



INVITATION FOR BID

Cover Sheet

| General Information | | | |
|---|---|--------------------------------|----------------------------------|
| Project Name | Oils, Lubricants, and Fluids | | |
| Project Description | The Utah Transit Authority (UTA) seeks a Source to provide and deliver Oil, Lubricant, and Fluid Products to UTA Bus and Rail Divisions for 10 UTA locations from Ogden to Provo. | | |
| Project Start Date/Length | Approximately January 2023 / Five Years (5yr) Term | | |
| Contract Type | Firm Fixed Price | | |
| UTA Project Manager | Jonathan Hayford | | |
| Funding Source | <input checked="" type="checkbox"/> Local | <input type="checkbox"/> State | <input type="checkbox"/> Federal |
| DBE Goal | Race Neutral | | |
| Procurement Process Information | | | |
| IFB No. | 22-03628BCM | | |
| Contract Administrator | Brent Miller 669 West 200 South Salt Lake City, Utah 84101 (801)287-3009 brmiller@rideuta.com | | |
| This procurement will be an Invitation for Bid (IFB) | Award will be made to the low Responsive and Responsible bidder. | | |
| IFB Schedule: | | | |
| A) Issue Invitation to Bid | October 25, 2022, 2:00 pm MST | | |
| B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA | November 08, 2022, 2:00 pm MST | | |
| C) Last day for UTA to issue addenda and clarifications | November 15, 2022 | | |
| D) Deadline to submit bids | November 22, 2:00 pm MST | | |
| | | | |
| Included as part of this IFB | | | |
| Part 1 – Project Specific Information | | | |
| Part 2 – Procurement Process Information | | | |
| Part 3 – Standard Solicitation Terms | | | |
| Part 4 – Standard Contract Terms / Sample Contract | | | |
| Part 5 – Forms | | | |
| Bid Contents | | | |

| | | |
|---|----------|--|
| Page Limit Cover pages, table of contents, divider tabs, resumes, the Bid Form, and required forms do not count toward the page limit. | 25 pages | |
| Submittal Instructions <ul style="list-style-type: none"> One (1) electronic copy of the completed/signed Part 5 Declarations, Offer and Acceptance, and One (1) electronic copy of the Bid Form, each in pdf format, must be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions. | | |
| Required Forms To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below: | | |
| <ul style="list-style-type: none"> Signed Bid Forms and Declarations | | |



INVITATION FOR BIDS

Part 1 – Project information

GENERAL OVERVIEW GENERAL OVERVIEW

The Utah Transit Authority (UTA) was incorporated on March 2, 1970 under authority of the Utah Public Transit District Act of 1969 to provide a public mass transportation system for Utah communities. UTA seeks bids to supply UTA with oils, lubricants, and fluids for its Bus & Rail divisions as defined in this IFB, 22-03628BCM Oils, Lubricants, and Fluids.

UTA reserves the right to make an award of all or part of its requirements under this IFB to multiple Bidders.

CONTRACT PERIOD

~~The required time period for this project will five (5) years. To start January 1, 2023, and last through December 31, 2028.~~ The required time-period is five (5) years for this project. The contract shall commence upon the last signature date on Part 5 section C, and continue for no more than five (5) years. The expectation is that the Bidder(s) will provide all services and support necessary to fulfill all requirements set forth in this IFB for the duration of this contract period

SCOPE OF WORK

The Bidder is to provide UTA with vehicle oil, lubricants, and fluids as identified on 22-03628BCM Oils, Lubricants, and Fluids Bid Form. The contract involves products and service that are necessary for the continuation of UTA's vehicle services. Any delivery delays of these products and service would disrupt UTA services and would force UTA to immediately seek alternative sources. Timely delivery is critical to meeting UTA's ongoing needs.

PREREQUISITES: Bidder must allow for P-Card transactions as an alternate payment method for purchase transactions less than \$5000.00 USD. All other Invoicing and payment must be in accordance with this IFB, and the Invoicing & Payment instructions as stated in Part 4 Section 10 a&b of this IFB.

