



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

---

**Wednesday, June 22, 2022**

**9:00 AM**

**FrontLines Headquarters**

---

The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) 669 W. 200 S., Salt Lake City, Utah.

**For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.**

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Jay Fox
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
  - a. Approval of June 08, 2022, Board Meeting Minutes
6. **Reports**
  - a. Executive Director's Report Jay Fox
    - UTA Tribute: Light Rail Local Roadeo
    - UTA Tribute: Government Finance Officers Association (GFOA) Award
    - UTA Tribute: Rail Apprenticeship Program Content Experts
  - b. Pension Committee Report Jeff Acerson
  - c. Financial Report - April, 2022 Bill Greene  
Brad Armstrong  
Daniel Hofer
7. **Resolutions**
  - a. R2022-06-02 - Resolution Approving the First Amendment to the Authority's 2022 Capital Budget Bill Greene  
Daniel Hofer

- |    |   |                             |
|----|---|-----------------------------|
| b. | R2022-06-03 - Resolution Approving the First Amendment of the Authority's 2022-2026 Capital Plan  | Bill Greene<br>Daniel Hofer |
| c. | R2022-06-04 - Resolution Authorizing Execution of Amendment Number 3 to an Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City for the Cooperative Construction of a TRAX Station at 650 South Main Street | David Osborn                |

## 8. Contracts, Disbursements and Grants

- |    |   |                                   |
|----|---|-----------------------------------|
| a. | Contract: Bombardier Truck Overhaul - Parts Procurement (Gray Manufacturing and Alstom)   | Jared Scarbrough<br>Kyle Stockley |
| b. | Contract: Passenger Minivans for Vanpool (Tony Divino Toyota)   | Jared Scarbrough<br>Kyle Stockley |
| c. | Contract: FrontRunner Station Gap Filler Material Procurement (SK Polymer Co. Ltd.)   | Jared Scarbrough<br>Kyle Stockley |
| d. | Contract: Dental Insurance Services - Administrative and Bargaining Unit Employees (EMI Health)   | Ann Green-Barton                  |
| e. | Contract: Life and Disability Insurance Services- Administrative and Bargaining Unit Employees (Lincoln Financial Group)  | Ann Green-Barton                  |
| f. | Change Order: FAREPAY Card Program Management Modification #2 (Interactive Communications International, Inc. "InComm")   | Kyle Brimley<br>Jerry Van Wie     |
| g. | Change Order: Computer Aided Dispatch (CAD)/Automatic Vehicle Location (AVL) Transit Management Systems (TMS) Modification #2 - Upgrades and Contract Extension (Talrace)         | Kyle Brimley                      |
| h. | Pre-Procurements<br>- Meadowbrook Building 3 Restrooms and First Aid Room Remodeling<br>- Light Rail Vehicle 1122 Accident Repair<br>- Bus Stop Shelters<br>- Janitorial Services | Todd Mills                        |

**9. Service and Fare Approvals**

- |    |   |                                |
|----|---|--------------------------------|
| a. | Sponsored Fare Agreement: Trip Reduction Program/Free-Fare Days - Amendment One (Division of Air Quality) | Kensey Kunkel                  |
| b. | Fare Agreement: Hive Pass Purchase and Administration - Amendment 3 (Salt Lake City Corporation)          | Kensey Kunkel                  |
| c. | Fare Agreement: ECO Trip Rewards Trip Based Agreement Amendment No. 2 (Salt Lake City Corporation)        | Kensey Kunkel                  |
| d. | Fare Agreement: Medicaid Transportation Contract (Utah Department of Health)                              | Monica Morton<br>Kensey Kunkel |

**10. Discussion Items**

- |    |                         |               |
|----|-------------------------|---------------|
| a. | Benchmark Survey Report | Andrea Packer |
|----|-------------------------|---------------|

**11. Other Business**

Chair Carlton Christensen

- |    |   |
|----|---|
| a. | Next Meeting: Wednesday, July 13th, 2022 at 9:00 a.m. |
|----|---|

**12. Closed Session**

Chair Carlton Christensen

- |    |   |
|----|---|
| a. | Strategy Session to Discuss Pending or Reasonably Imminent Litigation |
|----|---|

**13. Open Session**

Chair Carlton Christensen

**14. Adjourn**

Chair Carlton Christensen

**Meeting Information:**

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- For in-person attendance please consider current CDC COVID-19 guidelines and do not attend if you are not feeling well.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location.
- Public Comment may also be given through alternate means. See instructions below.

- o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, July 21st will be distributed to board members prior to the meeting.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jana Ostler, Board Manager  
**FROM:** Jana Ostler, Board Manager

**TITLE:**

---

**Approval of June 08, 2022, Board Meeting Minutes**

---

**AGENDA ITEM TYPE:**

Minutes

---

**RECOMMENDATION:**

Approve the minutes of the June 08, 2022, Board of Trustees meeting

---

**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday June 08, 2022 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](https://www.utah.gov/pmn/sitemap/notice/760313.html) <<https://www.utah.gov/pmn/sitemap/notice/760313.html>> and video feed is available through the [UTA Board Meetings page](https://rideuta.com/Board-of-Trustees/Meetings) <<https://rideuta.com/Board-of-Trustees/Meetings>>.

---

**ATTACHMENTS:**

1. 2022-06-08\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

---

**Wednesday, June 8, 2022**

**9:00 AM**

**FrontLines Headquarters**

---

**Present:** Chair Carlton Christensen  
Trustee Beth Holbrook  
Trustee Jeff Acerson

(Note: Trustee Acerson joined the meeting electronically.)

Also attending were UTA staff, media, and interested community members.

**1. Call to Order and Opening Remarks**

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:02 a.m.

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Jana Ostler, UTA Board Manager, delivered a brief safety message.

**4. Public Comment**

No public comment was given.

**5. Consent**

**a. Approval of May 25, 2022, Board Meeting Minutes**

**b. UTA Policy - UTA.02.08 - Mileage Reimbursement Policy**

A motion to approve the consent agenda was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously.

**6. Reports****a. Executive Director's Report**

- **Complimentary Fare Update**
- **GFOA Award**
- **UTA Tribute - Fares Team**

**Complimentary Fare Update**

Jay Fox, UTA Executive Director, was joined by Kensey Kunkel, UTA Manager - Business Development & Sales. Ms. Kunkel provided an update on complimentary fares in accordance with board resolution R2021-07-04, which authorizes entry into certain sponsored fare agreements for special events as part of the authority's COVID-19 recovery efforts. Three event partnerships - The Church of Jesus Christ of Latter-day Saints April General Conference, the Salt Lake Marathon, and the Tumbleweeds Film Festival - gave approximately 58,000 individual access to transit. Ms. Kunkel reported an estimated 4-8% of the event attendees utilized their transit benefit, resulting in a total of 4,600 to 9,300 rides related to the complimentary fares.

Discussion ensued. Questions on the deadline associated with R2021-07-04, the number of anticipated events remaining, and partner feedback were posed by the board and answered by staff.

**GFOA Award**

This item was deferred to a future meeting.

**UTA Tribute - Fares Team**

Mr. Fox was joined by Nichol Bourdeaux, UTA Chief Planning and Engagement Officer. Ms. Bourdeaux recognized the fares team for negotiating a proposed contract with the Salt Lake School District to provide all K-12 students and school staff with UTA passes.

Discussion ensued. A question on the impacts of the contract on school bus service was posed by the board and answered by staff. Chair Christensen suggested approaching the state school board with the Salt Lake School District model.

**b. Committee on Accessible Transportation (CAT): Annual Update**

Willie Black, CAT Chair, was joined by Amanda Salmon, UTA Civil Rights Compliance Officer - ADA. Mr. Black summarized the CAT objective. Mr. Black and Ms. Salmon co-presented and highlighted significant contributions the committee has made to the agency over the past year, such as providing feedback on paratransit conditional eligibility criteria, automatic TRAX door opening, UTA On Demand services, and timetable cases at bus stops. They also mentioned past committee initiatives, which include accessible boarding locations on TRAX, access to priority seating on TRAX, and accessible platform seating locations on FrontRunner. Mr. Black and Ms. Salmon spoke about the premium paratransit pilot, free fares, and criteria for paratransit pick up locations. They then discussed past feedback from the CAT regarding UTA's travel

training curriculum, electronic reduced fare application, system map accessibility, and On Demand/paratransit integration. Mr. Black concluded by outlining the next steps for the committee.

Discussion ensued. Questions on existing paratransit conditional eligibility criteria, timetable cases, paratransit pickup location criteria, and electronic access issues were posed by the board and answered by Mr. Black and Ms. Salmon.

The board thanked the CAT for its contributions to the agency.

## 7. Resolutions

### a. **R2022-06-01 - Resolution Approving the Amended Station Area Plan for Ogden Central Station**

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Jordan Swain, UTA Transit-Oriented Development Project Manager. Mr. Drake reviewed a proposed amendment to the station area plan for the Ogden Central Station, which:

- Reconciles recommendations made in the Ogden Onboard and Make Ogden plans;
- Identifies major infrastructure improvements;
- Provides a more detailed vision for the FrontRunner station; and
- Outlines an implementation process for the plan.

Mr. Drake mentioned that this amended plan was approved by the UTA Local Advisory Council previously.

Mr. Swain then elaborated on the vision, circulation plan, parking and transit plan, implementation plan, and critical milestones moving forward.

Discussion ensued. A question on the FrontRunner platform relocation was posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

## 8. Contracts, Disbursements and Grants

### a. **Contract: House Bill 322 Implementation and Pass-Through Funds Agreement (UDOT)**

Bill Greene, UTA Chief Financial Officer, was joined David Hancock, UTA Acting Director of Capital Development. Mr. Hancock requested the board approve a contract with the Utah Department of Transportation (UDOT), which defines terms for managing fund transfers prescribed in House Bill 322 (HB 322). HB 322 was enacted by the Utah State

Legislature during the 2022 legislative session and requires UTA to pay UDOT \$5,000,000 per year for 15 years “to facilitate the purchase of zero emissions or low emissions rail engines and trainsets for regional public transit rail systems.” The contract provides for the \$5,000,000 per year payment from UTA to UDOT and cancels the remaining June payment of \$25,400,000 from UDOT to UTA required in the 2021 Pass-Through Funds Agreement.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

**b. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-52 - 7800 South Garfield Grade Crossing (Stacy and Witbeck Inc.)**

Jared Scarbrough, UTA Acting Director of Capital Construction, was joined by Kyle Stockley, UTA Rail Infrastructure Project Manager. Mr. Stockley requested the board approve a \$254,664 change order to the contract with Stacy and Witbeck, Inc. for a grade crossing replacement on the Garfield Line at 7800 South. The total contract value, including the change order, is \$17,967,080.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.

**c. Change Order: On-Call Systems Maintenance - Task Order #030 - TRAX Operational Simulator (Rocky Mountain Systems Services)**

Mr. Scarbrough requested the board approve a \$1,675,857 change order to the contract with Rocky Mountain Systems Services for a TRAX operational simulator, which will be used to train new light rail operators. The total contract value, including the change order, is \$10,317,881.

Discussion ensued. A question on the potential for using virtual reality technology was posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

**9. Service and Fare Approvals**

**a. Special Events Pass Agreement: Ogden Twilight Concert Series (Ogden City Corporation)**

Ms. Kunkel requested the board approve a special events pass agreement with Ogden City Corporation for ticket-as-fare to the 2022 Ogden Twilight Concert Series. The total contract value is \$25,000.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this special events pass agreement be approved. The motion carried by a unanimous vote.

**b. Special Events Pass Agreement: Salt Lake Twilight Concert Series (Salt Lake City Corporation)**

Ms. Kunkel requested the board approve a special events pass agreement with Salt Lake City Corporation for ticket-as-fare to the 2022 Salt Lake Twilight Concert Series. The total contract value is \$12,000.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this special events pass agreement be approved. The motion carried by a unanimous vote.

**c. Special Events Pass Agreement: University Events - Amendment 2 (University of Utah)**

Ms. Kunkel requested the board approve amendment 2 to the special events pass agreement with the University of Utah. The amendment adds the June 17 and June 18, 2022 Garth Brooks concerts to the list of approved ticket-as-fare events and increases the contract value by \$112,000. The total contract value, including the amendment, is \$1,312,000.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this special events pass agreement be approved. The motion carried by a unanimous vote.

**10. Discussion Items**

**a. August 2022 Change Day**

Eric Callison, UTA Manager of Service Planning, was joined by Megan Waters, UTA Community Engagement Manager. Mr. Callison clarified that the report given in today's board meeting is intended to fulfill agency requirements related to change day work but should not be construed as an official response to the public feedback received regarding proposed changes, as the feedback is currently being reviewed and taken into consideration.

Ms. Waters outlined public engagement efforts related to the August 2022 change day.

Mr. Callison then provided an overview of changes to specific bus routes in Salt Lake County and explained the benefits for riders. He also spoke about efforts to address staffing constraints. Mr. Callison went on to discuss the implementation of UTA On Demand service in South Davis and Tooele counties and described other system changes, including those made permanent following the COVID-19 pandemic.

Discussion ensued. Questions on mechanisms for responding to public feedback, route 2X, TRAX schedule changes, and express bus service were posed by the board and answered by staff.

**11. Other Business**

- a. Next Meeting: Wednesday, June 22nd, 2022 at 9:00 a.m.

**12. Adjourn**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the

meeting. The motion carried by a unanimous vote and the meeting adjourned at 10:35 a.m.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/760313.html> for entire content.

This document along with the digital recording constitute the official minutes of this meeting.

Approved Date:

---

Carlton J. Christensen  
Chair, Board of Trustees





U T A

# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Jay Fox, Executive Director

**TITLE:**

---

**Executive Director's Report**

- UTA Tribute: Light Rail Local Roadeo
- UTA Tribute: Government Finance Officers Association (GFOA) Award
- UTA Tribute: Rail Apprenticeship Program Content Experts

---

**AGENDA ITEM TYPE:**

Report

---

**RECOMMENDATION:**

Informational report for discussion

---

**DISCUSSION:**

Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.

- Light Rail Local Roadeo
  - o (Roman Dobre, Jody Fairbourn, Dustin Christensen, Logan Packer, Hector Ledesma, Tyler Packer)
- Government Finance Officers Association
  - o (GFOA) Award (Bill Greene, Troy Bingham)
- Rail Apprenticeship Program Content Experts
  - o (FrontRunner: Kyle James, Kerry Klarr, Derek Jones, Jose Palma, Nate Wilkinson, Jered Boatright; Light Rail: Aaron Jennings, Daniel Thomas, James Darcey, Minh Giang, Derek Kuraitis; Maintenance of Way: Robin Bedard, Brian Hansen)



U T A

# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Jeff Acerson, Board of Trustees  
**PRESENTER(S):** Jeff Acerson, Board of Trustees

**TITLE:**

---

**Pension Committee Report**

**AGENDA ITEM TYPE:**

Report

---

**RECOMMENDATION:**

Informational report for discussion

---

**DISCUSSION:**

The Pension Committee met on June 02, 2022. Trustee Jeff Acerson is Chair of the Pension Committee and will provide an update on Pension Committee activities.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Bill Greene, Chief Financial Officer  
Brad Armstrong, Senior Manager Budget & Financial Analysis  
Dan Hofer, Manager of Capital Assets & Project Controls

**TITLE:**

---

**Financial Report - April, 2022**

**AGENDA ITEM TYPE:**

Report

---

**RECOMMENDATION:**

Informational report for discussion

---

**BACKGROUND:**

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report.

The April 2022 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the April 2022 Monthly Financial Statements, an Operating Budget presentation detailing performance through April and a Capital Program Delivery presentation.

