process by the delivery driver from start to finish.
- All spills must be reported by the delivery driver to UTA receiving clerk immediately, regardless of amount.
- The cost of all spills and clean-up will be coordinated and paid by the Contractor.

BULK, CONTIANERS, DRUMS, TOTES, & LABELS:

All drums, totes, or containers must be properly sealed. All drums or containers showing evidence of leakage after delivery are to be replaced by the Contractor at no extra charge immediately upon report by the authorized UTA employee.

Empty drums will be picked up based on the following criteria: a.) The empty drums are completely empty of any product. b.) The empty drums are in the condition Contractor delivered them in, no dents or damages to drums. c.) There is an approximately 2 inch and a ¼ inch bung in each drum when delivered; both bungs must be in place to be picked up empty.

If leakage is discovered upon delivery, UTA reserve the right to refuse delivery. All drums, totes, or containers must be delivered with a vehicle equipped with a powered tailgate, or equivalent, to prevent injury to employees and damage to drums. Failure to do so may result in non-acceptance of delivery, and UTA will not be liable for any costs incurred by the Contractor. UTA will have the option of disposing of drums or having the Contractor pick-up empty drums. Any disposal cost incurred by UTA will be credited by the Contractor.

(See Section A. Scope of Work above for additional requirements)

BULK DELIVERIES:

The quantity of material delivered must be determined by measuring the quantity of product in the storage tank at the UTA facility, before the delivery and then again after, using UTA's measuring method and if applicable a conversion chart. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the shipping documents.

Deliveries will be measured by an authorized UTA representative with the tanker driver present. Any discrepancies between the measured amount in the tank and the amount shown on the bill of lading (BOL) will be noted on the bill of lading by the UTA representative and acknowledged by the driver.

In cases where discrepancies occur, UTA will be required to pay for only the amount verified through UTA's measurement method and not the amount shown on the bill of lading (BOL).

UTA maintains both underground storage tanks and above ground storage tanks. Bidder's tankers must carry the appropriate connections and pumps capable of pumping products into above ground storage tanks when necessary.

VERIFICATION OF DELIVERY ORDERS: If shipments or partial shipments fail to meet the requirements of this contract, or are in any other way defective, these shipments or partial shipments must be rejected. Each shipment will be verified by the UTA representative. Should a discrepancy occur, the Contractor will be notified immediately for disposition and resolution.

UTA reserves the right to take samples of every load of product delivered and test it for contaminants. If a sample is judged unacceptable, the delivery will not be accepted, and the Contractor will be responsible to provide another delivery within twenty-four (24) hours. Samples will be retained by UTA as evidence and will be available to the Contractor for testing if requested.

FAILURE TO COMPLY WITH SPECIFICATIONS/CONTAMINATED PRODUCTS: Any product that is contaminated or otherwise not in compliance with UTA specifications must be removed from the UTA property by the Contractor within 24 hours of notification at no cost to UTA. The Contractor will be responsible for all charges for any required clean-up caused by the contaminated product to include hoses, pumps, tanks etc.

The Contractor will reimburse UTA for all costs incurred to remove said products from UTA storage vessels to include man-hours and materials. The Contractor will also be responsible for any tests or evaluations required to place the storage tanks or vehicles back in service.

The Contractor will be required to replace the delivery with acceptable product within 24 hours of the time the storage facilities are cleared. The Contractor must meet or exceed all OSHA, DOT, EPA and any other applicable regulations and specifications set for this type of service, including obtaining all appropriate licenses and permits for handling the product. The Contractor must provide copies of all permits and licenses required for this type of service to the Contracting Office prior to starting work.

Refer to Section 7 INSPECTION, DELIVERY AND TRANSFER OF TITLE and Section 9 WARRANTY OF GOODS AND SERVICES for additional requirements.