All suppliers, vendors, distributors, providers, or bidders of bulk engine oils must follow API RECOMMENDED PRACTICE #1525A for the handling of bulk engine oils in addition to API Recommended Practice #1525 for the handling of bulk oils. API Licensing /Certification must be provided with bid.

CONTINGENCY & EMERGENCY PLAN: Economic conditions and Supply-Chain shortages continue to impact all industries to include the petroleum markets. As a result, UTA requires that the Bidder must submit, with their bid: 1) a contingency plan that defines the Bidder's actions taken to mitigate cost and delivery uncertainties that affect the price, availability, and safe delivery of its products; 2) an Emergency Plan that defines its ability to ensure the safe and consistent delivery of

its products and outlines its ownership and process for the safe containment and disposal of any product spillage resulting from the negligence of the Bidder, its agents, employees or Subcontractors.

BIDDER EXPERIENCE: Bidder's bid must provide a minimum of three (3) references; including the customer's name, address, and duration of services provided, to document evidence of at least five (5) years' experience in providing the products that are the same as or similar to those listed on UTA's Bid Form. Failure to provide this supporting data and references may render the bid non-responsive.

BIDDER VISITS/TECHNICAL SUPPORT: The Bidder must be available, on an "on-call" basis, and within one working day (Monday through Friday), to visit and answer questions, resolve problems, and provide technical advice/support to all of UTA's Maintenance Divisions as necessary. Upon the Project Manager's request, the Bidder must provide product data and training where necessary. Bidder must visit each service location monthly to answer questions, resolve problems and provide technical advice.

The Project Manager will oversee and coordinate monthly site visits and any technical aspect of this IFB and provide guidance as needed. Contract performance will commence on January 1, 2023.

A. EXPLANATION OF THE PRICE

BID PRICE: Bidder must record all pricing for products as listed on UTA's 22-03628BCM Oils, Lubricants and Fluids Bid Form. The Bid Form will be attached as a separate excel worksheet as part of this IFB in SciQuest. Bidder's pricing must include product price and any applicable discounts, fees, or surcharges. Product pricing must also include the corresponding Unit-Of-Measure (UOM). For any applicable Fees, or Surcharges, the Bidder must clearly define and provide written justification showing such cost are fair and reasonable.

UTA will not be responsible for or pay Freight Charges, or any costs, charges, or fees not identified on the Bid Form. All Pricing must be Tax Exempt. UTA understands the Bidder may not be able to bid all products listed on the Bid Form.

Only product pricing, discounts, fees, surcharges, and minimum quantity amounts identified in the Bid Form will be accepted.

A Bidder's failure to follow the format specified may be considered non-responsive.

PRICE ESCALATION: UTA will consider price adjustments (increases and reductions) no more than two (2) times annually, to occur every six months starting January 1st and June 1st, of each contract year. Price adjustments will be evaluated and calculated per product item. The Bidder must submit and justify their request for price adjustments in writing and provide written documentation from their suppliers to support any price adjustments. The Bidder must address all items affected by a specific price change at the same time when possible. Price adjustments will not be retroactive; order prices will not be changed until the adjustments are approved through a UTA written change order. UTA must consider requests for product price adjustments within a reasonable time from date of receipt;

Bidder warrants that it will not delay delivery of items pending price changes. If price increases are not mutually acceptable, the contract product item will be canceled. Requests for price adjustments must be delivered to the UTA Purchasing Department Contract Administrator, attention Brent Miller (Contracts Buyer) via email to: brmiller@rideuta.com, or delegate, thirty (30) days prior to the next price adjustment period.

B. SPECIAL REQUIREMENTS

SPECIFICATIONS: All suppliers, vendors, distributors, providers, or bidders of bulk engine oils must follow API RECOMMENDED PRACTICE #1525A for the handling of bulk engine oils in addition to API Recommended Practice #1525 for the handling of bulk oils. API Licensing /Certification must be provided with bid.

Specifications are as stated on UTA's Bid Form. Specifications reflect the desired minimum requirements of UTA. No substitutes or equivalents will be allowed unless first approved and authorized in writing by UTA Fleet Engineering.