---

**DISCUSSION:**

At the June 22 meeting, the Senior Manager Budget and Financial Analysis will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Manager of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

---

**ALTERNATIVES:**

N/A

---

**FISCAL IMPACT:**

N/A

---

**ATTACHMENTS:**

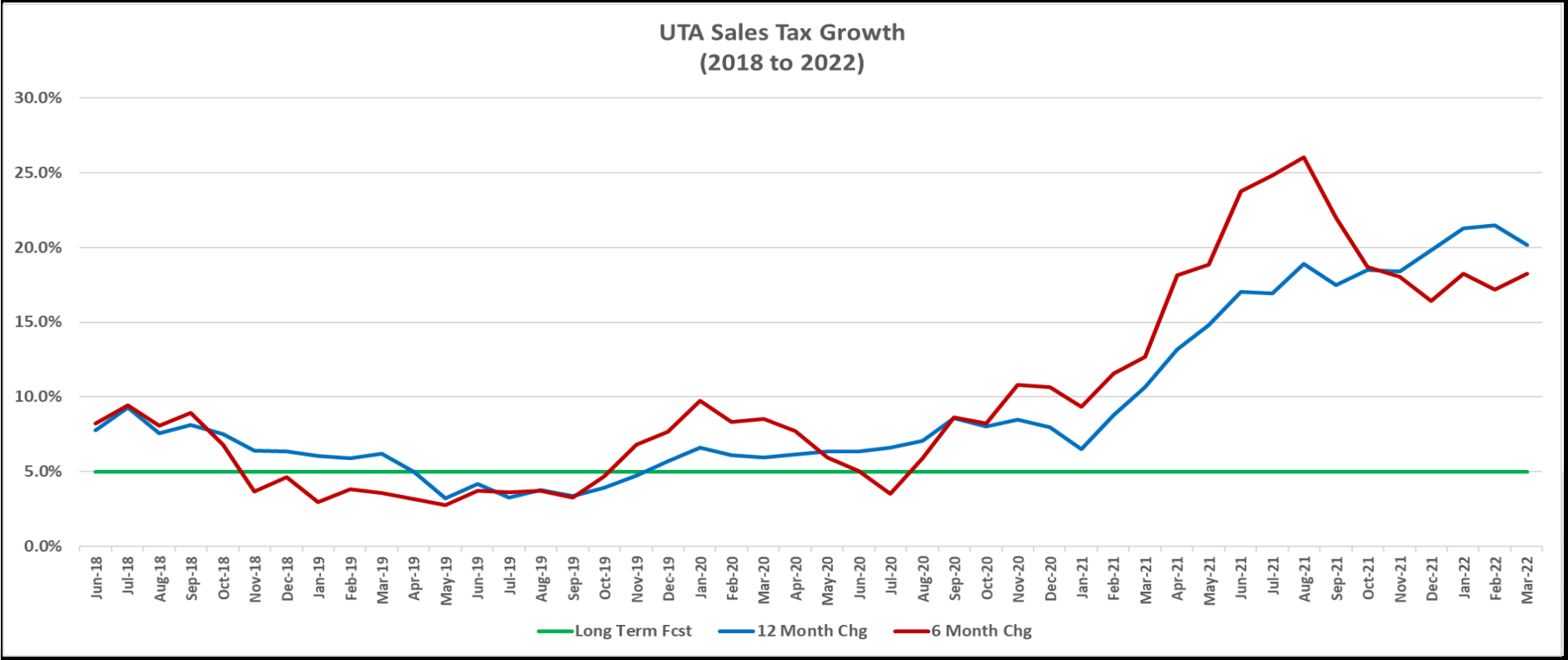
- April 2022 Board Dashboard
- April Monthly Financial Statements

# UTA Board Dashboard

## April 2022

UTAH TRANSIT AUTHORITY

<b>Financial Metrics</b>	<b>Apr Actual</b>	<b>Apr Budget</b>	<b>Fav/ (Unfav)</b>	<b>%</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Fav/ (Unfav)</b>	<b>%</b>
Sales Tax (Mar '22 mm \$)	\$ 43.6	\$ 39.4	\$ 4.23	10.7%	\$ 112.2	\$ 96.4	\$ 15.87	16.5%
Fare Revenue (mm)	\$ 3.8	\$ 2.8	\$ 1.00	36.3%	\$ 11.1	\$ 11.3	\$ (0.17)	-1.5%
Operating Exp (mm)	\$ 26.9	\$ 29.1	2.23	7.7%	\$ 107.4	\$ 117.9	\$ 10.55	8.9%
Subsidy Per Rider (SPR)	\$ 9.31	\$ 13.25	\$ 3.94	29.7%	\$ 9.67	\$ 13.25	\$ 3.58	27.0%
UTA Diesel Price (\$/gal)	\$ 4.28	\$ 2.75	\$ (1.53)	-55.7%	\$ 3.49	\$ 2.75	\$ (0.74)	-26.9%
<b>Operating Metrics</b>	<b>Apr Actual</b>	<b>Apr-21</b>	<b>F/ (UF)</b>	<b>%</b>	<b>YTD Actual</b>	<b>YTD 2021</b>	<b>F/ (UF)</b>	<b>%</b>
Ridership (mm)	2.49	1.80	0.7	37.8%	9.95	6.90	3.0	44.2%
<b>Alternative Fuels</b>	<b>CNG Price (Diesel Gal Equiv)</b>		\$ 1.48					

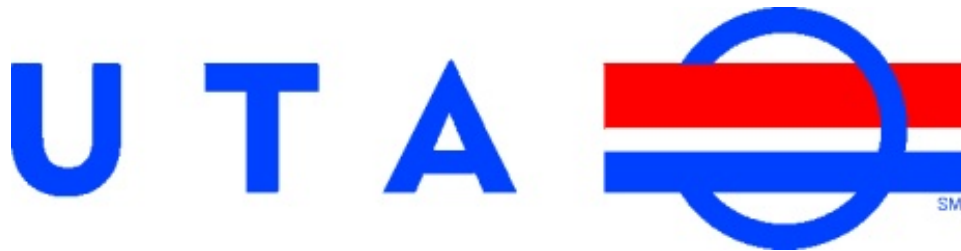


# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

April 30, 2022



KEY ITEM REPORT  
(UNAUDITED)  
As of April 30, 2022

EXHIBIT 1-1

	2022 YTD ACTUAL	2022 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (11,855,105)	\$ (11,710,096)	\$ 145,009	1%
2 Operating Expenses	107,351,504	117,901,443	10,549,939	9%
3 Net Operating Income (Loss)	(95,496,399)	(106,191,347)	10,694,948	10%
4 Capital Revenue	(32,483,224)	(80,946,051)	(48,462,827)	-60%
5 Capital Expenses	51,547,394	106,889,369	55,341,974	52%
6 Net Capital Income (Loss)	(19,064,170)	(25,943,317)	6,879,147	27%
7 Sales Tax	(143,866,575)	(132,233,000)	11,633,575	9%
8 Other Revenue	(129,696,660)	(87,470,705)	42,225,955	48%
9 Debt Service	27,356,195	27,359,872	3,677	0%
10 Sale of Assets	3,476,301	-	(3,476,301)	
11 Net Non-Operating Income (Loss)	242,730,739	192,343,833	50,386,906	26%
12 Contribution to Cash Balance	<u>\$ 128,170,170</u>	<u>\$ 60,209,169</u>	<u>\$ 67,961,001</u>	<u>113%</u>
13 Amortization	1,913,406			
14 Depreciation	46,345,028			
15 Total Non-cash Items	<u>\$ 48,258,434</u>			

STATISTICS

RIDERSHIP

2021 Actual	April 2022	April 2021	Difference	2022 YTD	2021 YTD	Difference
16 23,961,002	2,485,689	1,798,910	686,779	9,947,444	6,894,923	3,052,521

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 107,351,504
18 Less: Passenger Revenue	- (11,129,605)
19 Subtotal	96,221,899
20 Divided by: Ridership	÷ 9,947,444
21 Subsidy per Rider	<u>\$ 9.67</u>

SUMMARY FINANCIAL DATA  
(UNAUDITED)  
As of April 30, 2022

EXHIBIT 1-2

BALANCE SHEET

	4/30/2022	4/30/2021
<b>CURRENT ASSETS</b>		
1 Cash	\$ 53,186,293	\$ 13,400,872
2 Investments (Unrestricted)	422,483,209	239,557,229
3 Investments (Restricted)	147,745,530	164,131,139
4 Receivables	81,211,594	70,475,833
5 Receivables - Federal Grants	24,782,047	34,990,847
6 Inventories	33,565,332	33,886,105
7 Prepaid Expenses	1,039,813	1,140,917
8 <b>TOTAL CURRENT ASSETS</b>	<b>\$ 764,013,818</b>	<b>\$ 557,582,942</b>
9 Property, Plant & Equipment (Net)	2,917,293,294	2,906,219,818
10 Other Assets	144,857,589	147,411,993
11 <b>TOTAL ASSETS</b>	<b>\$ 3,826,164,701</b>	<b>\$ 3,611,214,753</b>
12 Current Liabilities	86,417,700	89,985,231
14 Net Pension Liability	96,783,597	97,186,891
15 Outstanding Debt	2,410,296,400	2,441,815,832
16 Net Investment in Capital Assets	684,895,404	677,257,258
17 Restricted Net Position	79,109,602	71,182,645
18 Unrestricted Net Position	468,661,998	233,786,896
19 <b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 3,826,164,701</b>	<b>\$ 3,611,214,753</b>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

<b>RESTRICTED RESERVES</b>		
20 Debt Service Reserves	\$ 3,248	\$ 67,349
21 2010/2015 Bond DSR Proceeds	339	2,074,738
22 2018 Bond Proceeds	5,245,247	15,810,714
23 2019 Bond Proceeds	42,890,267	66,184,235
24 Debt Service Interest Payable	66,742,110	60,600,463
25 Risk Contingency Fund	8,040,096	8,029,347
26 Catastrophic Risk Reserve Fund	1,100,130	
27 Box Elder County ROW (sales tax)	1,885,546	4,162,337
28 Utah County 4th Qtr (sales tax)	2,298,902	
29 Davis County Escrow	300,168	754,524
30 SL County Escrow	-	60,961
31 Amounts held in escrow	19,239,477	6,386,471
32 <b>TOTAL RESTRICTED RESERVES</b>	<b>\$ 147,745,530</b>	<b>\$ 164,131,139</b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
33 General Reserves	65,368,000	\$ 58,778,000
34 Service Sustainability Reserves	10,895,000	9,796,000
35 Capital Reserve	45,645,000	44,338,000
36 Debt Reduction Reserve	30,000,000	30,000,000
37 <b>TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b>\$ 151,908,000</b>	<b>\$ 142,912,000</b>
38 <b>TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b>\$ 299,653,530</b>	<b>\$ 307,043,139</b>



## SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of April 30, 2022

## REVENUE &amp; EXPENSES

	ACTUAL Apr-22	ACTUAL Apr-21	YTD 2022	YTD 2021
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (3,768,638)	\$ (2,238,675)	\$ (11,129,605)	\$ (9,827,823)
2 Advertising Revenue	(185,500)	(90,000)	(725,500)	(389,086)
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (3,954,138)</b>	<b>\$ (2,328,675)</b>	<b>\$ (11,855,105)</b>	<b>\$ (10,216,909)</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 9,597,436	\$ 8,291,932	\$ 39,404,771	\$ 35,713,160
5 Commuter Rail	1,719,892	1,746,884	7,884,959	7,241,141
6 Light Rail	3,515,378	3,104,902	12,812,277	12,447,495
7 Maintenance of Way	1,879,083	1,490,825	6,577,598	6,628,067
8 Paratransit Service	1,690,841	1,858,961	7,850,593	7,626,563
9 RideShare/Van Pool Services	245,443	233,617	805,403	988,645
10 Microtransit	492,298	139,265	1,760,676	407,944
11 Operations Support	4,630,920	4,364,339	18,295,993	17,061,618
12 Administration	2,458,674	2,632,878	9,692,876	9,997,354
13 Planning/Capital Development/Real Estate	682,749	450,621	2,266,358	1,541,460
14 Non-Departmental	-	-	-	-
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 26,912,714</b>	<b>\$ 24,314,224</b>	<b>\$ 107,351,504</b>	<b>\$ 99,653,447</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 22,958,576</b>	<b>\$ 21,985,549</b>	<b>\$ 95,496,399</b>	<b>\$ 89,436,538</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	(373,634)	(134,448)	(608,179)	(324,447)
18 Sales Tax Revenue <sup>1</sup>	(42,750,693)	(28,950,236)	(143,866,575)	(112,525,554)
19 Other Revenue	(970,995)	(455,588)	(3,711,128)	(2,326,318)
20 Fed Operations/Preventative Maint. Revenue	(15,417,976)	(19,489,694)	(125,377,353)	(57,863,784)
21 Bond Interest	6,537,638	7,422,741	26,150,553	29,536,503
22 Bond Interest UTCT	152,433	162,442	609,734	649,672
23 Bond Cost of Issuance/Fees	11,500	40,500	42,100	57,100
24 Lease Interest	136,328	102,729	553,808	417,702
25 Sale of Assets	3,528,841	7,516,056	3,476,301	277,320
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (49,146,558)</b>	<b>\$ (33,785,498)</b>	<b>\$ (242,730,739)</b>	<b>\$ (142,101,806)</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 26,187,982</b>	<b>\$ 11,799,949</b>	<b>\$ 147,234,340</b>	<b>\$ 52,665,268</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	121,633	(378,378)	486,531	(1,499,567)
28 Bond Refunding Cost Amortization	137,092	293,695	548,371	1,174,778
29 Future Revenue Cost Amortization	675,776	67,576	878,504	270,605
30 Depreciation	11,628,197	1,899,255	46,345,028	45,318,436
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 12,562,698</b>	<b>\$ 1,882,148</b>	<b>\$ 48,258,434</b>	<b>\$ 45,264,252</b>

<sup>1</sup> Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

As of April 30, 2022

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Apr-22	Apr-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (3,768,638)	\$ (2,764,570)	\$ 1,004,068	36%
2 Advertising Revenue	(185,500)	(115,000)	70,500	61%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (3,954,138)</b>	<b>\$ (2,879,570)</b>	<b>\$ 1,074,568</b>	<b>37%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 9,597,436	\$ 9,926,795	\$ 329,359	3%
5 Commuter Rail	1,719,892	2,251,947	532,055	24%
6 Light Rail	3,515,378	3,480,112	(35,266)	-1%
7 Maintenance of Way	1,879,083	1,688,376	(190,707)	-11%
8 Paratransit Service	1,690,841	2,176,244	485,403	22%
9 RideShare/Van Pool Services	245,443	316,182	70,739	22%
10 Microtransit	492,298	483,701	(8,597)	-2%
11 Operations Support	4,630,920	4,895,245	264,325	5%
12 Administration	2,458,674	3,145,359	686,685	22%
13 Planning/Capital Development/Real Estate	682,749	780,650	97,901	13%
14 Non-Departmental	-	-	-	
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 26,912,714</b>	<b>\$ 29,144,611</b>	<b>\$ 2,231,897</b>	<b>8%</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 22,958,576</b>	<b>\$ 26,265,041</b>	<b>\$ 3,306,465</b>	<b>-13%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (373,634)	\$ (250,000)	\$ 123,634	49%
18 Sales Tax Revenue	(42,750,693)	(35,867,000)	6,883,693	19%
19 Other Revenue	(970,995)	(1,250,000)	(279,005)	-22%
20 Fed Operations/Preventative Maint. Revenue	(15,417,976)	(19,663,703)	(4,245,727)	-22%
21 Bond Interest	6,537,638	6,537,638	-	0%
22 Bond Interest UTCT	152,433	152,434	1	0%
23 Bond Cost of Issuance/Fees	11,500	6,500	(5,000)	-77%
24 Lease Interest	136,328	137,234	906	1%
25 Sale of Assets	3,528,841	-	(3,528,841)	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (49,146,558)</b>	<b>\$ (50,196,897)</b>	<b>\$ (1,050,339)</b>	<b>-2%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 26,187,982</b>	<b>\$ 23,931,856</b>		

BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)

As of April 30, 2022

EXHIBIT 1-4A

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Apr-22	Apr-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 204,212	\$ 214,741	\$ 10,529	5%
2 Executive Director	593,020	706,456	113,436	16%
3 Chief Planning and Engagement Officer	1,030,547	1,124,832	94,285	8%
4 Chief Finance Officer	1,239,851	1,204,678	(35,173)	-3%
5 Chief Operating Officer	21,265,703	22,477,628	1,211,925	5%
6 Chief People Officer	679,083	1,151,671	472,588	41%
7 Chief Development Officer	539,967	642,760	102,793	16%
8 Chief Enterprise Strategy Officer	1,360,331	1,621,845	261,514	16%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	<u>\$ 26,912,714</u>	<u>\$ 29,144,611</u>	<u>\$ 2,231,897</u>	8%

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Apr-22	Apr-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 819,563	\$ 890,343	\$ 70,780	8%
2 Executive Director	2,289,782	2,836,270	546,488	19%
3 Chief Planning and Engagement Officer	3,598,156	4,368,437	770,281	18%
4 Chief Finance Officer	4,298,586	4,856,485	557,899	11%
5 Chief Operating Officer	86,259,529	91,047,116	4,787,587	5%
6 Chief People Officer	2,671,503	4,171,324	1,499,821	36%
7 Chief Development Officer	1,933,062	2,573,072	640,010	25%
8 Chief Enterprise Strategy Officer	5,481,323	7,158,396	1,677,073	23%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	<u>\$ 107,351,504</u>	<u>\$ 117,901,443</u>	<u>\$ 10,549,939</u>	9%

BUDGET TO ACTUAL REPORT  
(UNAUDITED)  
As of April 30, 2022

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL Apr-21	BUDGET Apr-21	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (11,129,605)	\$ (11,295,096)	\$ (165,491)	-1%
2 Advertising Revenue	(725,500)	(415,000)	310,500	75%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (11,855,105)</b>	<b>\$ (11,710,096)</b>	<b>\$ 145,009</b>	<b>1%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 39,404,771	\$ 40,007,034	\$ 602,263	2%
5 Commuter Rail	7,884,959	8,790,728	905,769	10%
6 Light Rail	12,812,277	14,001,882	1,189,605	8%
7 Maintenance of Way	6,577,598	6,774,361	196,763	3%
8 Paratransit Service	7,850,593	8,722,527	871,934	10%
9 RideShare/Van Pool Services	805,403	1,264,986	459,583	36%
10 Microtransit	1,760,676	1,903,149	142,473	7%
11 Operations Support	18,295,993	19,737,211	1,441,218	7%
12 Administration	9,692,876	13,714,933	4,022,057	29%
13 Planning/Capital Development/Real Estate	2,266,358	2,984,632	718,274	24%
14 Non-Departmental	-	-	-	
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 107,351,504</b>	<b>\$ 117,901,443</b>	<b>\$ 10,549,939</b>	<b>9%</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 95,496,399</b>	<b>\$ 106,191,347</b>	<b>\$ 10,694,948</b>	<b>10%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (608,179)	\$ (1,000,000)	\$ 391,821	-39%
18 Sales Tax Revenue	(143,866,575)	(132,233,000)	(11,633,575)	9%
19 Other Revenue	(3,711,128)	(3,758,000)	46,872	-1%
20 Fed Operations/Preventative Maint. Revenue	(125,377,353)	(82,712,705)	(42,664,648)	52%
21 Bond Interest	26,150,553	26,150,552	(1)	0%
22 Bond Interest UTCT	609,734	632,286	22,552	4%
23 Bond Cost of Issuance/Fees	42,100	22,550	(19,550)	-87%
24 Lease Interest	553,808	554,484	676	0%
25 Sale of Assets	3,476,301	-	(3,476,301)	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (242,730,739)</b>	<b>\$ (192,366,383)</b>	<b>\$ 50,364,356</b>	<b>26%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 147,234,340</b>	<b>\$ 86,175,036</b>		

	2021 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 11,552,463	\$ 47,286,015	24.4%
2 INFORMATION TECHNOLOGY	1,062,297	21,058,786	5.0%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	1,051,975	5,419,280	19.4%
4 CAPITAL PROJECTS	7,299,498	100,404,126	7.3%
5 AIRPORT STATION RELOCATION	49,973	9,453,807	0.5%
6 STATE OF GOOD REPAIR	7,232,308	37,374,436	19.4%
7 DEPOT DISTRICT	9,499,775	32,400,124	29.3%
8 OGDEN/WEBER STATE BRT	10,556,917	52,580,513	20.1%
9 TIGER	3,242,187	14,691,019	22.1%
10 TOTAL	<u>\$ 51,547,394</u>	<u>\$ 320,668,106</u>	16.1%
<b>REVENUES</b>			
11 GRANT	\$ 10,157,124	\$ 85,192,380	11.9%
12 STATE CONTRIBUTION	603,425	13,914,417	4.3%
13 LEASES (PAID TO DATE)	16,924,502	51,875,592	32.6%
14 BONDS	332,346	61,439,830	0.5%
15 LOCAL PARTNERS	4,465,826	30,415,935	14.7%
16 UTA FUNDING	19,064,170	77,829,952	24.5%
17 TOTAL	<u>\$ 51,547,394</u>	<u>\$ 320,668,106</u>	16.1%

**FAREBOX RECOVERY & SPR  
(UNAUDITED)**

EXHIBIT 1-7

As of April 30, 2022

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Apr-22	Apr-21	2022	2021
<b>UTA</b>				
Fully Allocated Costs	26,912,715	24,314,224	107,351,504	99,653,447
Passenger Farebox Revenue	3,768,638	2,131,379	11,129,605	9,112,928
Passengers	2,485,689	1,798,910	9,947,444	6,894,923
Farebox Recovery Ratio	14.0%	8.8%	10.4%	9.1%
Actual Subsidy per Rider	\$9.31	\$12.33	\$9.67	\$13.13
<b>BUS SERVICE</b>				
Fully Allocated Costs	13,780,130	12,546,449	55,369,850	51,478,043
Passenger Farebox Revenue	1,348,040	984,235	4,530,456	4,194,440
Passengers	1,232,633	957,432	5,045,911	3,746,929
Farebox Recovery Ratio	9.8%	7.8%	8.2%	8.1%
Actual Subsidy per Rider	\$10.09	\$12.08	\$10.08	\$12.62
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	8,068,247	7,162,708	29,427,488	28,600,157
Passenger Farebox Revenue	671,096	539,413	2,486,486	2,093,338
Passengers	865,886	602,296	3,438,243	2,297,478
Farebox Recovery Ratio	8.3%	7.5%	8.4%	7.3%
Actual Subsidy per Rider	\$8.54	\$11.00	\$7.84	\$11.54
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	2,296,555	2,300,513	10,697,810	9,865,679
Passenger Farebox Revenue	407,789	241,657	1,574,124	1,262,112
Passengers	240,918	137,501	923,127	502,105
Farebox Recovery Ratio	17.8%	10.5%	14.7%	12.8%
Actual Subsidy per Rider	\$7.84	\$14.97	\$9.88	\$17.14
<b>MICROTRANSIT</b>				
Fully Allocated Costs	552,558	-	1,975,339	-
Passenger Farebox Revenue	19,117	-	46,274	-
Passengers	14,866	-	48,181	-
Farebox Recovery Ratio	3.5%	0.0%	2.3%	0.0%
Actual Subsidy per Rider	\$35.88	\$0.00	\$40.04	\$0.00
<b>PARATRANSIT</b>				
Fully Allocated Costs	1,716,763	1,874,656	8,128,070	7,866,530
Passenger Farebox Revenue	1,073,473	102,448	1,460,924	456,944
Passengers	63,137	39,753	247,325	139,440
Farebox Recovery Ratio	62.5%	5.5%	18.0%	5.8%
Actual Subsidy per Rider	\$10.19	\$44.58	\$26.96	\$53.14
<b>RIDESHARE</b>				
Fully Allocated Costs	498,463	429,899	1,752,948	1,843,039
Passenger Farebox Revenue	249,123	263,626	1,031,340	1,106,093
Passengers	68,249	61,928	244,656	208,971
Farebox Recovery Ratio	50.0%	61.3%	58.8%	60.0%
Actual Subsidy per Rider	\$3.65	\$2.68	\$2.95	\$3.53

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Apr-22	Apr-21	2022	2021
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$13,780,130	\$12,546,449	\$55,369,850	\$51,478,043
Light Rail Service	\$8,068,247	\$7,162,708	\$29,427,488	\$28,600,157
Commuter Rail Service	\$2,296,555	\$2,300,513	\$10,697,810	\$9,865,679
Microtransit	\$552,558	\$0	\$1,975,339	\$0
Paratransit	\$1,716,763	\$1,874,656	\$8,128,070	\$7,866,530
Rideshare	\$498,463	\$429,899	\$1,752,948	\$1,843,039
<b>UTA</b>	<b>\$26,912,715</b>	<b>\$24,314,224</b>	<b>\$107,351,504</b>	<b>\$99,653,447</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,348,040	\$984,235	\$4,530,456	\$4,194,440
Light Rail Service	\$671,096	\$539,413	\$2,486,486	\$2,093,338
Commuter Rail Service	\$407,789	\$241,657	\$1,574,124	\$1,262,112
Microtransit	\$19,117	\$0	\$46,274	\$0
Paratransit	\$1,073,473	\$102,448	\$1,460,924	\$456,944
Rideshare	\$249,123	\$263,626	\$1,031,340	\$1,106,093
<b>UTA</b>	<b>\$3,768,638</b>	<b>\$2,131,379</b>	<b>\$11,129,605</b>	<b>\$9,112,928</b>
<b>PASSENGERS</b>				
Bus Service	1,232,633	957,432	5,045,911	3,746,929
Light Rail Service	865,886	602,296	3,438,243	2,297,478
Commuter Rail Service	240,918	137,501	923,127	502,105
Microtransit	14,866	-	48,181	-
Paratransit	63,137	39,753	247,325	139,440
Rideshare	68,249	61,928	244,656	208,971
<b>UTA</b>	<b>2,485,689</b>	<b>1,798,910</b>	<b>9,947,444</b>	<b>6,894,923</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	9.8%	7.8%	8.2%	8.1%
Light Rail Service	8.3%	7.5%	8.4%	7.3%
Commuter Rail Service	17.8%	10.5%	14.7%	12.8%
Microtransit	3.5%	0.0%	2.3%	0.0%
Paratransit	62.5%	5.5%	18.0%	5.8%
Rideshare	50.0%	61.3%	58.8%	60.0%
<b>UTA</b>	<b>14.0%</b>	<b>8.8%</b>	<b>10.4%</b>	<b>9.1%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$10.09	\$12.08	\$10.08	\$12.62
Light Rail Service	\$8.54	\$11.00	\$7.84	\$11.54
Commuter Rail Service	\$7.84	\$14.97	\$9.88	\$17.14
Microtransit	\$35.88	\$0.00	\$40.04	\$0.00
Paratransit	\$10.19	\$44.58	\$26.96	\$53.14
Rideshare	\$3.65	\$2.68	\$2.95	\$3.53
<b>UTA</b>	<b>\$9.31</b>	<b>\$12.33</b>	<b>\$9.67</b>	<b>\$13.13</b>

**SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)**

EXHIBIT 1-9

As of April 30, 2022

<u>Classification</u>	<u>Total</u>	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>90-120 Days</u>	<u>Over 120 Days</u>
1 Federal Grants Government <sup>1</sup>	\$ 24,782,047	\$ 24,782,047	-	-	-	-
2 Sales Tax Contributions	71,766,752	27,602,760	\$ 44,163,992	-	-	-
3 Warranty Recovery	2,201,968	2,201,968	-	-	-	-
4 Build America Bond Subsidies	2,963,004	740,751	740,751	\$ 740,751	\$ 740,751	-
5 Product Sales and Development	1,905,224	1,242,807	2,282	716,280	(2,804)	\$ (53,341)
6 Pass Sales	39,297	163,895	15,620	(4,880)	(3,515)	(131,823)
7 Property Management	132,330	68,294	20,791	-	42,024	1,221
8 Vanpool/Rideshare	153,293	62,192	24,781	37,268	13,638	15,414
9 Salt Lake City Agreement	695,626	611,385	84,241	-	-	-
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreement:	1,347,426	1,086,138	-	-	261,288	-
12 Other	-	-	-	-	-	-
13 <b>Total</b>	<b>\$ 105,993,641</b>	<b>\$ 58,562,237</b>	<b>\$ 45,052,458</b>	<b>\$ 1,489,419</b>	<b>\$ 1,051,382</b>	<b>\$ (161,855)</b>

**Percentage Due by Aging**

14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	38.5%	61.5%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	25.0%	25.0%	25.0%	25.0%	0.0%
18 Product Sales and Development	65.2%	0.1%	37.6%	-0.1%	-2.8%
19 Pass Sales	417.1%	39.7%	-12.4%	-8.9%	-335.5%
20 Property Management	51.6%	15.7%	0.0%	31.8%	0.9%
21 Vanpool/Rideshare	40.6%	16.2%	24.3%	8.9%	10.1%
22 Salt Lake City Agreement	87.9%	12.1%	0.0%	0.0%	0.0%
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%
24 Capital Development Agreements	80.6%	0.0%	0.0%	19.4%	0.0%
25 Other					
26 <b>Total</b>		<b>55.3%</b>	<b>42.5%</b>	<b>1.4%</b>	<b>-0.2%</b>

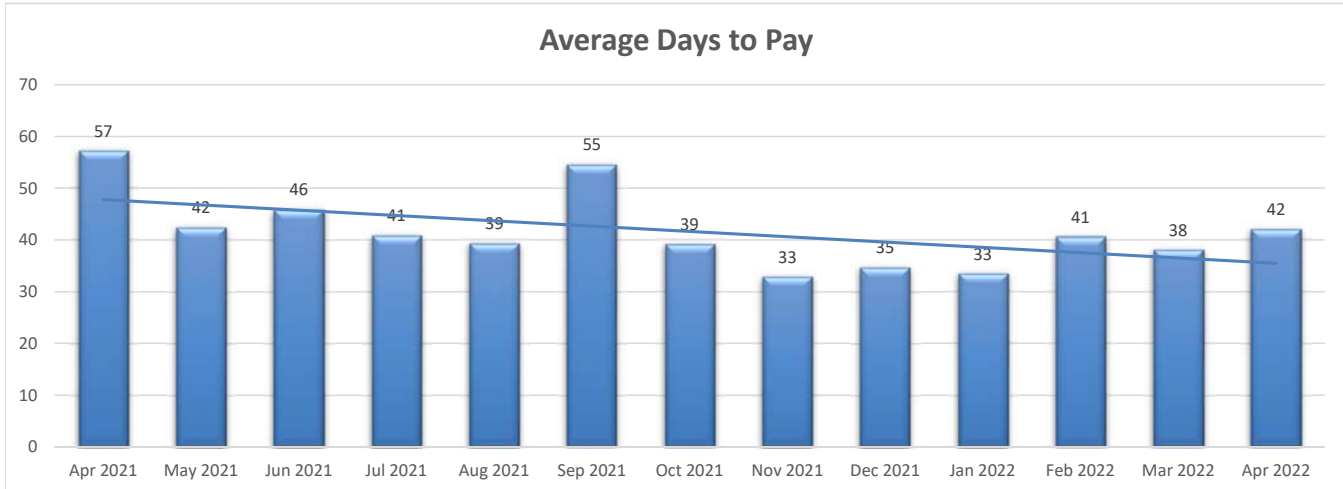
<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal CARES Act, CRRSA, ARPA funding



SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
FROM APRIL 1, 2022 THROUGH APRIL 30, 2022  
(UNAUDITED)

EXHIBIT 1-10

Contract # and Description	Contract Date	Vendor	Check #	Date	Check Total
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	890311	4/6/2022	259,966.84
21-3410VW FRONTRUNNER PROGRAM MANGEMENT	5/28/2021	KIMLEY-HORN AND ASSOCIATES	890312	4/6/2022	403,736.41
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	890313	4/6/2022	2,439,372.88
R2022-04-01 UTAH STATE TAX WITHHOLDING			WITHDRAWAL	4/7/2022	319,243.93
R2022-04-01 CAMBRIDGE ASSOCIATES, LLC.			ZION-ACH	4/7/2022	1,004,498.72
21-3410VW FRONTRUNNER PROGRAM MANGEMENT	5/28/2021	KIMLEY-HORN AND ASSOCIATES	890376	4/13/2022	330,172.05
20-3401VW FRONTRUNNER PAINT BOOTH	4/6/2021	PAULSEN CONSTRUCTION, INC.	890377	4/13/2022	482,122.33
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	890378	4/13/2022	502,698.05
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	890379	4/13/2022	919,324.48
R2022-04-01 ROCKY MOUNTAIN POWER			366879	4/20/2022	612,618.43
UTAH STATE CONTRACT#AV2532 TONY DIVINO TOYOTA	10/6/2016		890442	4/20/2022	252,767.84
19-0317PP TDX VERSION 3.0 UPGRADE	12/23/2019	MODERN COMMUNICATIONS SYSTEMS	890443	4/20/2022	431,387.40
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	890444	4/20/2022	579,445.77
19-0312PP 27-45' COMMUTER BUSES	8/19/2020	MOTOR COACH INDUSTRIES INC.	890445	4/20/2022	1,393,571.92
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	890446	4/20/2022	2,321,177.45
R2022-04-01 SELECT HEALTH			ZION-ACH	4/20/2022	791,767.50
R2022-04-01 PEHP			ZION-ACH	4/20/2022	266,610.06
R2022-04-01 UTAH STATE TAX WITHHOLDING			WITHDRAWAL	4/21/2022	290,755.74
R2022-04-01 CAMBRIDGE ASSOCIATES, LLC.			ZION-ACH	4/21/2022	919,683.38
20-3323BM DB ECO NORTH COMPANY	1/12/2021		890531	4/28/2022	427,674.81
20-3382VW ON-CALL POSITIVE TRAIN CONTROL	3/2/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	890532	4/28/2022	429,482.11
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	890533	4/28/2022	656,306.76
20-3378VW TPSS UPGRADE/REHAB	6/24/2021	C3M POWER SYSTEMS LLC	890539	4/28/2022	1,220,113.40
19-0312PP 27-45' COMMUTER BUSES	8/19/2020	MOTOR COACH INDUSTRIES INC.	890540	4/28/2022	2,090,357.88
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	890541	4/28/2022	4,969,597.85
R2022-04-01 JP MORGAN EQUIPMENT FINANCE			WIRE	4/28/2022	353,352.35
R2022-04-01 BANC OF AMERICA PUBLIC CAPITAL			WIRE	4/28/2022	551,651.53





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Bill Greene - Chief Financial Officer  
Daniel Hofer- Manager, Capital Assets and Project Controls

**TITLE:**

---

**R2022-06-02 - Resolution Approving the First Amendment to the Authority's 2022 Capital Budget**

---

**AGENDA ITEM TYPE:**

Discussion

---

**RECOMMENDATION:**

Approve Resolution R2022-06-02 to adopt the first amendment to the 2022 Capital Budget as presented.

---

**BACKGROUND:**

In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. A resolution is required for a budget amendment.

This proposed \$4,211,000 amendment to the 2022 Capital Budget adds three (3) new projects to the capital program and seeks to restore the Capital Contingency reserve to its original authorized level of \$5,000,000.

Per the requirements of the Public District Transit Act, UCA 17B-2a-808.1(2)(c), UTA staff consulted with the Local Advisory Council (LAC) on June 1<sup>st</sup> regarding this proposed budget amendment.

---

**DISCUSSION:**

The proposed amendment to the 2022 Capital Budget includes the addition of the following:

MSP224- UTA ADA Bus Stop Improvements- Utah County

This project is an existing 2021 project that was not funded in 2022. Subsequently, UTA was awarded CMAQ funding and would like to recognize new budget authority for construction activities in 2022. This request would restore this project to the 2022 Capital Budget and recognize the CMAQ funding that has been

---

programmed for this project and the necessary match. CMAQ Funding amount is \$268,500 and UTA's match is \$19,500 for a total of \$288,000.

#### MSP275- Station Area Planning

In an effort to catalyze real estate development around UTA stations, the Utah Legislature recently passed a bill (HB462) requiring every municipality with a fixed guideway transit station to complete a Station Area Plan (SAP) by 2026. As the principal organization in the state specializing in Station Area Planning, UTA has assured the Legislature, the Metropolitan Planning Organizations, and our city partners that the agency will meet this increased demand with additional technical assistance and expertise.

This budget request covers the cost of initiating that effort in 2022, either through consultants, contractors, additional UTA staff, or a combination of the two. The TOD group, in close coordination with UTA's Strategic Planning team, will determine how best to meet the legislative requirements to create development-focused plans that are responsive to the market realities surrounding transit stations.

The 2022 amount being requested for this new project is \$120,000.

#### SGR410- Fiber Rehab and Replacement Project

UTA has an opportunity to realize economies of scale and accelerate fiber technology throughout the system by advancing material purchases to this year. These fiber purchases will support substation rehabilitation and other fiber installation projects throughout the system next year. By advancing this purchase, installation and project completion will be expedited on projects sharing the fiber network.

This request will cover design and material costs with anticipated fiber delivery this year. The installation and construction costs are anticipated to occur next year. This construction acceleration will be addressed in the 2023-2027 5-year Capital Plan update later this year.

Materials currently have a six-month lead time. This request is for \$750,000

#### MSP999- Capital Contingency

During 2022, the contingency has been depleted from \$5 million to \$1.947 million to address funding gaps on several project year to date. This request is to restore the Capital Contingency to the original authorized level of \$5 million dollars by adding \$3,053,000 to address emerging needs, potential project changes and cost increases, and allow UTA to take advantage of unanticipated opportunities to improve the system.

---

#### **ALTERNATIVES:**

The Board may propose revisions to Amendment 1 as presented.

---

#### **FISCAL IMPACT:**

This request will add \$4,211,000 to the 2022 Capital Budget. This will be funded with \$268,500 CMAQ funding, \$400,000 in other grants and local match, and \$3,542,500 from UTA fund balances.