Bidder must provide specifications/characteristics for each product offered. Failure to provide this data/documentation may render the offer non-responsive.

PRODUCT and PRODUCT SUBSTITUTION: Bidder must ensure all products delivered to UTA are in compliance with UTA specifications as listed on UTA's Bid Form. UTA reserves the right to add additional oil, lubricant, and fluid products as necessary during the term of the Contract. No substitutes or equivalents will be allowed unless first approved and authorized in writing by UTA Fleet Engineering. (See below Part 3 Sec. 6 Request for Approved Equals or Changes for details).

C. OTHER GENERAL REQUIREMENTS

QUANTITY: This is a requirements contract for the products or services identified herein and effective for the time stated in this IFB. The quantities indicated on UTA's Bid Form, are estimates and are only to be used in helping the Bidder provide realistic pricing. It's understood these figures 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. Those items showing zero usage were not purchased in the last year. However, they are still active items in the UTA system and may be required under the new contract.

MINIMUM ORDER QUANTITY: Bidder must use UTA's 22-03628BCM Oils, Lubricants, and Fluids Bid Form to list any applicable minimum delivery amounts for bulk deliveries.

If the 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 Bidder must reflect the corresponding contract number 22-03628BCM, Delivery Location, and UTA representative that placed the order(s) on all shipping documents and invoices to ensure prompt payment.

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

OVERSTOCKRETURNS{NON-BULKITEMS}: During the term of the contract, the requirements for some items may change due to the removal of buses 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 Bidder agrees that they will accept returns on excess items purchased under any resulting contract, at the same price purchased.

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 listed on UTA's Bid Form.

See below Part 4 Contract Terms Section 10 a & b for compliance requirements with UTA's Invoicing and Payment terms.

HANDLING/TRANSPORTING MATERIALS:

- Bidder must be licensed to handle and haul the products identified in this contract.
- Bidder'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.
- Bidder's transporters must use only qualified and trained personnel to transport products.
- Bidder's transporters must check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- Bidder's transporters must be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- Bidder will be responsible for and indemnify UTA for the clean-up and clean-up costs of all spillages while hauling UTA products.

DELIVERY REQUIREMENTS: In addition to Part 4 Section 8 of this IFB the following is required. All Products including Bulk, Drums, and Non-Bulk will be shipped and delivered to Utah Transit Authority locations as designated at time or order (See **LOCATIONS FOR DELIVERY** below for the list of delivery locations). The Bidder must contact the order requestor or delivery location prior to each delivery, advising estimated time of arrival, product to be delivered, and estimated quantity. Products must be delivered as requested with standard delivery being within two (2) working days for "Bulk" products or fifteen (15) working days or sooner for Drum and Non-Bulk products. *The delivery driver must properly identify himself/herself to the UTA representative upon arrival for each delivery.*

DEIVERY 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.

- Product UTA considers Inventory items will be placed by the UTA Purchasing Department under separate purchase order(s). Delivery instructions will be as directed on each purchase order.
- 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 Bidder.
- Bidder must notify the UTA division requesting order of its delivery time, no less than twelve hours (12hrs) prior to scheduled delivery.
- Split load capabilities are expected.
- Bidder must have capabilities to pump directly from delivery truck to UTA equipment in rare circumstances.
- Notice: UTA will have Camera Surveillance 24 hours 7 days a week.

TANKER BULK DELIVERIES: The quantity of material delivered must be determined by measuring the quantity of product in the underground storage tank at the UTA facility, before the delivery and then again after, using a stick measurement and conversion chart. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the packing slip / delivery ticket.

Deliveries will be measured by a 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 the stick measurement 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.

DRUMS, TOTES, & SUPPLIED CONTAINERS: The contents of all drums, totes, or containers supplied under the contract must be clearly marked with the brand manufacturer's name, product's name, product ID number and origin, at a minimum. 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 Bidder at no extra charge immediately upon report by the UTA representative.

If leakage is discovered upon delivery, UTA reserve the right to refuse delivery. All 55-gallon drums 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 Bidder. UTA will have the option of disposing of drums or having the Bidder pick-up empty drums. Any disposal cost incurred by UTA will be credited by the Bidder.

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 Bidder delivered them in, no dents or damages to drums. c.) There is a 2 inch and a ¼ inch bung in each drum when delivered; both bungs must be in place to be picked up empty.

VERIFICATION OF DELIVERY ORDERS: The Bidder must include a packing slip/ delivery ticket with each order that details 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, quantity delivered, contract unit price and extended amount. Failure to provide this information may cause delays in payments. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the packing slip / delivery ticket.

Bidder must ensure all non-bulk products including drums / totes must be fully marked to indicate the manufacturer's name, product identification, classifications and compliance with specified grades and manufacturer's test compliance. If shipments or partial shipments fail to meet the specifications, or are in any other way defective, these shipments or partial shipments must be rejected. Upon UTA request or whenever applicable, the Bidder must provide a copy of the Safety Data Sheet (SDS) for delivered products.

Each shipment will be verified by the UTA representative. Should a discrepancy occur, the Bidder will be notified immediately.

SPILLAGE: The Bidder 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 Bidder will also be responsible for all subsequent 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 Bidder must immediately notify the buyer of a spillage.

SAMPLES AND TESTING: UTA reserves the right to take samples of every load of product delivered and test it for water and contaminants. If a sample is judged unacceptable, the delivery will not be accepted, and the Bidder 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 Bidder for testing if requested.

SAFETY AND BIDDER SAFETY ORIENTATION TRAINING: The Bidder must comply with all OSHA, EPA, DOT and all other local, State and Federal regulations, rules and guidelines pertaining to safety and will be solely responsible for any fines, citations, or penalties it may receive while working on this project.

SAFETY DATA SHEETS (SDS): All Safety Data Sheets (SDS) applicable to any item or product called for under this IFB or required for use on UTA property as a result of this IFB, are required at bid submission, UTA's safety and environmental team will approve any applicable SDS prior to the award of the contract. No product will be delivered to UTA or used on UTA property without prior approval by UTA; no contract will be awarded without this approval.

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

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 Bidder within 24 hours of notification at no cost to UTA. The Bidder will be responsible for all charges for any required clean-up caused by the contaminated product to include hoses, pumps, tanks etc.

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

The Bidder will be required to replace the delivery with acceptable product within 24 hours of the time the storage facilities are cleared. The Bidder 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 Bidder must provide copies of all permits and licenses required for this type of service to the Contracting Office prior to starting work.

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:

Meadowbrook Division
3600 S 700 W, Bldg 3
Salt Lake City, UT 84119

Central Division
611 W 200 S
Salt Lake City, UT 84104

Mt Ogden Division
135 W 17th St
Ogden, UT 84404

TRAX/Lovendahl Center
613 W 6960S
Midvale, UT 84047

Jordan River RailService Center
2264S 900W
Salt Lake City, UT 84119

Mt. Timpanogos Division
1110 S Geneva Rd
Orem, UT 84058

Riverside Division
3610S 900W
Salt Lake City, UT 84119

Meadowbrook Support Maintenance
3600 S 700 W, Bldg 8
Salt Lake City, UT 84119

Warm Springs Division
900 N 500W
Salt Lake City, UT 84116

UTAShippingandReceiving Mark For: (PO#)
3600S 700W
Salt Lake City, UT 84119



INVITATION FOR BIDS

Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low Responsive and Responsible bidder. Low bid must be determined by the bid price for the products defined on UTA's 22-03628BCM Oils, Lubricants and Fluids Bid Form

UTA reserves the right to award all or part of its requirements under this IFB to multiple Bidders.

Awardee(s) will be required to provide a Certificate of Insurance (COI) (i.e., Acord form)

Please use the Excel '22-03628BCM Oils, Lubricants, and Fluids Bid Form' attached in SciQuest to record bid pricing.

Bid must be Submitted in SciQuest



INVITATION FOR BIDS

Part 3 – Standard Terms of Solicitation

INSTRUCTIONS TO BIDDERS

1.1.1.1 Submission of Bids.

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

Log onto SciQuest at <https://solutions.SciQuest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>; if you have already registered, login and search by Utah Transit Authority or the IFB number.