---

**ATTACHMENTS:**

Resolution R2022-06-02

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPROVING THE FIRST AMENDMENT  
OF THE AUTHORITY'S 2022 CAPITAL BUDGET**

R2022-06-02

June 22, 2022

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Board of Trustees of the Authority is charged by the State of Utah with the responsibility to establish the Authority's annual budget; and

WHEREAS, the Authority adopted by Resolution R2021-12-08 the Final 2022 Budget, and

WHEREAS, the Authority has developed an Amendment No. 1 to the 2022 Capital Budget which was reviewed by the Local Advisory Council on June 1, 2022 and upon which they provided their consultation and advice; and

WHEREAS, the Authority believes that Amendment No. 1 as described in Exhibit A reasonably fulfills the needs of the Authority and is in keeping with its responsibility for fiscal conservancy; and

WHEREAS, the Board of Trustees desires to amend the Authority's 2022 Capital Budget as set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Board of Trustees hereby adopts the First Amendment of the Authority's 2022 Capital Budget attached as Exhibit A.

2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 22nd day of June 2022.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

---

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
  
5E3257B1CF024B9...  
Legal Counsel

## Exhibit A

(First Amendment of the Authority's 2022 Capital Budget)

**UTAH TRANSIT AUTHORITY**  
**Exhibit A - 2022 Capital Budget Amendment**

**Resolution R2022-06-02**

		2022 Adopted	Transfer From	Other	Proposed	Amended 2022
<u>Funding Sources</u>		Budget	Contingency	Adjustments	Amendments	Budget
1	UTA Current Year Funding	\$ 123,886,000	\$ -	\$ -	\$ 3,542,500	\$ 127,428,500
2	Grants	44,291,000	-	310,000	268,500	44,869,500
3	Local Partner Contributions	10,603,000	-	90,000	-	10,693,000
4	State Contribution	33,446,000	-	-	-	33,446,000
5	Leasing	15,832,000	-	-	-	15,832,000
6	<b>Total Funding Sources</b>	<b>228,058,000</b>	<b>-</b>	<b>400,000</b>	<b>3,811,000</b>	<b>232,269,000</b>
<u>Expense</u>						
7	State of Good Repair	70,588,000	-	-	-	70,588,000
8	Depot District	32,562,000	-	-	-	32,562,000
9	Ogden/Weber BRT	25,465,000	-	-	-	25,465,000
10	Front Runner Forward	15,000,000	-	-	-	15,000,000
11	Mid Valley Connector	10,000,000	-	-	-	10,000,000
12	TIGER Program of Projects	8,206,000	-	300,000	-	8,506,000
13	Public Partnership Projects	10,000,000	-	(300,000)	-	9,700,000
14	Optical Detection Next Steps	75,000	400,000	-	-	475,000
15	Meadowbrook Expansion	250,000	216,000	-	-	466,000
16	Tooele Bus Facility	-	684,000	-	-	684,000
17	Route End of Line Enhancements	500,000	1,000,000	-	-	1,500,000
18	TRAX Operational Simulator	1,000,000	700,000	-	-	1,700,000
19	Transit Signal Priority On-board Units	57,200	53,000	-	-	110,200
20	MSP 254 Techlink Corridor Study	-	-	450,000	-	450,000
21	NP-69 Techlink Corridor Study	450,000	-	(450,000)	-	-
22	Gap Filler on FR Stations	750,000	-	-	-	750,000
23	<b>Bus Stop Improvements Utah Co.</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>288,000</b>	<b>288,000</b>
24	<b>Station Area Planning</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>120,000</b>	<b>120,000</b>
25	<b>Fiber Rehab and Replacement</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>750,000</b>	<b>750,000</b>
26	<b>Capital Contingency</b>	<b>5,000,000</b>	<b>(3,053,000)</b>		<b>3,053,000</b>	<b>5,000,000</b>
27	Other Capital Projects	48,154,800	-	-	-	48,154,800
28	<b>Total Budget</b>	<b>\$ 228,058,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,211,000</b>	<b>\$ 232,269,000</b>





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** William Greene, Chief Financial Officer  
Daniel Hofer, Manager, Capital Assets and Project Controls

**TITLE:**

---

**R2022-06-03 - Resolution Approving the First Amendment of the Authority's 2022-2026 Capital Plan**

---

**AGENDA ITEM TYPE:**

Resolution

---

**RECOMMENDATION:**

The Board of Trustees approve Resolution R2022-06-03 to modify the 2022-2026 Capital Plan as presented.

---

**BACKGROUND:**

A Five-Year Capital Plan for the years 2022 through 2026 (the "Plan") was previously adopted in Resolution R2021-12-06. That plan contains a prioritized list of planned capital projects, a description of the annual prioritization process, and projected funding on an annual, cumulative and project basis.

The Authority has prepared an amendment to the approved 5-Year Capital Plan and per Board direction at their May 11 2022 meeting, submitted the proposed Amendment No. 1 to the Local Advisory Council seeking its review, approval, and recommendation for adoption by the Board of Trustees.

On June 1, 2022 the Local Advisory Council adopted the updated 5-Year Capital Plan through Resolution AR2022-06-01 and recommended approval by the Board of Trustees.

---

**DISCUSSION:**

The proposed amendment to the 2022-2026 Capital Plan recognizes new CMAQ funding for the Utah County Bus Stop Improvements Project and adds three (3) new projects to the capital program. It also incorporates the proposed Budget Amendment #1 being considered by the Board (which is presented as a separate item on the Board's June 22, 2022 agenda).

#### MSP224- UTA ADA Bus Stop Improvements- Utah County

This project is an existing 2021 project that was not funded in 2022. Subsequently, UTA was awarded CMAQ funding and would like to recognize authority for construction activities in 2022. If approved, this request would restore the project to the 2022 Capital Plan and recognize the CMAQ funding that has been programmed for this project and the necessary match. CMAQ Funding amount is \$268,500 and UTA's match is \$19,500 for a total of \$288,000.

#### MSPXX1- Station Area Planning

In an effort to catalyze real estate development around UTA stations, the Utah Legislature recently passed a bill (HB462) requiring every municipality with a fixed guideway transit station to complete a Station Area Plan (SAP) by 2026. As the principal organization in the state specializing in Station Area Planning, UTA has assured the Legislature, the Metropolitan Planning Organizations, and our city partners that the agency will meet this increased demand with additional technical assistance and expertise.

If approved, this request would allow UTA to initiate that effort in 2022, either through consultants, contractors, additional UTA staff, or a combination of the three. The TOD group, in close coordination with UTA's Strategic Planning team, will determine how best to meet the legislative requirements to create development-focused plans that are responsive to the market realities surrounding transit stations. The 2022 amount for this new project is \$120,000.

#### SGRXX1- Fiber Rehab and Replacement Project

UTA has an opportunity to realize economies of scale and accelerate fiber technology throughout the system by advancing material purchases to this year. These fiber purchases will support substation rehabilitation and other fiber installation projects throughout the system next year. By advancing this purchase, installation and project completion will be expedited on projects sharing the fiber network.

This request will cover design and material costs with anticipated fiber delivery this year. The installation and construction costs are anticipated to occur next year. This construction acceleration will be addressed in the 2023-2027 Capital Plan update later this year.

Materials currently have a six-month lead time. The 2022 capital cost is \$750,000.

---

#### **ALTERNATIVES:**

The Board may ask staff to revise the proposed amendment.

---

#### **FISCAL IMPACT:**

This request will add \$1,158,000 worth of new capital projects to UTA's 2022-2026 Capital Plan. Funding will be provided as follows - \$268,500 from CMAQ funding (which will be recognized as revenue), and the remaining from UTA's fund balance.

---

#### **ATTACHMENTS:**

Resolution R2022-06-03

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPROVING THE FIRST AMENDMENT  
OF THE AUTHORITY'S 2022 - 2026 CAPITAL PLAN**

R2022-06-03

June 22, 2022

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, Board Policy 2.1 – Financial Management requires the Executive Director to develop a five-year capital plan annually that is fiscally constrained, maintains all assets at a state of good repair, protects the Authority's capital investments and minimizes future maintenance and replacement costs; and

WHEREAS, the Authority adopted by Resolution R2021-12-06 a Five-Year Capital Plan for the years 2022 through 2026 which contains a prioritized list of planned capital projects, a description of the annual prioritization process, and projected funding on an annual, cumulative and project basis; and

WHEREAS, the Authority would like to amend the 2022-2026 Capital Plan to recognize additional grant funding, add additional projects, and restore a Capital Contingency Reserve, as described in Exhibit A; and

WHEREAS, on June 1, 2022 in Resolution AR2022-06-01 the Local Advisory Council reviewed the Authority's proposed First Amendment to the 2022-2026 Capital Plan and believed it is in the best interest of the Authority and all constituents to approve the First Amendment and to forward it to the Board of Trustees with a recommendation for approval; and

WHEREAS, the Board of Trustees desires to amend the Authority's 2022-2026 Capital Plan as set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Board of Trustees hereby adopts the First Amendment of the Authority's 2022-2026 Capital Plan attached as Exhibit A.

2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that are necessary or appropriate to give effect to this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 22nd day of June 2022.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

---

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
5E3257B1CF024B9...  
Legal Counsel

Exhibit A

(First Amendment of the Authority's 2022 -26 Capital Plan)

### UTA 5-Year Capital Plan - 2022-2026 Summary - Amendment #1

Programs/Projects	Amended 2022 Budget	2023 Proposed Budget	2024 Proposed Budget	2025 Proposed Budget	2026 Proposed Budget
5310 Project	1,762,653	306,420	-	-	-
CDA006- 5310 Admin Funds	294,522	306,420	-	-	-
ICI213- E Voucher Phase 2	538,200	-	-	-	-
MSP249- FY19/20 - 5310 Funds - SL/WV	479,576	-	-	-	-
MSP250- FY19/20 - 5310 Funds - O/L	269,175	-	-	-	-
MSP251- FY19/20 - 5310 Funds - P/O	181,180	-	-	-	-
Asset Management- Facilities	4,600,000	7,450,000	6,700,000	4,450,000	1,850,000
FMA559- Office Equipment Reserve	100,000	100,000	100,000	100,000	100,000
FMA652- Equipment Managed Reserve	1,000,000	500,000	500,000	1,000,000	500,000
FMA653- Facilities Rehab and Replacement	1,500,000	1,000,000	1,000,000	2,000,000	-
FMA672- Park and Ride Rehab/Replacement	750,000	500,000	750,000	1,000,000	500,000
FMA673- Stations and Platforms Rehab/Replace	500,000	250,000	250,000	250,000	500,000
FMA679- Building Remodels/Reconfiguration	250,000	100,000	100,000	100,000	250,000
MSP269- Warm Springs Sewer Line Relocation	500,000	-	-	-	-
SGR392- FR Snow Melt System Replacement	-	5,000,000	4,000,000	-	-
Asset Management- Rail Infrastructure	9,300,000	4,075,000	3,300,000	6,650,000	4,900,000
MSP257- Gap filler on FR stations	750,000	-	-	-	-
SGR359- Bridge Rehabilitation & Maintenance	300,000	450,000	300,000	400,000	400,000
SGR385- Rail Rehab and Replacement	5,500,000	1,375,000	750,000	4,000,000	2,000,000
SGR393- Grade Crossings Rehab/Replacement	2,500,000	2,000,000	2,000,000	2,000,000	2,500,000
SGR401- Ballast and Ties Rehab/Replacement	250,000	250,000	250,000	250,000	-
Asset Management- Rail Systems	19,340,000	22,875,000	17,966,500	9,687,500	5,525,000
MSP189- Signal Pre-emption Projects w/UDOT	365,000	-	-	-	-
SGR047- Stray Current Mitigation	525,000	525,000	462,500	462,500	525,000
SGR397- Traction Power Rehab/Replacement	10,000,000	17,400,000	13,100,000	5,000,000	750,000
SGR398- OCS Wire Survey	2,700,000	950,000	904,000	925,000	925,000
SGR403- Train Control Rehab/Replacement	3,000,000	2,000,000	1,500,000	1,300,000	1,325,000
SGR404- Rail Switches/Trackwork Controls	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
SGRXX1- Fiber Rehab and Replacement	750,000	-	-	-	-
Asset Management- Vehicle New Purchase	23,625,911	66,993,075	55,148,832	48,700,000	26,050,000
REV205- Non-Rev Service Vehicle Replace	650,000	750,000	350,000	500,000	750,000
REV209- Paratransit Vehicle Replacment	3,125,376	3,199,593	3,275,592	3,400,000	3,400,000
REV211- Bus Replacement	11,307,289	35,200,000	50,100,000	43,000,000	20,200,000
REV212- Park City Lo/No Grant	-	4,542,522	-	-	-
REV232- Van Pool Replacement	1,424,498	1,270,960	1,423,240	1,800,000	1,700,000
REV236- VW battery buses	7,118,748	22,030,000	-	-	-
Asset Management- Vehicle Rehabilitation	15,221,775	16,149,275	16,685,150	18,581,775	21,000,000
REV224- Bus Engine/Trans/Comp Rehab/Replace	2,000,000	3,000,000	3,000,000	3,000,000	3,000,000
REV233- Comet Car Replacement	-	2,250,000	3,000,000	3,000,000	7,500,000
REV237- GPS Telemetrics System	440,000	-	-	-	-
SGR040- Light Rail Vehicle Rehab	7,181,775	7,699,275	8,285,150	10,581,775	10,500,000
SGR353- Commuter Rail Engine Overhaul	3,250,000	1,500,000	-	-	-
SGR386- LRV Accident Repair	1,600,000	700,000	400,000	-	-
SGR391- Commuter Rail Vehicle Rehab and Replacement	750,000	1,000,000	2,000,000	2,000,000	-
Information Technology	13,614,900	23,057,654	25,184,865	10,831,069	4,821,676
ICI001- Passenger Information	750,000	2,000,000	350,000	-	-
ICI005- EFC Rehab and Replacement	225,000	300,000	-	-	-
ICI146- FrontRunner WiFi Enhancements	350,000	50,000	50,000	50,000	350,000
ICI173- JDE System Enhancement	50,000	50,000	50,000	50,000	-
ICI179- Network & Infrastructure Equipment	398,900	278,404	296,740	280,704	278,716
ICI183- Legal SW	30,000	-	-	-	-
ICI186- In-house App Dev. & Enhancements	50,000	200,000	200,000	200,000	200,000
ICI191- IT Managed Reserved (formerly IT Pool)	300,000	350,000	400,000	400,000	400,000
ICI197- Bus Communication On-Board Tech	85,000	100,000	100,000	100,000	200,000
ICI198- Info Security Eq/SW (PCI Comp & Cyber Security)	410,000	445,000	210,000	260,000	475,000

### UTA 5-Year Capital Plan - 2022-2026 Summary - Amendment #1

Programs/Projects	Amended 2022 Budget	2023 Proposed Budget	2024 Proposed Budget	2025 Proposed Budget	2026 Proposed Budget
ICI199- Rail Communication On-Board Tech	80,000	100,000	100,000	100,000	100,000
ICI201- Server, Storage Infrastructure Eq & SW	556,000	594,000	473,000	165,000	186,000
ICI202- Radio Communication Infrastructure	100,000	100,000	100,000	100,000	100,000
ICI214- Init APC Upgrade	-	335,500	243,000	243,000	262,600
ICI217- Transit Management Sytem	2,400,000	950,000	-	-	-
ICI221- Customer Relations Software Replacement	370,000	-	-	-	270,000
ICI222- Fares Systems Replacement Program	7,000,000	15,054,750	14,612,125	8,382,365	1,999,360
ICI223- ERP / HCM and Maintenance System External Needs Review	150,000	150,000	-	-	-
ICI224- JDE 9.2. Application Upgrade - UNx	250,000	-	-	-	-
ICI225- SharePoint 2016 Migration to SharePoint Online Support	60,000	-	-	-	-
ICI226- New Radio Communication System	-	2,000,000	8,000,000	500,000	-
Major Capital Project	99,172,107	169,847,501	112,323,299	112,500,000	61,500,000
MSP102- Depot District	32,562,000	12,000,000	-	-	-
MSP185- Ogden/Weber State University BRT	25,465,107	17,402,501	-	-	-
MSP205- TIGER Program of Projects	8,506,000	2,500,000	-	-	-
MSP215- Sharp-Tintic Rail Connection	1,439,000	8,695,000	123,299	-	-
MSP216- Point of Mountain AA/EIS	3,000,000	3,000,000	-	-	-
MSP252- FrontRunner Double Tracking	15,000,000	47,250,000	86,000,000	112,500,000	61,500,000
MSP253- Mid-Valley Connector	10,000,000	70,000,000	25,000,000	-	-
MSP259- S-Line Extension	1,200,000	9,000,000	1,200,000	-	-
MSP260- 5600 West/Mountain View Corridor Transit Project	2,000,000	-	-	-	-
Other Capital Projects	40,153,341	47,279,200	31,021,600	25,426,600	20,600,000
FMA683- Apprenticeship Training Aids	200,000	-	-	-	-
MSP081- Tooele Bus Facility	684,000	-	-	-	-
MSP122- Positive Train Control	302,000	-	-	-	-
MSP132- Technical Support for IPCS Maintenance and Enhancements	85,000	85,000	-	-	-
MSP140- Box Elder Right of Way Preservation	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
MSP194- 650 South Station	894,146	-	-	-	-
MSP198- Wayfinding Signage	300,000	300,000	300,000	300,000	300,000
MSP202- Davis-SLC Community Connector	300,000	-	-	-	-
MSP224- UTA ADA Bus Stop Imp Utah Cnty	288,000	-	-	-	-
MSP227- Meadowbrook Expansion	466,000	-	-	-	-
MSP233- North Temple EOL (SLC CMAQ grant)	-	-	-	3,936,600	-
MSP248- Capital Planning/Env Analysis	500,000	500,000	500,000	500,000	500,000
MSP254- TechLink Corridor Study	450,000	2,450,000	-	-	-
MSP255- Central Corridor Transit	500,000	-	-	-	-
MSP258- Mt Ogden Admin Bldg expansion	500,000	5,000,000	4,000,000	-	-
MSP264- South Valley Transit (formerly known as Provo to Payson Transit)	1,500,000	1,500,000	2,000,000	-	-
MSP265- Program Management Support	4,000,000	3,300,000	3,300,000	3,300,000	3,300,000
MSP266- 3500 South TSP Upgrade	288,000	-	-	-	-
MSP267- New Maintenance Training Facility	480,000	4,320,000	2,300,000	-	-
MSP268- Optical Detection Next Steps	475,000	75,000	-	-	-
MSP270- Transit Signal Priority On Board Units (TOBU) Project	110,200	499,200	821,600	390,000	-
MSP271- MOW Training Yard	1,000,000	1,500,000	500,000	500,000	500,000
MSP272- Trax Operational Simulator	1,700,000	-	-	-	-
MSP273- Public Partnership Projects	9,700,000	10,000,000	-	-	-
MSP274- Historic Utah Southern Rail Trail	22,000	-	300,000	-	-
MSP999- Capital Contingency	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
REV234- Tooele County Microtransit & Vehicle Electrification	1,608,995	-	-	-	-
SGR358- Fronrunner Paint Booth	150,000	-	-	-	-
SGR370- Light Rail Red Signal Enforcement	300,000	5,000,000	3,500,000	3,000,000	2,500,000
SGR390- OK Manufacturing Building	1,350,000	750,000	-	-	-
SGR407- Bus Stop Enhancements	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
SGR408- Route End of Line (EOL) Enhancements	1,500,000	1,500,000	3,000,000	3,000,000	3,000,000
SGR409- System Restrooms	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