If you need to create an account, please select “Create Account” and then you can search UTA or the IFB number identified on the Cover Page. If you need assistance, please email the Utah Supplier Portal Support at SciQuestadmin@utah.gov. Instructions to Bidders are included in the IFB documents.

1.1.1.2 Minimum Standards.

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

1.1.1.3 Confidential, Protected, and Public Information

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

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

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

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the

Bid is submitted and include a cover sheet stating "DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION" and identifying each section and page which has been so marked;

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

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

1.1.1.4 Submitting Questions to UTA

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

1.1.1.5 Requests for Approved Equals or Changes

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

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

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

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

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

component, and/or equipment that may be called for in this IFB and must propose a suitable substitute for consideration.

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

1.1.1.6 Addenda to the Invitation for Bids

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

1.1.1.7 Multiple or Alternative Bids

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

1.1.1.8 Withdrawal of Bids

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

1.1.1.9 Cost of Bids

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

1.1.1.10 Examination of Invitation for Bids

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

1.1.1.11 Firm Offer

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

1.1.1.12 Disclosure of Organizational Conflict of Interest

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

1.1.1.13 No Collusion

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

1.1.1.14 Federal Requirements. (if applicable)

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

- a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder must submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided must include the following:
 - Set up and maintain contractor login for all persons inputting information in the system
 - Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
 - All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
 - All subcontract award amounts, date signed, and change orders
 - Certified payroll information must be uploaded on a weekly basis; all other information must be uploaded or input no less than monthly.

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

SELECTION PROCESS

1.1.1.15 Public Opening

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

1.1.1.16 UTA's Procurement Options

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

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

1.1.1.17 Responsiveness

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

1.1.1.18 Responsibility

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

1.1.1.19 Checking References.

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

1.1.1.20 Requests for Clarification

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

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

PROTESTS

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

All protests must include:

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

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

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

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



INVITATION FOR BIDS

Part 4 – Contract Terms

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

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

reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor must be responsible for delivery costs and all risk of loss must remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor must deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor 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. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

10. INVOICING AND PAYMENT:

- a. Contractor must invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor must submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor must 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 must have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA must not be unreasonably withheld. UTA must 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 must be provided to Contractor within thirty (30) calendar days of invoice submittal.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Vendor warrants that: (1) the Good will do what the salesperson said it would do, (2) the

Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Vendor’s skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems 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.

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

13. INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, 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 must 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 must 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 must be endorsed to include the following additional insured language: "The Utah Transit Authority must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
 - b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

Bodily Injury and Property Damage 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 must be endorsed to include the following additional insured language: "The Utah Transit Authority must 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 must contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement must not apply when a Contractor or subcontractor is exempt under UCA, AND when such Contractor or subcontractor executes the appropriate waiver form.

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

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

| | | |
|-----------------------------|------------------|------------------------|
| Each Claim | _____ | \$1,000,000 |
| Annual Aggregate | _____ | \$2,000,000 |

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

5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies must 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 must be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
- 3. Contractor and their insurers must endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance must be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must 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 must 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 must 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 UTA Contract Administer and utahta@Ebix.com and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract must be emailed directly to Contract Administrator and EBIX insurance. The Utah Transit Authority project/contract number and project description must 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:** Contractor s' certificate(s) must include all subcontractor s as additional insureds under its policies or subcontractor s must maintain separate insurance as determined by the Contractor, however, subcontractor 's limits of liability must not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance must name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. 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 must be made by Claims and Insurance Department or the Office of General Counsel, whose decision must be final. Such action will not require a formal Contract amendment but may be made by administrative action.
14. **TERMINATION FOR COVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA must pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor must account for the same, and dispose or deliver it in the manner the UTA directs.
15. **DEFAULT:** If Vendor: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) 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, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be

entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.

16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify, and hold UTA, its officers, agents, and employees harmless from liability of any kind or nature, arising from Vendor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.
17. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor 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, Vendor must 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 Vendor to submit additional environmental documents. Vendor must provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.
18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor must not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
23. **UTAH ANTIDISCRIMINATION ACT:**
Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA

Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program, or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles, or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

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



INVITATION FOR BIDS

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

A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

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

Addendum No. ___ Date _____
 Addendum No. ___ Date _____
 Addendum No. ___ Date NA _____
 Addendum No. ___ Date _____

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

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

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

VGP Holdings LLC

(Contractor's Name)

(Signature)
David T. Young, VP of Sales

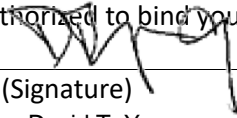
(Print Name)

B. CONTRACTOR'S OFFER

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid must be considered null and void.

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

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

| | |
|--|--|
| VGP Holdings LLC |  |
| _____ (Contractor's Name) 100 Valvoline Way, Lexington, KY 40509 | _____ (Signature) David T. Young |
| _____ (Contractor's Address) 503-961-0397 | _____ (Print Name) VP of Sales |
| _____ (Contractor's Phone Number) scott.kay@valvoline.com | _____ (Title) 2-2-23 |
| _____ (Contractor's Email Address) 61-1782198 | _____ (Date) |
| _____ (Contractor's EIN) | |

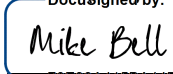
C. UTA'S ACCEPTANCE and BINDING CONTRACT

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

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

| | |
|----------------------------------|-----------------------------|
| _____ Date _____ | _____ Date _____ |
| Name / (Chief Operating Officer) | Name / (Executive Director) |

_____ Date _____

DocuSigned by:
Name (Project Manager)
 Date 2/3/2023

70E33A415BA44F6...
Name / (UTA Legal)