### UTA 5-Year Capital Plan - 2022-2026 Summary - Amendment #1

Programs/Projects	Amended 2022 Budget	2023 Proposed Budget	2024 Proposed Budget	2025 Proposed Budget	2026 Proposed Budget
Property/TOD/Real Estate	3,410,000	727,500	727,500	727,500	727,500
MSP261- Property Management - Capital Repairs	40,000	40,000	40,000	40,000	40,000
MSP262- SLCentral HQ Office	1,000,000	-	-	-	-
MSP263- TOD Working Capital	2,250,000	687,500	687,500	687,500	687,500
MSPXX1- Station Area Planning	120,000	-	-	-	-
Safety & Security/Police	2,068,061	1,487,476	1,233,224	1,100,000	795,000
FMA516- Corridor Fencing	50,000	50,000	50,000	50,000	-
FMA535- Ballistic Vest Replacement	15,000	15,000	15,000	25,000	25,000
FMA538- Police Radio Replacements	56,000	56,000	56,000	-	-
FMA539- Tasers	100,000	-	-	-	-
FMA543- Vehicle Replacement/Expansion	370,000	350,000	350,000	350,000	350,000
FMA557- Bus Safety and Security	30,000	30,000	30,000	30,000	-
FMA604- Safety General Projects	100,000	100,000	100,000	100,000	-
FMA645- Camera Sustainability	470,000	420,000	420,000	420,000	420,000
FMA656- Facility Security	50,000	50,000	50,000	50,000	-
FMA658- Bus Camera Overhaul/Replacement	40,000	-	-	-	-
FMA659- Emergency Operations Training	15,000	15,000	15,000	15,000	-
FMA676- Security General Projects	20,000	20,000	20,000	20,000	-
FMA681- Arc Flash Analysis	362,061	341,476	87,224	-	-
FMA682- Police CAD/RMS w Optional Taser/Body Cams	350,000	-	-	-	-
ICI140- Next Crossing Camera Installation	40,000	40,000	40,000	40,000	-
<b>Grand Total</b>	<b>232,268,748</b>	<b>360,248,101</b>	<b>270,290,970</b>	<b>238,654,444</b>	<b>147,769,176</b>





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** David Osborn, Project Manager

**TITLE:**

---

**R2022-06-04 - Resolution Authorizing Execution of Amendment Number 3 to an Interlocal Cooperation Agreement with the Redevelopment Agency of Salt Lake City for the Cooperative Construction of a TRAX Station at 650 South Main Street**

---

**AGENDA ITEM TYPE:**

Resolution

---

**RECOMMENDATION:**

Approve Resolution R2022-06-04 authorizing Amendment No. 3 for the Interlocal Cooperative Agreement (ILA) with the Redevelopment Agency of Salt Lake City to extend the contract to September 30, 2022 for the TRAX Station at 650 South Main Street.

---

**BACKGROUND:**

On December 16, 2020 the Board approved resolution R2020-12-12 authorizing the ILA /Cooperative Construction Agreement with Salt Lake City Redevelopment Agency (SLCRDA) for the construction of the 600 South Main Street TRAX Station. A resolution R2021-07-01 for Amendment No. 1 was approved by the Board on July 14, 2021 with the initial construction bid and schedule. A resolution R2022-03-07 for Amendment No. 2 was approved by the Board on March 23, 2022 to extend the milestone completion dates to June 30, 2022 due to unanticipated supply chain issues.

---

**DISCUSSION:**

This Amendment No .3 is to extend the milestone completion dates for the project in the ILA's Exhibit B. Continued supply chain issues have necessitated the need for additional time to complete the project.

Milestone completion dates are being extended as shows in the tables below:

**Current Construction Milestone Dates Contained in Exhibit B**

<i>Construction*</i>		
Mobilization	7/28/2021	7/29/2021
Construct Platform	7/29/2021	6/30/2022
Install Artwork	3/31/2021	6/30/2022
Startup Testing	4/30/2022	6/30/2022
Punchlist	4/30/2022	6/30/2022
<i>Operation</i>		
Opening Day		No later than 6/30/2022

**New Construction Milestone Dates contained in updated Exhibit B as a result of Amendment No.3:**

<i>Construction*</i>		
Mobilization	7/28/2021	7/29/2021
Construct Platform	7/29/2021	8/31/2022
Install Artwork	3/31/2021	8/31/2022
Startup Testing	6/30/2022	8/31/2022
Punchlist	7/30/2022	9/30/2022
<i>Operation</i>		
Opening Day		No later than 9/30/2022

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Salt Lake City
<b>Contract Number:</b>	R2020-12-12 ILA
<b>Base Contract Effective Dates:</b>	12/16/2020-12/15/2021
<b>Extended Contract Dates:</b>	12/16/2020-09/30/2022
<b>Existing Contract Value:</b>	\$2,502,404
<b>Amendment Amount:</b>	\$0
<b>New/Total Contract Value:</b>	\$2,502,404

**Procurement Method:**

N/A

**Budget Authority:**

No additional funding required

---

**ALTERNATIVES:**

If this amendment does not move forward, Utah Transit Authority is at risk of not completing the construction and opening the new platform within the timeframe of the agreement.

---

**FISCAL IMPACT:**

The project construction is funded in the 2022 budget and this contract will cover that funding. There is no additional funding required for this Amendment No. 3

---

**ATTACHMENTS:**

- Resolution R2022-06-04

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY  
AUTHORIZING EXECUTION OF AMENDMENT NUMBER 3 TO AN INTERLOCAL  
COOPERATION AGREEMENT WITH THE REDEVELOPMENT AGENCY OF SALT  
LAKE CITY FOR THE COOPERATIVE CONSTRUCTION OF A TRAX STATION AT  
650 SOUTH MAIN STREET**

R2022-06-04

June 22, 2022

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Local Districts Act and the Utah Public Transit District Act (collectively the "Act"); and

WHEREAS, the Redevelopment Agency of Salt Lake City ("RDA") and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the RDA and the Authority have been working together to complete the new TRAX 650 South Main Street Station, initially entering into an Interlocal Cooperation Agreement (ILA) on July 14, 2021; and

WHEREAS, RDA and the Authority have previously amended the ILA on March 23, 2022, to set the completion date of the new TRAX 650 South Main Street Station to June 30, 2022; and

WHEREAS, the United States has been gripped in a major supply chain disruption, which among other things, has created shortages and backlogs of construction materials needed to complete the new TRAX 650 South Main Street Station; and

WHEREAS, RDA and the Authority desire to extend the completion date of the new TRAX 650 South Main Street Station another three (3) months, to a projected completion date of September 30, 2022; and

WHEREAS, this amendment to the ILA comes at no addition cost to either RDA or the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the Third Amendment to the Interlocal Cooperation Agreement with the Redevelopment Authority of Salt Lake City in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute the Third Amendment to the ILA with the Redevelopment Agency of Salt Lake City in substantially the same

form as attached at Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Third Amendment to the ILA with the Redevelopment Agency of Salt Lake City, as attached as Exhibit A.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 22nd day of June 2022.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

---

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
5E3257B1CF024B9...  
Legal Counsel

## EXHIBIT A

(Third Amendment to Interlocal Cooperation Agreement with Salt Lake City)

### THIRD AMENDMENT TO CONSTRUCTION AGREEMENT FOR THE TRAX 650 SOUTH MAIN PASSENGER STATION

THIS THIRD AMENDMENT TO CONSTRUCTION AGREEMENT FOR THE TRAX 650 SOUTH MAIN PASSENGER STATION (“**Third Amendment**”) is made as of the \_\_\_\_ of June 2022 (“**Effective Date**”) by and between the Redevelopment Agency of Salt Lake City, a public entity (“**Agency**”) and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah (“**UTA**” and collectively with Agency, the “**Parties**”).

#### RECITALS

WHEREAS, on December 28, 2020, the Parties entered into a Construction Agreement for construction of the TRAX 650 South Main Passenger Station, as amended July 29, 2021 (the Construction Agreement together with the amendment are collectively referred to herein as “**Agreement**”); and

WHEREAS, unforeseen supply chain issues have necessitated the need for an adjustment to the construction schedule; and

NOW THEREFORE, in consideration of the above-stated premises and for other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. Exhibit B: Project Schedule. Exhibit B is hereby deleted in its entirety and replaced with the attached Exhibit B: Third Amendment to the Estimated Construction Schedule.
2. Miscellaneous. Except as expressly amended pursuant to the terms of this Third Amendment, the Agreement shall remain in full force and effect in accordance with its original terms. If any of the provisions of this Third Amendment conflict with the provisions of the Agreement, the provisions of this Third Amendment shall govern and control. To facilitate execution, this Third Amendment may be executed in as many counterparts as may be required and may be signed electrically. All counterparts shall collectively constitute a single agreement.
3. Representation Regarding Ethical Standards. UTA represents that it has not (1) provided an illegal gift or payoff to Salt Lake City Corporation (“**City**”) officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City’s conflict of interest ordinance, Chapter 2.44 Salt Lake City Code

**IN WITNESS WHEREOF**, the parties have caused this Third Amendment to be executed by their duly authorized officers, effective as of the date first set forth above.

AGENCY:

---

Danny Walz, Director

Approved as to form  
Salt Lake City Attorney's Office

---

Attest and countersigned  
Salt Lake City Recorder's Office

Utah Transit Authority:

---

Jay Fox, Executive Director

---

Mary DeLoretto  
Chief Services Development Officer

Michael L. Bell

Digitally signed by Michael L. Bell  
Date: 2022.06.01 15:20:16 -06'00'

---

Approved as to form  
Utah Legal Counsel

1 ATCH: Amendment 3 Revised Exhibit B



Exhibit B  
Third Amendment to the Estimated Construction Schedule

<u>Task/Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
<i>Bid Process</i>		
Bid Advertisement	4/22/2021	5/11/2021
Open/Review Bids	5/11/2021	5/18/2021
Contractor Selection, Notice to Agency	5/18/2021	5/21/2021
UTA Board Approval of Contractor Selection	7/14/2021	7/14/2021
Developer Contributions		7/20/2021
Notice to Proceed		7/28/2021
<i>Construction*</i>		
Mobilization	7/28/2021	7/29/2021
Construct Platform	7/29/2021	8/31/2022
Install Artwork	5/31/2021	8/31/2022
Startup Testing	6/30/2022	8/31/2022
Punchlist	7/30/2022	9/30/2022
<i>Operation</i>		
Opening Day		No later than 9/30/2022

\*Construction milestones assume the NTP is issued on the last day (7/28/2021).



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Jared Scarbrough, Acting Director of Capital Construction  
Kyle Stockley, Rail Infrastructure Project Manager

**TITLE:**

---

**Contract: Bombardier Truck Overhaul - Parts Procurement (Gray Manufacturing and Alstom)**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve the contract and authorize the executive director to execute the purchase orders and associated disbursements with Gray Manufacturing and Alstom to procure parts for the Bombardier truck overhaul in the amount of \$2,129,321.64.

---

**BACKGROUND:**

To maintain the Bombardier commuter rail passenger cars in a state of good repair, the trucks need to be overhauled. The trucks consist of the frame, wheels springs and other suspension components.

---

**DISCUSSION:**

This procurement provides 22 separate parts for the Bombardier Vehicle Trucks located at Warm Springs. UTA's solicitation was an Invitation for Bid (IFB), where price was the only consideration for the award. The solicitation allowed for multiple awards.

UTA made an award to the two low bidders as follows: Gray Manufacturing received the award for 16 parts for a price of \$1,362,939.92 and Alstom received the award for 6 parts for a price of \$766,381.72. The 22 parts supplied by the respective contractors will allow UTA Employees to overhaul 38 Bombardier Bi-Level passenger vehicles on its FrontRunner commuter rail system.

- Gray Manufacturing was awarded 16 parts worth \$1,362,939.92.
- Alstom was awarded 6 parts worth \$766,381.72.

Total Value of the Bombardier Vehicle Truck Materials Kit Overhaul \$2,129,321.64

The spreadsheet attached lists the individual parts being purchased.

These Contracts will commence upon approval and be completed approximately November 2023.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Gray Manufacturing and Alstom
<b>Contract Number:</b>	22-03568 (Alstom) 22-035682 (Gray Manufacturing)
<b>Base Contract Effective Dates:</b>	Dates: June 6, 2022- November 30, 2023
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$1,362,939.92 (Gray), 766,381.72 (Alstom) = 2,129,321.64
<b>Procurement Method:</b>	IFB - Low Bid
<b>Budget Authority:</b>	Capital Overhaul Projects 2022 and 2023 Budget

---

**ALTERNATIVES:**

If we do not overhaul the Bombardier trucks, the vehicles will be out of a state of good repair and not be available for revenue service.

---

**FISCAL IMPACT:**

Included in the 2022 and 2023 Capital Program under project code: SGR391

---

**ATTACHMENTS:**

- IFB
- Contractor's Acceptance
- Purchase Orders
- Parts detail



# INVITATION FOR BID

## Cover Sheet

<b>General Information</b>		
Project Name	Bombardier Vehicle Truck Materials Kit	
Project Description	UTA is seeking proposals from qualified firms to provide overhaul kits for 38 Bombardier Bi-Level Passenger Vehicles.	
Project Start Date/Length	Approximately May, 2022 – June, 2026	
Contract Type	Firm Fixed Price	
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State <input type="checkbox"/> Federal
<b>Procurement Process Information</b>		
IFB No.	22-03568	
Contract Administrator	Jolene Higgins 669 West 200 South Salt Lake City, Utah 84101 (801) 236-4754 @rideuta.com	
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.	
<b>IFB Schedule:</b> A) Issue Invitation to Bid <span style="float: right;">March 17, 2022</span> B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA <span style="float: right;">April 12, 2022, 2:00 pm</span> C) Last day for UTA to issue addenda and clarifications <span style="float: right;">April 15, 2022</span> D) <b>Deadline to submit bids</b> <span style="float: right;"><b>April 21, 2022, 2:00 pm</b></span>		
<b>Included as part of this IFB</b>		
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		
<b>Bid Contents</b>		
<b>Submittal Instructions</b>		
<ul style="list-style-type: none"> <li>One (1) electronic copy of the bid and one electronic copy of the bid sheet, in pdf format, and Excel shall be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.</li> </ul>		
<b>Required Forms</b> To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:		
<ul style="list-style-type: none"> <li>Signed Bid Forms and Declarations</li> </ul>		



# INVITATION FOR BIDS

## Part 1 – Project information

### 1.01 Overview

- 1) UTA currently operates 38 Bombardier Bi-Level passenger vehicles on its FrontRunner commuter rail system. UTA is looking to retain a Contractor to provide all materials necessary to support the rebuild of the truck assemblies on these passenger cars.
- 2) Subject to the availability of funding in future fiscal years, UTA anticipates that 38 sets of truck material kits will be supplied under the contract. The truck material kits shall, at the option and election of UTA, be scheduled in increments of 2 – 4 passenger car sets of truck material kits per month until completed pending funding and proposed schedule

### 1.02 General

- 1) This document covers the material requirements for providing a materials kit in support of the overhaul of the truck assemblies on a Bombardier Bi-Level passenger car.
- 2) The Contractor shall be responsible for the acquisition of all materials required for the supply of the truck material kits. The Contractor shall be responsible to supply to UTA any new or superseded part numbers for any and all components that differ from OEM.
- 3) UTA will perform the removal of the truck assemblies, the overhaul of these assemblies utilizing the material kits provided by the Contractor and the reinstallation of the overhauled truck assemblies at their Salt Lake City, Utah maintenance facility.
- 4) The Contractor shall be responsible for all shipping expenses and scheduling of the truck materials kit and any associated components.