PRICE SCHEDULE For UTA Contract 22-036284 with VAVLOINE

| PRICE SCHEDULE For UTA Contract 22-036284 with VALVOLINE | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|------|------|--|---|---|-----------------------|---------------------|---------------------|----------------|---------------|--------------------------------------|----------------|---------------|----------------------|----------------|---------------|--------------------------------------|----------------|---------------|----------------------|----------------|---------------|----------------------------|
| UTA Invitation for Bid (IFB) 22-036284M 5 Year Oil, Lubricants, and Fluids | | | | | | | | | | | | | | | | | | | | | | | | |
| For Five (5) Year Period (January 1, 2023 - December 31, 2027) | | | | | | | | | | | | | | | | | | | | | | | | |
| 2023 - 2027 Estimated Usage Qty's | | | | | | | | | | | | | | | | | | | | | | | | |
| Item | P - Petroleum P - Fluid PA - Petroleum Added FA - Fluid | Bulk | Drum | Description | Specifications | Brand | Valvoline Part Number | UTA's Requested UOM | Year 1 (2023) | | | Year 2 (2024) | | | Year 3 (2025) | | | Year 4 (2026) | | | Year 5 (2027) | | | |
| | | | | | | | | | Est. 2023 Usage Qty | UOM Unit Price | Est'd Price | Est. 2024 Usage Qty w/ 2% escalation | UOM Unit Price | Est'd Price | Est. 2025 Usage Qty | UOM Unit Price | Est'd Price | Est. 2026 Usage Qty w/ 2% escalation | UOM Unit Price | Est'd Price | Est. 2027 Usage Qty | UOM Unit Price | Est'd Price | Y 2023-2027 (5Y) Total Qty |
| 1 | P | | Drum | VALVOLINE MANULFE ATF BULK | meets Mercon LV, LVV, & Dextron 6, (12/22/22 Valvoline - Scott & Curt Oil - Blake both listed MANULFE spec's Mercon LV & Dextron 6 only no LVV) Fleet Engineering to fit spec. LV fluid meets LVV 10000 series. | Valvoline | MANULFE VV326 | GAL | 400 | \$ 16.95 | \$ 6,780.00 | 408 | \$ 17.20 | \$ 7,017.60 | 400 | \$ 17.40 | \$ 6,960.00 | 408 | \$ 17.60 | \$ 7,180.80 | 400 | \$ 17.80 | \$ 7,120.00 | 2036 |
| 2 | P | | Bulk | VALVOLINE MANULFE ATF BULK | meets Mercon LV, LVV, & Dextron 6, (12/22/22 Valvoline - Scott & Curt Oil - Blake both listed MANULFE spec's Mercon LV & Dextron 6 only no LVV) Fleet Engineering to fit spec. LV fluid meets LVV 10000 series. | Valvoline | MANULFE VV3240 | BULK (GAL) | 400 | \$ 14.95 | \$ 5,980.00 | 408 | \$ 15.20 | \$ 6,201.60 | 400 | \$ 15.40 | \$ 6,160.00 | 408 | \$ 15.60 | \$ 6,364.80 | 400 | \$ 15.80 | \$ 6,320.00 | 2036 |
| 3 | P | | Drum | SD390 MOTOR OIL QT | CK-4Meets or Exceeds: API SN, API SM, API S1, API S1, ESAC GF-6A, ACEA A5/B5-16, API SN Plus, API SN Plus Resource Conserving, API SP, API SP Resource Conserving, ASTM: 1200 (incl)D445-11a, D97-11, D2896-11,D92-05, D5800-10, D2270-10a1,D4688-10, GF1/GF-4, CE1,20000 | Valvoline / Premium Blue 1 Solution Gen-2 | 882428 | QRT | 0 | \$ 0.76 | \$ - | 0 | \$ 0.83 | \$ - | 0 | \$ 0.88 | \$ - | 0 | \$ 0.93 | \$ - | 0 | \$ 0.98 | \$ - | 0 |
| 4 | P | | Drum | 9920 SYNTHETIC BLEND DRUM | ASTM: D2896-11a, D445, D462,D2007-11,D2896-11, D92, D5800-10, D2270-10a1, D4684-08, D8, 1A, GF-5/GF-4, ACDMA, Dexon 1, MS-6395, VSS-M3036-A, API SP, GF-6, Dexon 2 | Valvoline or approved equal | VV110 | DRUM 55gal | 0 | \$ 683.75 | \$ - | 0 | \$ 669.50 | \$ - | 0 | \$ 676.50 | \$ - | 0 | \$ 687.50 | \$ - | 0 | \$ 698.50 | \$ - | 0 |
| 5 | P | | Bulk | ACDelco Dexon SW 80 Synthetic | API SP, GF-6, Dexon 2 | Valvoline or approved equal | 881164 | GAL | 2000 | \$ 15.50 | \$ 30,600.00 | 2040 | \$ 15.05 | \$ 30,702.00 | 2000 | \$ 15.50 | \$ 31,000.00 | 2040 | \$ 15.70 | \$ 32,038.00 | 2000 | \$ 15.90 | \$ 31,800.00 | 10080 |