### 1.03 Scope of Supply

- 1) Material Requirements
  - a) Each truck overhaul material kit shall be comprised of the following material:

Component		Bombardier Truck Assemblies	Qty Per	Ext Qty
Bombardier PN	OEM PN	Description	Truck	Per Car
24651100006S	DTC8666	CHEVRON SPRING	8	16
	201886	CHEVRON ADAPTER	8	16
24651200013S	98523	AIR SPRING ASSEMBLY	2	4
24641020460S		HOSE ASSEMBLY, 15.00 IN LG	2	4
24642113042S		GASKET, 0.375 IN DIA	4	8
2464910048		LOCKING CLIP	8	16

	96267	VERTICAL DAMPER	2	4
100025434	DTC6830-01	ROD ASSEMBLY (DRAG)	2	4
100025435	DTC6830-02	ROD ASSEMBLY (LATERAL TIE)	1	2
	DTB6824	LATERAL DAMPER	1	2
	DTC8671	LATERAL DAMPER PIN	2	4
	DTC6833	BUMPER, LATERAL	2	4
	201966-2	DAMPER, YAW (C98463)	2	4
51101270S	201937	SIDE BEARER 7.54" X 7.54" X 7.115"H (DTC6822	4	8
51101271S	DTC6821	TRACTION PAD 11.08" X 4.863" X 6.02"H	2	4
	DTD6786-1	RETAINING PLATE (FOR 3/4 CAP SCREW)	4	8
	DTD6786-2	RETAINING PLATE (FOR 1 CAP SCREW)	2	4
	202005	LOCKING CLIP	4	8
	200586	BEVEL WASHER ½	32	64
	DTC10507-01	FRANGIBLE BOLT ¾-10 UNRC-2A x 4 Lg.HEX HEAD	4	8
	DTC10507-02	FRANGIBLE BOLT ¾-10 UNRC-2A x 6-1/2 Lg.HEX HEAD	8	16
29940400031S		VALVE, LEVELLING	3	3

## 2) Parts Kitting requirements

All parts listed in 1.03.1.a above must be:

- Assembled and packaged per truck
- The parts must be packaged in one container
- Full quantities will only be accepted. Partial quantities will not be accepted without written consent of UTA.
- Each part must be labeled with the Bombardier and OEM part number, description, and quantity
- The parts must be loaded in the container with sufficient packing materials to avoid damage
- Each container must have a detailed parts list posted on the outside of the container and included as a packing list inside on top of the kitted parts. Both lists must have all of the information listed above in table 1.03.1.a.

## 1.04 Materials and Workmanship

- The Contractor shall be responsible for supplying all necessary shipping containers, pallets and miscellaneous materials required.
- Unless otherwise specified or provided as an approved alternative, only genuine Bombardier parts or approved equals shall be supplied.
- The Contractor shall notify UTA when the first truck materials kit is ready and available for First Article of Inspection. Sufficient notice shall be provided to allow UTA to be present for the inspections.

## 1.05 Quantity

Base Contract price includes the following

- a) Thirty-eight (38) vehicles worth of truck material kits to be provided.

## 1.06 Shipment

1. Unless otherwise advised by UTA, the Contractor shall deliver all units to UTA's Warm Springs Maintenance Facility:  
900 North 500 West,  
Salt Lake City, UT 84116
2. Any damage incurred in shipping the units to UTA is the sole responsibility of the Contractor.
3. All shipping costs shall be covered by Contractor.

## 1.07 Schedule

- A. The contractor shall provide a project schedule as detailed in section

## 1.08 Warranty

- 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
- C. 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.
- D. 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.





## 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 shall be determined by the bid price of the parts, if applicable.

UTA reserves the right to award to multiple bidders.



# INVITATION FOR BIDS

## Part 3 – Standard Terms of Solicitation

### 1.1 INSTRUCTIONS TO BIDDERS

#### 1.1.1.1 Submission of Bids.

Bids must be uploaded to 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.scquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>; if you have already registered, login and search by Utah Transit Authority or the RFP number.

If you need to create an account please select “Create Account” and then you can search UTA or the RFP number identified on the Cover Page. If you need assistance please email the Utah Supplier Portal Support at [scquestadmin@utah.gov](mailto:scquestadmin@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 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.

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 shall notify UTA of any inappropriate brand name, component, and/or equipment that may be called for in this IFB and shall propose a suitable substitute for consideration.

#### **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 shall 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 shall 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 shall submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided shall include the following:

- Set up and maintain contractor login for all persons inputting information in the system
- Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
- All certified 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 shall be uploaded on a weekly basis; all other information shall be uploaded or input no less than monthly.

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

## **1.2 SELECTION PROCESS**

### **1.2.1.1 Public Opening**

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

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

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

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

### **1.2.1.3 Responsiveness**

Bids that are conditional, 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.

### **1.2.1.4 Responsibility**

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

### **1.2.1.5 Checking References.**

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

### **1.2.1.6 Requests for Clarification**

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

## **1.3 PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and 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](mailto:protests@rideuta.com).

All protests must include:

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

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination 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 shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Vendor shall also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor shall maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor shall retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor shall not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.
6. **STANDARD OF CARE.** Vendor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).
7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use 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 shall be responsible for delivery costs and all risk of loss shall 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 shall 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 shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
    - i. Contractor Name
    - ii. Unique Invoice Number
    - iii. PO Number
    - iv. Invoice Date
    - v. Detailed Description of Charges
    - vi. Total Dollar Amount Due
  - b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.
11. **WARRANTY:** 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 shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable



attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit

\$500,000

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

4. Professional Liability (Errors and Omissions Liability)

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

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
14. Vendor shall maintain worker's compensation insurance in accordance with applicable laws and shall also maintain general liability insurance with policy limits no less than two million per occurrence and four million in the aggregate. Vendor shall include UTA as an additional insured with respect to such insurance. Upon request, Vendor shall provide proof of insurance to UTA.
15. **TERMINATION FOR CONVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.
16. **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.
17. **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.
18. **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](http://www.rideuta.com). Upon request by UTA, Vendor 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 Vendor to submit additional environmental documents. Vendor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

19. **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.
20. **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.
21. **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.
22. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
23. **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.
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 (see Part 3 (B) for more information).
4. I acknowledge receipt of the following addenda to this IFB:

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

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

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

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

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

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

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

## B. CONTRACTOR'S OFFER

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

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

_____ (Contractor's Name)	_____ (Signature)
_____ (Contractor's Address)	_____ (Print Name)
_____ (Contractor's Phone Number)	_____ (Title)
_____ (Contractor's Email Address)	_____ (Date)
_____ (Contractor's EIN)	

## C. UTA'S ACCEPTANCE

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

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

_____ UTA Representative / Title	_____ UTA Representative / Title
_____ (Date)	_____ (Date)
_____ UTA Legal	



**B. CONTRACTOR'S OFFER**

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

\*As modified by UTA's responses to questions posted on the SciQuest Q&A page.

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

Alstom Transportation Inc.

(Contractor's Name)

641 Lexington Ave, 28th Floor

(Contractor's Address)

(952) 353-7970

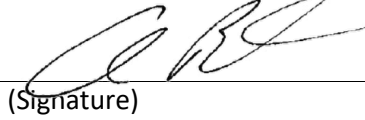
(Contractor's Phone Number)

alexandre.paquet@alstomgroup.com

(Contractor's Email Address)

11-2949993

(Contractor's EIN)



(Signature)

Alexandre Paquet

(Print Name)

Customer Director Midwest & Mountains

(Title)

May 3rd, 2022

(Date)

**C. UTA'S ACCEPTANCE**

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

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

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

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

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

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

DocuSigned by:

Mike Bell

6/16/2022

361516F838704A9...  
UTA Legal

<b>GMI LLC</b> <b>PO Box 126</b> <b>Hornell NY 14843</b>				PURCHASE ORDER NUMBER		<b>OG</b> <b>22035682</b>
				PO Number Must Appear On All Invoices And Shipments		
				Utah Transit Authority		VENDOR NUMBER
		An Equal Opportunity Employer		1506942	5/17/2022	
SEND INVOICE TO:	SHIP TO:			ORDER TAKEN BY	FOB	
AP@RIDEUTA.COM	ATTENTION: RECEIVING				*	
669 W 200 S	3600 S 700 W	801-287-3008		BUYER	PAGE NUMBER	
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com		Higgins, Jolene M	1 of 1	

Confirmation: Do not Duplicate	Ship as soon as possible. Early Shipments Allowed
Utah Transit Authority Is Tax Exempt	Higgins, Jolene M
Total PO Value: 1,362,939.92	

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00010275	11/30/23	19 EA	40-7391.68912	Bombardier Truck OH kit Warm Springs Year 1	35866.8400	681,469.96
2	00010275	11/30/23	19 EA	40-7391.68912	Bombardier Truck OH kit Warm Springs Year 2	35866.8400	681,469.96

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

**If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.**



<b>ALSTOM SIGNALING, INC.</b> <b>DEPT CH 19366</b> <b>PALATINE, IL 60055-9366</b>				PURCHASE ORDER NUMBER		<b>OG</b> <b>2203568</b>
				PO Number Must Appear On All Invoices And Shipments		
				Utah Transit Authority		VENDOR NUMBER
		An Equal Opportunity Employer		1201159	5/17/2022	
SEND INVOICE TO:	SHIP TO:			ORDER TAKEN BY	FOB	
AP@RIDEUTA.COM	ATTENTION: RECEIVING				*	
669 W 200 S	3600 S 700 W	801-287-3008		BUYER	PAGE NUMBER	
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com		Higgins, Jolene M	1 of 1	

Confirmation: Do not Duplicate	Ship as soon as possible. Early Shipments Allowed
Utah Transit Authority Is Tax Exempt	Higgins, Jolene M
Total PO Value: 766,381.72	

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00010275	11/30/23	19 EA	40-7391.68912	Bombardier Truck OH kits Warm Springs Year 1	20167.9400	383,190.86
2	00010275	11/30/23	19 EA	40-7391.68912	Bombardier Truck OH kits Warm Springs Year 2	20167.9400	383,190.86

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

**If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.**

IFB 22-03568							
Component			Bombardier Truck Assemblies	Qty Per	Ext. Qty		
UTA P/N	Bombardier P/N	OEM P/N	Description	Truck	Per Car	Price (each)	Extended Price
51100006S	24651100006S	DTC8666	CHEVRON SPRING	8	16	\$ 490.90	\$ 7,854.40
		201886	CHEVRON ADAPTER	8	16	\$ 446.38	\$ 7,142.08
51200013S	24651200013S	98523	AIR SPRING ASSEMBLY	2	4	\$ 3,722.28	\$ 14,889.12
41020460S	24641020460S	S275875	HOSE ASSEMBLY, 15.00 IN LG	2	4	\$ 67.51	\$ 270.04
	24642113042S		GASKET, 0.375 IN DIA	4	8	\$ 0.96	\$ 7.68
4910048	2464910048		LOCKING CLIP	8	16	\$ 10.21	\$ 163.36
C96267		96267	VERTICAL DAMPER	2	4	\$ 678.86	\$ 2,715.44
	100025434	DTC6830-01	ROD ASSEMBLY (DRAG)	2	4	\$ 1,227.61	\$ 4,910.44
	100025435	DTC6830-02	ROD ASSEMBLY (LATERAL TIE)	1	2	\$ 1,507.92	\$ 3,015.84
51020055S		DTB6824	LATERAL DAMPER	1	2	\$ 884.19	\$ 1,768.38
DTC8671		DTC8671	LATERAL DAMPER PIN	2	4	\$ 47.91	\$ 191.64
DTC6833		DTC6833	BUMPER, LATERAL	2	4	\$ 190.23	\$ 760.92
		201966-2	DAMPER, YAW (C98463)	2	4	\$ 1,293.24	\$ 5,172.96
51101270S	51101270S	201937 & DTC6822	SIDE BEARER 7.54" X 7.54" X 7.115"H (DTC6822	4	8	\$ 434.04	\$ 3,472.32
51101271S	51101271S	DTC6821	TRACTION PAD 11.08" X 4.863" X 6.02"H	2	4	\$ 440.65	\$ 1,762.60
		DTD6786-1	RETAINING PLATE (FOR 3/4 CAP SCREW)	4	8	\$ 2.99	\$ 23.92
		DTD6786-2	RETAINING PLATE (FOR 1 CAP SCREW)	2	4	\$ 3.18	\$ 12.72
		202005	LOCKING CLIP	4	8	\$ 9.67	\$ 77.36
		200586	BEVEL WASHER ½	32	64	\$ 2.32	\$ 148.48
		DTC10507-01	FRANGIBLE BOLT ¾-10 UNRC-2A x 4 Lg.HEX HEAD	4	8	\$ 8.94	\$ 71.52
		DTC10507-02	FRANGIBLE BOLT ¾-10 UNRC-2A x 6-1/2 Lg.HEX HEAD	8	16	\$ 8.94	\$ 143.04
	29940400031S		VALVE, LEVELLING	3	3	\$ 486.84	\$ 1,460.52
Sub Total							\$ 56,034.78
Grand Total			Kits		38	\$ 56,034.78	\$ 2,129,321.64



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Kyle Stockley, Rail Infrastructure Manager  
Jared Scarbrough, Acting Director of Capital Construction

**TITLE:**

---

**Contract: Passenger Minivans for Vanpool (Tony Divino Toyota)**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve purchase of 39 Vanpool vehicles and associated disbursements to Tony Divino Toyota in the amount of \$1,349,400.

---

**BACKGROUND:**

The vanpool vans being replaced have a minimum of 125k miles and are 4+ years old, although most vans are closer to 8-12 years old on average. The vanpool vans that are replaced are generally repurposed as UTA support fleet vehicles and used for several more years, reducing the need to procure more support fleet vehicles.

---

**DISCUSSION:**

This purchase order is for replacement Rideshare vans for UTA's Rideshare service. The requisition includes thirty-nine (39) eight-passenger minivans at an estimated \$34,600 each. These vans will be procured using an existing State of Utah contract.

---

**CONTRACT SUMMARY:**

**Contractor Name:** Tony Divino Toyota (State Contract)  
**Contract Number:** State Contract # MA3796, UTA PO 16809

---

<b>Base Contract Effective Dates:</b>	State Contract current thru 9/30/26, vehicles ship as soon as possible
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$1,349,400
<b>Procurement Method:</b>	State Cooperative Contract
<b>Budget Authority:</b>	Financed (Included in 2022 Capital Budget)

**ALTERNATIVES:**

Defer replacements to future budget year.

**FISCAL IMPACT:**

This project is included in the 2022 Capital budget

**ATTACHMENTS:**

PO 16809 to Tony Divino Toyota

Link to State Contract MA3796 - <https://statecontracts.utah.gov/Contract/Details/MA3796-Vehicles%7Cf39b0c4c-f619-431e-a183-5550135addda>

<b>TONY DIVINO TOYOTA</b> <b>777 W. RIVERDALE RD</b> <b>RIVERDALE UT 84405-3714</b>			PURCHASE ORDER NUMBER <b>OG</b>	<b>16809</b>
			PO Number Must Appear On All Invoices And Shipments	
		<b>Utah Transit Authority</b> <i>An Equal Opportunity Employer</i>	VENDOR NUMBER 1259350	PO DATE 3/9/2022
SEND INVOICE TO: <b>AP@RIDEUTA.COM</b>	<b>SHIP TO:</b> <b>ATTENTION: RECEIVING</b>		ORDER TAKEN BY	FOB *
669 W 200 S SLC, UT 84101	3600 S 700 W Salt Lake City UT 84119	801-287-3008 www.rideuta.com	BUYER Burton, Amanda	PAGE NUMBER 1 of 1

Confirmation: Do not Duplicate  
**Utah Transit Authority Is Tax Exempt**
 Total PO Value: 1,306,500.00
 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00010471	3/9/22	39 EA	40-6232.68912	8 pass minivan CVT/hybrid	33500.0000	1,306,500.00

Per State Contract MA3796

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

**If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.**



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Jared Scarbrough, Acting Director of Capital Construction  
Kyle Stockley, Rail Infrastructure Project Manager

**TITLE:**

---

**Contract: FrontRunner Station Gap Filler Material Procurement (SK Polymer Co. Ltd.)**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve contract and authorize the executive director to execute a material procurement and associated disbursements with SK Polymer Co. Ltd. in the amount of \$1,062,600.00

---

**BACKGROUND:**

There has been a potential safety issue identified. When a customer boards our Frontrunner vehicle, there is a gap which poses a threat of having someone potentially fall in between the platform and the vehicle. The gap filler will install a rubber-based barrier on the platform reducing the gap. This is like the gap filler used at the new Vineyard platform.

---

**DISCUSSION:**

This procurement would install gap filler on the remaining Frontrunner platforms. The cost of the material is \$1,062,600.00. The material lead time is approximately 5 months.

There is budget in the 2022 capital budget to cover the material procurement.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	SK Polymer Co. Ltd.
<b>Contract Number:</b>	21-03534
<b>Base Contract Effective Dates:</b>	June 23, 2022, through December 31, 2022
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$1,062,600.00
<b>Procurement Method:</b>	IFB Low Bid
<b>Budget Authority:</b>	2022 Capital Program account code MSP257

---

**ALTERNATIVES:**

If we do not install the gap filler product on the Frontrunner platforms, the potential risk is to have a customer fall between the vehicle and the platform.

---

**FISCAL IMPACT:**

Costs for this project are included in the 2022 Capital Program

---

**ATTACHMENTS:**

Contract

## **IFB GOODS AND SERVICES SUPPLY CONTRACT**

21-03534VW Gap Filler

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY CONTRACT (“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 S.K. Polymer CO., LTD (the “Contractor”).

### **RECITALS**

WHEREAS, on February 1<sup>st</sup>, 2022, UTA received competitive bids to provide Gap Filler for Frontrunner Platforms and (as applicable) installation manual (the “Goods”) according to the terms, conditions and specifications prepared by UTA in 21-03534VW (the “IFB”); and

WHEREAS, UTA wishes to procure the Goods according to the terms, conditions and specifications listed in the IFB; and

WHEREAS, the bid submitted by the Contractor in response to the IFB (“Contractor’s Bid”) was deemed to be the most advantageous to UTA; and

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

### **THE CONTRACT**

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, UTA and contractor hereby enter into this contract was consisting of the following items:

**Section 1: IFB Part 1 – Project Information**

**Section 2: Contractor Bid Sheet Form & Estimated Schedule**

**Section 3: IFB Part 3 – Solicitation Terms**

**Section 4: IFB Part 4 – Contract Terms**

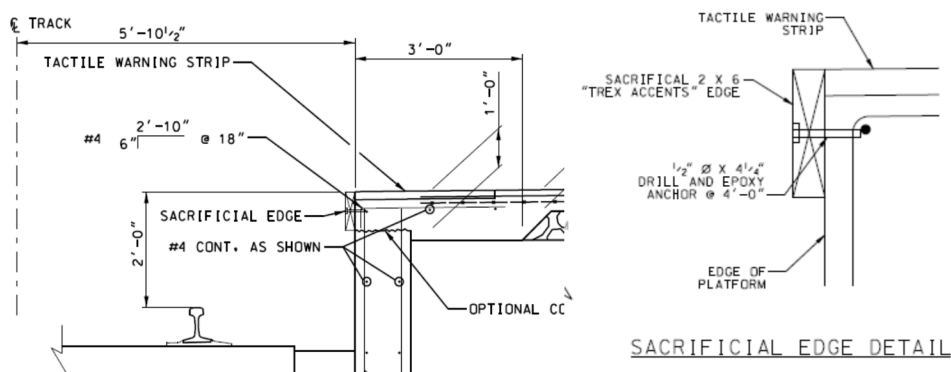
**Section 5: IFB Part 5 - Declarations, Offer and Acceptance**

### **SECTION 1**



**IFB Part 1 Project Information**

Utah Transit Authority (UTA) currently operates 15 passenger platforms on its FrontRunner commuter rail system. UTA is looking to retain a Supplier to provide a Platform Gap Filler that has a hard-wearing rubber profile that can be mounted along the edge of a train platform to reduce the gap between the platform and the entrance of a passenger train; ensuring that when a train has stopped at a platform, passengers are able to enter and exit with safety. Below is the current platform configuration. The plan would be to remove the existing “Sacrificial Edge” and replace it with the platform gap filler.



The dimension between the track centerline and the edge of the “gap filler” after installation should be 5’4.85” meaning the gap filler must protrude 5.65” from the face of the platform. The length of each piece of platform gap filler should be such that it would minimize the number of pieces required to install the gap filler to the entire length of each platform.

**Product Description**

The Platform Gap Filler is used to minimize the space between the platform and the rolling stock. It shall be a rubber to metal bonded single piece edge protection device. The platform gap filler should have “fingers” that help prevent damage to the rolling stock due to accidental contact upon approach to the platform.

**1.1. Raw Materials**

<u>Material</u>	<u>Characteristic</u>	<u>Nominal Value</u>	<u>Relevant Standard</u>
<b>Rubber Compound</b>	Hardness	65±5 (Shore A)	ASTM D2240
	Tensile Strength	8 MPa	ASTM D412
	Elongation at break	300%	ASTM D412
<b>Aluminum</b>	Tensile Strength	290 MPa	ASTM B209M
	Elongation	10%	ASTM B209M

## **1.2. Identification and Marking Requirements**

Identification markings shall be on the rubber component of the Platform Gap Filler. The markings shall consist of:

- Model Number (PGF### - e.g., PGF001)
- Date (YYMMDD)
- Batch number (X).

## **1.3 Packaging Requirements**

The Platform Gap Fillers shall be packaged in crates. The crates shall be made from timber or plywood; particle board and chipboard materials are prohibited.

Every crate shall display a tag or mark which details:

- The number of pieces contained in the crate;
- The /part number of the product contained in the crate.

## **1.4 Shipping Requirements**

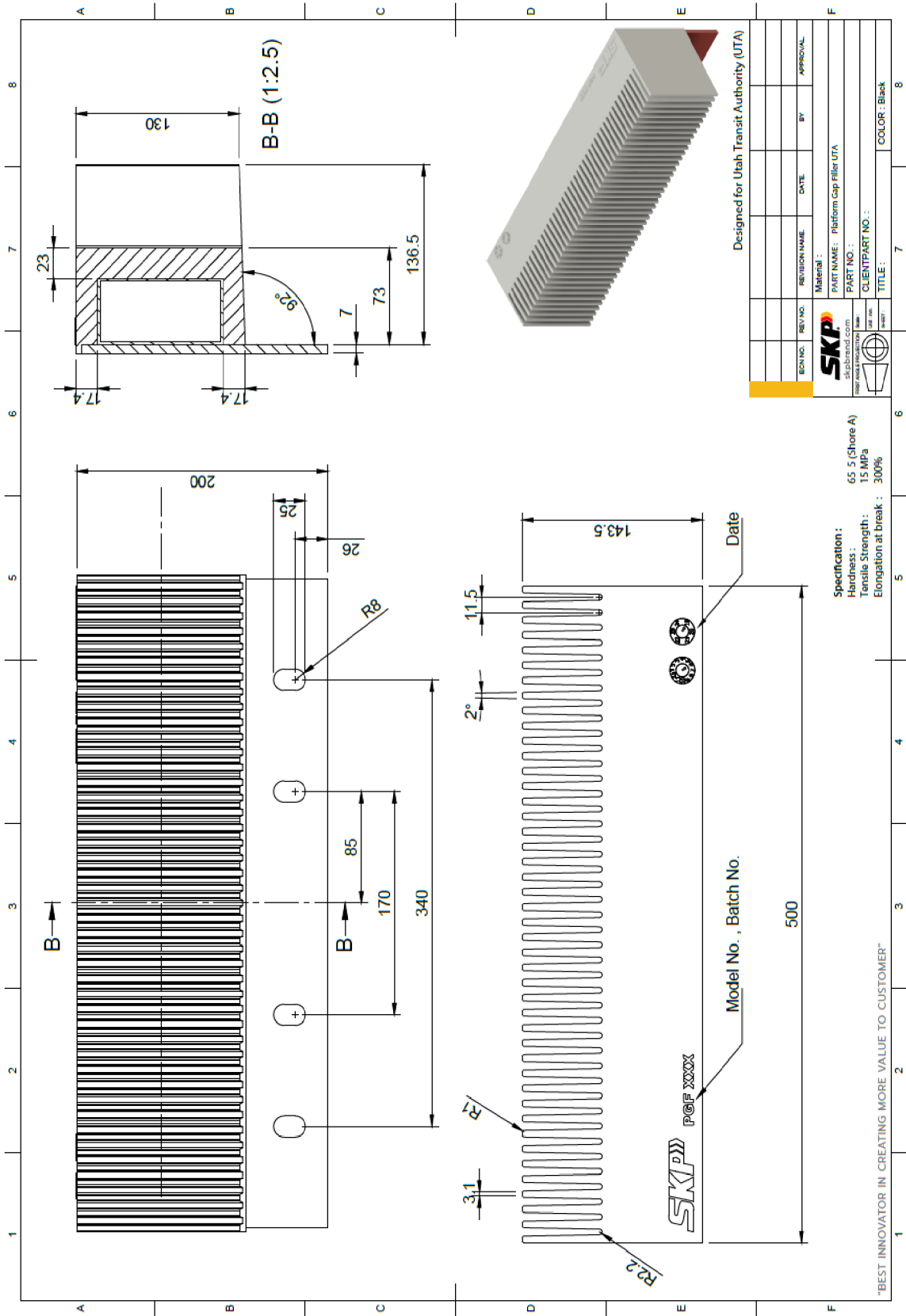
Crates shall be shipped as individual crates. Care shall be taken when packing containers to ensure that:

- Crates on the bottom of a stack are not being crushed by the weight above;
- Enough space is left above the top crate so that a forklift can remove it without scraping the ceiling of the container;
- Crates are stacked such that they are stable and not at risk of sliding.
- Shipping terms shall be 2021 Incoterms DDP and is to be included in the cost of the materials.

## **1.5 Quantities**

There are 15 stations of varying lengths and the expected quantity required will be enough to complete about 4900 feet of platform edge.

# Material Drawing



**SECTION 2****Contractor's Bid Sheet Form****Price Form****UTA Frontrunner Platform Gap Filler****IFB #21-03534VW**

Quantity *	Product Description	Price Per Piece	Price Per Foot	Extended Price
9,600	Rail Platform Gap Filler	\$95.00	\$57.91	\$912,000.00
Quantity*	Freight Description		Price Per 20 Ft Container	Extended Price
6	Freight 20 Ft Containers		\$25,100	\$150,600
			Total Price	\$1,062,600

**Remark:****\*First shipment 3,200 pcs - two containers****\*Second shipment 3,200 pcs – two containers****\*Third shipment 3,200 pcs – two containers****Prices are quoted in USD.****Product is UL 94 HB qualified for flame retardant. The Steel Plate thickness is 8mm.  
Rubber-metal adhesive is chemical bonding Chemlok® Vulcanizing Adhesive.****All Cost above must include shipping to:****UTA Transit Authority Warm Springs Rail Facility****900 North 500 West****Salt Lake City, Utah. USA 84116****Estimated Delivery to UTA from Receipt of Order...See project schedule****Payment terms (3 invoices for 3 shipments)****30 days after each Pro Forma Invoice submittal with Bill of Lading (B/L) for each shipment****Shipment Conditions:****SKP will ship the 2<sup>nd</sup> shipment after receiving payment of the 1<sup>st</sup> shipment.****SKP will ship the 3<sup>rd</sup> shipment after receiving payment of the 2<sup>nd</sup> shipment.**

Master Plan For				UTA Platform Gap Filler by SKP			
Part No :		-		Customer Part No: -			
Part Name :		UTA Platform Gap Filler by SKP			Date: 2/Jun/2022		
Company :		SKP					
Project Leader:		Mrs. Jaroonrat Thiraksaphan					
Start Date:		23 June 2022					
Finish Date (3rd shipment) :		6 February 2023					
No.	Desscription	Task Lead	Start	End	Duration (Days)	% Complete	Working Days
	Proccessing		23 Jun 22	6 Feb 23	419	100%	228
1	Mold design	Soontorn	23 Jun 22	27 Jun 22	5	0%	3
2	Mold production	Soontorn	28 Jun 22	27 Jul 22	30	0%	22
3	Metal parts purchasing (Sample)	Arnun	23 Jun 22	6 Jul 22	14	0%	10
4	Trial	Arnun	7 Jul 22	8 Jul 22	2	0%	2
5	First Article Inspection (FAI)	Arnun	9 Jul 22	9 Jul 22	1	0%	1
6	Documentation	Arnun	10 Jul 22	10 Jul 22	1	0%	2
7	Sample shipping	Export admin	11 Jul 22	17 Jul 22	7	0%	5

8	Customer's Sample Approval	Customer	18 Jul 22	18 Jul 22	1	0%	1
9	Metal parts purchasing (Mass production)	Arnun	19 Jul 22	17 Aug 22	30	0%	22
10	Mass production (1st Lot)	Arnun	7 Aug 22	5 Sep 22	30	0%	21
11	Mass production (2nd Lot)	Arnun	13 Sep 22	12 Oct 22	30	0%	22
12	Mass production (3rd Lot)	Arnun	20 Oct 22	18 Nov 22	30	0%	22
13	Pick up to ETD at port (1st lot)	Export admin	6 Sep 22	10 Sep 22	5	0%	4
14	Pick up to ETD at port (2nd lot)	Export admin	13 Oct 22	17 Oct 22	5	0%	3
15	Pick up to ETD at port (3rd lot)	Export admin	19 Nov 22	23 Nov 22	5	0%	3
16	Transshipment (1st lot)	Export admin	11 Sep 22	9 Nov 22	60	0%	43
17	Transshipment (2nd lot)	Export admin	18 Oct 22	16 Dec 22	60	0%	44
18	Transshipment (3rd lot)	Export admin	24 Nov 22	22 Jan 23	60	0%	42
19	In-land Transport (1st lot)	Export admin	10 Nov 22	23 Nov 22	14	0%	10
20	In-land Transport (2nd lot)	Export admin	17 Dec 22	30 Dec 22	14	0%	10
21	In-land Transport (3rd lot)	Export admin	23 Jan 23	5 Feb 23	14	0%	10
22	ETA (1st lot)	Customer	23 Nov 22	23 Nov 22	1	0%	1
23	ETA (2nd lot)	Customer	6 Jan 23	6 Jan 23	1	0%	1
24	ETA (3rd lot)	Customer	6 Feb 23	6 Feb 23	1	0%	1

## **SECTION 3**

### **IFB Part 3 – Solicitation Terms**

#### **1.1 INSTRUCTIONS TO BIDDERS**

##### **1.1.1.1 Submission of Bids.**

Bids must be received by the Contract Administrator by the “Bid ends” date and time listed on the IFB Cover Sheet. Bids received 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.

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 prepare 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**

Any and all questions and answers are public record and must be submitted before the end of the Question-and-Answer period. The questions and answers will be published to each interested bidder prior to the bid due date and time.

#### **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 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.

The requests will be published to each interested bidder prior to the bid due date and time.

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

#### **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 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 shall 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 shall 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 shall submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided shall include the following:

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

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

## **1.2 SELECTION PROCESS**

### **1.2.1.1 Public Opening**

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

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

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

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.

- Cancel the invitation for bids without awarding a contract.

#### **1.2.1.3 Responsiveness**

Bids that are conditional, 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.

#### **1.2.1.4 Responsibility**

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

#### **1.2.1.5 Checking References.**

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

#### **1.2.1.6 Requests for Clarification**

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

### **1.3 PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and 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](mailto:protests@rideuta.com).

All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the

alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer shall make a written determination regarding the protest. An unfavorable determination 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.*

## **SECTION 4**

### **IFB Part 4 Contract Terms**

#### Part 4 – Contract Terms

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

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

6. **STANDARD OF CARE.** Vendor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).
7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use 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 shall be responsible for delivery costs and all risk of loss shall 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 shall 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 shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
    - i. Contractor Name
    - ii. Unique Invoice Number
    - iii. PO Number
    - iv. Invoice Date
    - v. Detailed Description of Charges
    - vi. Total Dollar Amount Due
  - b. UTA shall inform Contractor in writing if the Goods is defect, not later than 10-day after the Goods have been delivered to the place as stated in Section 2. Contractor agrees to replace the defected Goods and such replacement by Contractor is the sole remedy of Contractor.
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 shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA
13. **TERMINATION FOR CONVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.
14. **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.
15. **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.
16. **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](http://www.rideuta.com). Upon request by UTA, Vendor 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 Vendor to submit additional environmental documents. Vendor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

17. **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.
18. **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.
19. **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.
20. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
21. **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.
22. **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.



23. **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.
24. **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.
25. **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.

## **SECTION 5**

### **Part 5 – Declarations, Offer and Acceptance**

#### **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 (*see* Part 3 (B) for more information).
4. I acknowledge receipt of the following addenda to this IFB:

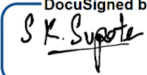
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

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

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

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

\_\_\_\_\_  
S.K. POLYMER CO., ITD

DocuSigned by:  
  
D702B38CBDF469...  
(Signature)

6/3/2022

\_\_\_\_\_  
Supote Suwanpimolkul

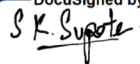
#### **B. CONTRACTOR'S OFFER**

By signing below, the Contractor makes a firm offer to deliver all supplies as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Sheet Form. Contractor

accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid shall be considered null and void.

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

S.K. POLYMER CO., LTD

DocuSigned by:  
  
 (Signature)

166 Thiantalay 20  
 Bangkhunthian-Chytalay Rd.  
 Samaedum, Bangkhunthian  
 Bangkok, Thailand 10150

Supote Suwanpimolkul  
 supote@skthai.com

Tel: (+66) 62 416 5624

Managing Director

walanporn@skthai.com

(Date) 6/3/2022

Thailand TIN 0105534005911

### C. UTA'S ACCEPTANCE

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.

Mary DeLoretto, Chief Service  
 Development Officers  
 Date:

Jay Fox, Executive Director  
 Date:

Approved as to Content and Form

DocuSigned by:  
  
 70E33A415BA44F6...

Mike Bell, AAG State of Utah and UTA  
 Legal Counsel  
 Date: 6/3/2022

Reviewed & Recommended by

Kyle Stockley, UTA Project Manager  
 Date:



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Kimberly Shanklin, Chief People Officer  
**PRESENTER(S):** Ann Green-Barton, Manager of Total Rewards

**TITLE:**

---

**Contract: Dental Insurance Services - Administrative and Bargaining Unit Employees (EMI Health)**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the 5-year base contract and associated disbursements with EMI Health for dental insurance in the not to exceed amount of \$9,200,000.00 over five years.

---

**BACKGROUND:**

This contract purchases dental insurance coverage for administrative and bargaining unit employees through EMI Health for Utah Transit Authority (UTA).

---

**DISCUSSION:**

UTA traditionally offers dental insurance coverage to administrative employees through a vendor. UTA and the Joint Insurance Committee (JIC) traditionally offer dental insurance coverage to bargaining unit employees through one vendor. UTA and the JIC conducted an RFP for dental insurance benefits. As a result of this process, UTA and the JIC selected EMI Health as the vendor to continue providing dental insurance benefits.

This contract is for an initial five-year period from May 2022 through April 2027, with the option to extend the initial term for up to five additional years. The structure of this contract allows UTA to continue with EMI Health as a provider beyond five years if UTA believes the terms, cost, and service are competitive. Staff will seek additional board approval of any option years beyond the initial five-year base contract period.

Experience with EMI Health has been positive overall from a customer service standpoint, the rates have been

competitive, and the network of providers allows employees a greater selection when seeking dental care.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	EMI Health
<b>Contract Number:</b>	#22-03550BM
<b>Base Contract Effective Dates:</b>	May 1, 2022 through April 30, 2027
<b>Extended Contract Dates:</b>	Pending future board approval
<b>Existing Contract Value:</b>	0
<b>Amendment Amount:</b>	0
<b>New/Total Contract Value:</b>	\$9,200,000.00
<b>Procurement Method:</b>	Request for Proposal (RFP)
<b>Budget Authority:</b>	Included in operating budgets

---

**ALTERNATIVES:**

Extend current contracts or stop offering dental insurance benefits.