| 7 | P | | Drum | PREM BLUE 1 SOLUTION GEN 3 GA JUG | Must meet CES 20002, API, C44 SP, SAE Plus, must be good for diesel and natural gas specifications of Cummins. | Valvoline | 891007 | GAL | 2044 | \$ 14.55 | \$ 29,740.20 | 2085 | \$ 14.80 | \$ 30,856.20 | 2044 | \$ 15.00 | \$ 30,660.00 | 2085 | \$ 15.20 | \$ 31,690.38 | 2044 | \$ 15.40 | \$ 31,477.60 | 10080 |
| 8 | P | | Bulk | PREM BLUE 1 SOLUTION GEN3 BULK | Must meet CES 20002, API, C44 SP, SAE Plus, must be good for diesel and natural gas specifications of Cummins. | Valvoline | 891001 | BULK (GAL) | 25100 | \$ 12.35 | \$ 310,096.15 | 25611 | \$ 12.60 | \$ 322,700.87 | 25100 | \$ 12.80 | \$ 321,396.20 | 25611 | \$ 13.00 | \$ 332,945.34 | 25100 | \$ 13.20 | \$ 331,438.80 | 13864 |
| 9 | P | | Drum | 80W90 GEAR OIL | SAE J2360, MT-1, GD-1, G-760, ATSM: D445, D2983-09, D2270-10a1, D97-11a, D92-05. | Valvoline HD, or approved equal | 803515 | GAL | 1100 | \$ 6.00 | \$ 6,600.00 | 1122 | \$ 5.825 | \$ 18,292.50 | 1100 | \$ 5.65 | \$ 18,095.00 | 1122 | \$ 5.655 | \$ 18,681.30 | 1100 | \$ 5.680 | \$ 18,579.00 | 554 |
| 10 | P | | Bulk | 80W90 GEAR OIL BULK | SAE J2360, MT-1, GD-1, G-760, ATSM: D445, D2983-09, D2270-10a1, D97-11a, D92-05. | Valvoline HD, or approved equal | 798466 | BULK (GAL) | 1100 | \$ 14.40 | \$ 15,840.00 | 1122 | \$ 14.65 | \$ 16,437.30 | 1100 | \$ 14.85 | \$ 16,335.00 | 1122 | \$ 15.05 | \$ 16,886.10 | 1100 | \$ 15.25 | \$ 16,775.00 | 554 |
| 11 | P | | Drum | 80W90 GEAR OIL DRUM | SAE J2360, MT-1, GD-1, G-760, ATSM: D445, D2983-09, D2270-10a1, D97-11a, D92-05. | Valvoline HD, or approved equal | 803514 | DRUM 55gal | 44 | \$ 866.25 | \$ 38,115.00 | 45 | \$ 880.00 | \$ 39,600.00 | 44 | \$ 891.00 | \$ 39,204.00 | 45 | \$ 902.00 | \$ 40,481.70 | 44 | \$ 913.00 | \$ 40,172.00 | 222 |
| 12 | P | | Drum | MOBIL DTE 24 - RANDO HD DRUM | ASTM: D2896-11a, D445, D2270-10a1, D97-11a, D92-05, D464, D865-09, D1401-10, GF-4, GF-5, GF-6 | Exxon Mobil | VV402 | DRUM 55gal | 0 | \$ 595.25 | \$ - | 0 | \$ 600.00 | \$ - | 0 | \$ 616.00 | \$ - | 0 | \$ 627.00 | \$ - | 0 | \$ 638.00 | \$ - | 0 |
| 13 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 14 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 15 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 16 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 17 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 18 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 19 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 20 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 21 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 22 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 23 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 24 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 25 | P | | Drum | VALVOLINE 15W-40 FULL SYNTHETIC GREASE | ASTM: D153, D153-12 | Valvoline or Approved Equal | 890000 | DRUM 55gal | 0 | \$ 15.42 | \$ - | 0 | \$ 15.30 | \$ - | 0 | \$ 15.48 | \$ - | 0 | \$ 15.65 | \$ - | 0 | \$ 15.82 | \$ - | 0 |
| 26 | F | | Drum | DAT COOLANT Drum | Power Cool Plus Extended Life, CES 14603. Must be approved by Cummins. | Detroit Diesel, | 846440 | DRUM 55gal | 499 | \$ 371.25 | \$ 183,768.75 | 505 | \$ 387.75 | \$ 195,716.25 | 495 | \$ 398.75 | \$ 197,381.25 | 505 | \$ 409.75 | \$ 206,882.75 | 495 | \$ 420.75 | \$ 208,712.25 | 2495 |
| 27 | F | | Bulk | DAT COOLANT BULK | Power Cool Plus Extended Life, CES 14603. Must be approved by Cummins. | Detroit Diesel, | 846440 | BULK (GAL) | 4100 | \$ 6.75 | \$ 27,675.00 | 4182 | \$ 7.025 | \$ 29,483.10 | 4100 | \$ 7.225 | \$ 29,725.00 | 4182 | \$ 7.425 | \$ 31,155.90 | 4100 | \$ 7.625 | \$ 31,385.00 | 2086 |
| | | | | | | | | | 978,932.86 | | | \$ 1,044,655.02 | | | \$ 765,888.03 | | | \$ 1,089,747.60 | | | \$ 797,387.40 | | | |
| | | | | | | | | | 978,932.86 | | | \$ 1,044,655.02 | | | \$ 765,888.03 | | | \$ 1,089,747.60 | | | \$ 797,387.40 | | | |