---

**FISCAL IMPACT:**

These costs are programmed in the 2022 budget.

---

**ATTACHMENTS:**

Contract: Administrative and Bargaining Unit Employees Dental Health Insurance (EMI)



## PROFESSIONAL SERVICES AGREEMENT

### UTA CONTRACT #22-03550BM

#### Dental Insurance Services Administration and Bargaining

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and EMI Health, a Murray City, Utah based corporation ("Contractor").

#### RECITALS

WHEREAS, UTA desires to hire professional services for Dental Insurance Services for Administration and Bargaining Employees

WHEREAS, On December 2, 2021, UTA issued Request for Proposal Packages Number 21-03530BM and 21-03531BM ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

#### 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. SERVICES TO BE PROVIDED**

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulation , rul s ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Contractor shall furnish only qualified personnel and materials necessary for the

performance of the Work.

- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## 2. MANAGEMENT OF WORK

- a. Contractor's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.
- b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Contractor with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

## 3. PROGRESS OF WORK

- a. Contractor shall prosecute the Work **in** a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified **in** the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

#### 4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial five year period expiring April 30, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Five additional years option period, for a total Contract period not to exceed ten (10) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This 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 this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### 5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

#### 6. 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 Professional Services Supply Agreement (including any exhibits and attachments hereto).
2. 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 Professional Services;
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto

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

## **8. CHANGES**

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

## 9. INVOICING PROCEDURES

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

**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 Professional 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 Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractors.

**11. USE OF SUBCONTRACTOR S**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor'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. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

**12. KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor 's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

**EMI**

Andrea Paynter  
Account Executive  
5101 South Commerce Drive, Murray, UT 84107  
801-270-2988 Office  
801-231-1921 Mobile  
[apaynter@emihealth.com](mailto:apaynter@emihealth.com)

If the contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

### 13. SUSPENSION OF WORK

- a. UTA may, at any time, by written order to Contractor, require Contractor 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, Contractor 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, Contractor 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 Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

### 14. 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 Professional Services using other Contractor s 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.

#### **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 Professional Services furnished by Contractor prior to termination.

#### **15. 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 this 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 this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, 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 Work at any tier.

#### **16. 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.

#### **17. 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.

#### **18. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subContractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

#### **19. 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 ".

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

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a Contractor or subcontractor is exempt under UCA, AND when such Contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

Each Claim	\$1,000,000
------------	-------------

Annual Aggregate

\$2,000,000

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, 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-VIL. 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 [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.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 [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.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. SUBCONTRACTOR S: Contractor s' certificate(s) shall include all subcontractors s as additional insureds under its policies or subcontractor s shall maintain separate insurance as determined by the Contractor , however, subcontractors 's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance shall 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 shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## 20. 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 this 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 portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables 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 or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subcontractors s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, 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.

**21. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Contractor is responsible to provide and pay the cost of all its employees' benefits.

**22. PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

**23. 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 6. 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 Director of Supply Chain/Contractor's [SECOND LEVEL]	Five calendar days
UTA's Chief Financial Officer/Contractor's [THIRD LEVEL]	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.

**24. GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Contractor consents to the jurisdiction of such courts.

**25. ASSIGNMENT OF CONTRACT**

Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

**26. 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.

**27. NOTICES OR DEMANDS**

- a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority

ATTN: Brian Motes

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Contractor :

**EMI**

Andrea Paynter

Account Executive

5101 South Commerce Drive, Murray, UT 84107

801-270-2988 Office

- b. 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. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

**28. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Brian Motes, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

**29. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Contractor is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Contractor has a subcontract at any tier that involves a subcontractor that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

**30. COSTS AND ATTORNEYS 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

**31. NO THIRD PARTY BENEFICIARY**

The parties enter into this 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 this Contract.

**32. 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.

**33. 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.

**34. TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

**35. SEVERABILITY**

Any provision of this 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 this Contract.

**36. 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. 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.

### 36. AMENDMENTS

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

### 37. 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.

### 38. 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 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

**UTAH TRANSIT AUTHORITY:**


By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

By   
 70E33A415BA44F6...  
 Michael L. Bell  
 Name \_\_\_\_\_

Title Utah Assistant Attorney General  
 Date 5/13/2022

**EMIHEALTH:**

By   
 Name Steve Morrison  
 Title President/CEO  
 Date 5/13/22

## **Exhibit A**

### **Scope of Work**

- Scope of service- Provide dental administrative services to UTA's benefit eligible employees
- Duration- 5 years with the ability to extend year to year for additional 5 years

UTA reserves the right to terminate the contract with 60 days' notice. The terms and conditions are renewed or renegotiated on an annual basis.

Specific Terms. Specific terms shall be included in a yearly Supplemental Agreement to this Contract but shall stay within the above-established parameters.



**Exhibit B**

**Pricing**

- Price- Insurance Premiums not to exceed \$9,200,000.00.

Specific Pricing and Terms. Specific pricing, coverage and other relevant terms will be included in a yearly Supplemental Agreement to this Contract but shall stay with the overall NTEs stated above.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Kimberly Shanklin, Chief People Officer  
**PRESENTER(S):** Ann Green-Barton, Manager of Total Rewards

**TITLE:**

---

**Contract: Life and Disability Insurance Services- Administrative and Bargaining Unit Employees (Lincoln Financial Group)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve and authorize the Executive Director to execute the base 5-year contract and associated disbursements with Lincoln Financial Group for employee life and disability insurance in the not to exceed amount of \$30,000,000.00 over five years.

---

**BACKGROUND:**

This contract purchases life and disability insurance coverage for administrative and bargaining unit employees through Lincoln Financial Group for Utah Transit Authority (UTA).

---

**DISCUSSION:**

UTA traditionally offers life and disability coverage to administrative employees through one vendor. UTA and the Joint Insurance Committee (JIC) traditionally offer life and disability coverage to bargaining unit employees through the same vendor. UTA and the JIC conducted an RFP for life and disability benefits. As a result of this process, UTA and the JIC selected Lincoln Financial Group as the vendor to continue providing life and disability insurance benefits.

This contract is for an initial five-year period from May 2022 through April 2027, with the option to extend the initial term for up to five additional years. The structure of this contract allows UTA to continue with Lincoln Financial Group as a provider beyond five years if UTA believes the terms, cost, and service are competitive.

Staff will seek additional board approval of any option years beyond the initial five-year base contract.

Experience with Lincoln Financial Group has been positive overall from a customer service standpoint and the rates have been competitive.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Lincoln Financial Group
<b>Contract Number:</b>	#21-03532BM
<b>Base Contract Effective Dates:</b>	May 1, 2022 through April 30, 2027
<b>Extended Contract Dates:</b>	Pending future Board approval
<b>Existing Contract Value:</b>	0
<b>Amendment Amount:</b>	0
<b>New/Total Contract Value:</b>	\$30,000,000.00
<b>Procurement Method:</b>	Request for Proposal (RFP)
<b>Budget Authority:</b>	Included in operating budgets

---

**ALTERNATIVES:**

Extend current contracts or stop offering life and disability insurance benefits.

---

**FISCAL IMPACT:**

These costs are programmed in the 2022 budget.

---

**ATTACHMENTS:**

Contract: Administrative and Bargaining Unit Employees life and disability insurance (Lincoln Financial Group)

## PROFESSIONAL SERVICES AGREEMENT

### UTA CONTRACT #21-03532BM

#### Life and Disability Insurance Services

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Lincoln Financial Group, a New York based corporation (“Contractor”).

### RECITALS

WHEREAS, UTA desires to hire professional services for Life and Disability Insurance Services for Administration and Bargaining Employees.

WHEREAS, On December 2, 2021, UTA issued Request for Proposal Package Number 21-03532BM (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

### 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. SERVICES TO BE PROVIDED**

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Contractor shall furnish only qualified personnel and materials necessary for the

performance of the Work.

- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## **2. MANAGEMENT OF WORK**

- a. Contractor's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.
- b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Contractor with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

## **3. PROGRESS OF WORK**

- a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor's or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

#### 4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial five year period expiring April 30, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Five additional years option period, for a total Contract period not to exceed ten (10) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This 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 this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### 5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

#### 6. **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 Professional Services Supply Agreement (including any exhibits and attachments hereto).
2. 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 Professional Services;
3. Contractor 's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto

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

## **8. CHANGES**

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

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

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

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

## 9. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.



**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 Professional 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 Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractor s.

**11. USE OF SUBCONTRACTOR S**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor 's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractor s, 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. Contractor shall be solely responsible for making payments to subcontractor s, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractor s.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

**12. KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor 's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

**Lincoln Financial Group**

Brady Spencer  
 Sr. Account Director  
 435-669-5858 Phone  
[Brady.spencer@lfg.com](mailto:Brady.spencer@lfg.com)

If the contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

### **13. SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Contractor , require Contractor 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, Contractor 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, Contractor 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 Contractor ’s cost or time to perform the Work, UTA’s Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

### **14. 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 subcontractor s 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 Professional Services using other Contractor s 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.

#### **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 Professional Services furnished by Contractor prior to termination.

#### **15. 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 this 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 this Contract and/or Contractor 's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, 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 subcontractor s utilized in the performance of the Work at any tier.

#### **16. 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.

## **17. 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.

## **18. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

## **19. 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 ".
  - 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 shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability
- |                         |           |
|-------------------------|-----------|
| Workers’ Compensation   | Statutory |
| Employers' Liability    |           |
| Each Accident           | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit  | \$500,000 |
- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
  - b. This requirement shall not apply when a Contractor or subcontractor is exempt under UCA, AND when such Contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.
- |            |             |
|------------|-------------|
| Each Claim | \$1,000,000 |
|------------|-------------|

Annual Aggregate

\$2,000,000

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

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

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

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, 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 [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.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 [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.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. **SUBCONTRACTOR S:** Contractor s' certificate(s) shall include all subcontractor s as additional insureds under its policies or subcontractor s 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-Contractor s maintaining separate insurance shall 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 shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## **20. 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 this 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 portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables 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 or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractor s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subcontractor s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, 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.

## **21. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Contractor is responsible to provide and pay the cost of all its employees' benefits.

## **22. PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

## **23. 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 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Director of Supply Chain/Contractor's [SECOND LEVEL]	Five calendar days
UTA's Chief Financial Officer/Contractor's [THIRD LEVEL]	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.

## **24. GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Contractor consents to the jurisdiction of such courts.

## **25. ASSIGNMENT OF CONTRACT**

Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

## **26. 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.

## **27. NOTICES OR DEMANDS**

- a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority

ATTN: Brian Motes

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

If to Contractor :  
Lincoln Financial Group  
Brady Spencer  
Sr. Account Director  
435-669-5858 Phone  
[Brady.spencer@lfg.com](mailto:Brady.spencer@lfg.com)

- b. 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. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

**28. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Brian Motes, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

**29. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS UNDER DESIGN AND CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Contractor is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Contractor has a subcontract at any tier that involves a subcontractor that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

**30. COSTS AND ATTORNEYS 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

**31. NO THIRD PARTY BENEFICIARY**

The parties enter into this 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 this Contract.

**32. 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.

**33. 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.

**34. TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

**35. SEVERABILITY**

Any provision of this 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 this Contract.

**36. 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. 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.

### 36. AMENDMENTS

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

### 37. 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.

### 38. 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 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

#### UTAH TRANSIT AUTHORITY:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

DocuSigned by:  
By Michael L. Bell  
Name Michael L. Bell  
Title Utah Assistant Attorney General  
Date 5/13/2022

#### LINCOLN FINANCIAL GROUP:

DocuSigned by:  
By Brady Spencer  
Name Brady Spencer  
Title Sales Executive  
Date 5/13/2022

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**  
**Scope of Work**

- Scope of service- Provide Life and disability insurance to UTA's benefit eligible employees
- Duration 5 years with the ability to extend year to year for additional 5 years

UTA reserves the right to terminate the contract with 60 days' notice. The terms and conditions are renewed or renegotiated on an annual basis.

Specific Terms. Specific terms shall be included in a yearly Supplemental Agreement to this Contract but shall stay within the above-established parameters.

**Exhibit B**  
**Pricing**

- Price- Insurance premiums not to exceed \$30,000,000.00.

Specific Pricing and Terms. Specific pricing, coverage and other relevant terms will be included in a yearly Supplemental Agreement to this Contract but shall stay within the overall NTEs stated above.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Alisha Garrett, Chief Strategy Officer  
**PRESENTER(S):** Kyle Brimley, IT Director;  
Jerry Van Wie, IT Manager (App Dev / PMO)

**TITLE:**

---

**Change Order: FAREPAY Card Program Management Modification #2 (Interactive Communications International, Inc. "InComm")**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve contract extension and modification #2 with InComm and authorize the executive director to execute the change order and associated disbursements in the amount of \$840,000.

---

**BACKGROUND:**

InComm has been a valued partner and prepaid card (FAREPAY) manager for nearly a decade. InComm was awarded a prepaid card program management contract (#UT-12-03TH) back in June 2013. InComm provides the following services to UTA:

- InComm manages a network of more than 400 retail merchant locations
  - InComm hosts and supports critical back-office systems so that riders can purchase FAREPAY cards used to electronically pay their transit fares. InComm also manages the integration to UTA's EFCX system so that our EFC validators appropriately accept or reject these cards as fare payment
  - InComm sources all the cards and manages the individual card balances for nearly 150,000 FAREPAY accounts.
  - InComm hosts the online FAREPAY website where FAREPAY cards are purchased. Riders utilize this website to manage their cards.
  - InComm hosts a Customer Service interface that UTA agents use when handling customer concerns. Further, InComm provides a self-serve interactive voice response (IVR) interface for customers to check their FAREPAY
-



card balance.

- Following PCI security standards, InComm handles all payment processing events associated with the FAREPAY cards.

The original contract term, executed in 2013, was six years (2-year initial term, with two 2-year renewal options). InComm incurred all up-front development costs for this program back in 2013. Our contractual arrangement is that UTA pays InComm a load fee for every dollar loaded on a FAREPAY card (currently 7%). UTA did a sole source contract amendment in 2018 to extend the contract term 3 years, setting the new expiration date for this contract to Dec 2022.

---

#### **DISCUSSION:**

To avoid the substantial duplication of costs (described below), staff is requesting an extension of the sole source contract with InComm for another 36 months. Our riders will benefit from this strategy because we will not unnecessarily subject them to inconveniences associated with a new FAREPAY provider before UTA transitions to its new electronic fare collection system.

UTA is in the process of procuring a new integrated, vendor-hosted, account-based, electronic fare collection (EFC) system, which will include support for FAREPAY accounts. The RFP for this new fare collection system has recently been released. However, it will likely take 2-3 years to complete all procurement, implementation, and migration tasks. In the interim, we need to extend the contract with InComm to continue to support FAREPAY cards.

InComm has indicated a willingness to extend this contract if UTA agrees to begin paying an ongoing service fee of \$20K per month, beginning July 2022 (all other existing contract terms would remain the same). UTA has the option to cancel the contract at any time.

---

#### **CONTRACT SUMMARY:**

<b>Contractor Name:</b>	InComm
<b>Contract Number:</b>	UT-12-03TH-2
<b>Base Contract Effective Dates:</b>	2013-2022 (base + modification 1)
<b>Extended Contract Dates:</b>	2022-2025 (modification 2)
<b>Existing Contract Value:</b>	Contractor Load Fees Received to Date = \$2,338,699. 52
<b>Amendment Amount:</b>	\$840,000
<b>New/Total Contract Value:</b>	\$2,338,699 + \$840,000 + 7% load fees retained (\$200,000 estimate) = approximately \$3,378,699
<b>Procurement Method:</b>	Sole Source
<b>Budget Authority:</b>	IT Operating Budget - 5200.50353.92

---

#### **ALTERNATIVES:**

Allow the InComm contract to expire in Dec 2022 and then discontinue the FAREPAY card as a fare payment mechanism for 1-3 years until UTA has transitioned to the new fare collection system. Riders would need to shift to an alternate fare payment mechanism in the interim.

---

---

**FISCAL IMPACT:**

\$840K increase in operating expenses over the next 42 months (\$20K per month). This will be budgeted out of the IT department contract services account 5200.50353.92.

---

**ATTACHMENTS:**

InComm Original Contract

Change Order #1

Change Order #2 (current request)

## PROGRAM MANAGER AGREEMENT

This Program Manager Agreement (the "*Program Manager Agreement*"), effective June 28, 2013 (the "*Effective Date*"), is entered into by and between the Utah Transit Authority, a political subdivision and public transit district chartered pursuant to Section 17B-2a-801, Utah Code Annotated 1953, as amended, relating to public transit districts (the "*UTA*") and Interactive Communications International, Inc., a Florida corporation ("*InComm*") (each of UTA and InComm, a "*Party*" and collectively, the "*Parties*").

WHEREAS, the UTA has an electronic fare collection program for its customers and desires to enhance such program;

WHEREAS, InComm provides a secure point-of-sale system for processing the sale of such products and services and maintains a prepaid product distribution network comprised of the retail locations of various retailers; and

WHEREAS, the UTA desires for InComm to manage certain card products and account functions for its electronic fare collection program, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (with such meanings to be equally applicable to both the singular and plural forms of the terms defined):

1.1 "*Activate(d)*" means, with respect to a Card, enabled and capable of being used to conduct purchase transactions or in any other manner permitted by the applicable card terms and conditions.

1.2 "*Activation*" means the completed process through which a Card is Activated.

1.3 "*Activation Fee*" means the fee to be charged by InComm in connection with the sale of a Card and further defined in the applicable SOW.

1.4 "*Affiliate*" means, with respect to a Party, any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly Controls, is Controlled with or by or is under common Control with such Party.

1.5 "*Agreement*" means (a) this Program Manager Agreement, (b) the Request for Proposal, RFP-UT-12-03TH, (c) InComm's Proposal submitted in response thereto, (d) any SOW, mutually agreed to by the Parties in writing, and (e) the BRD.

1.6 “*Applicable Law*” means (a) the Brand System Rules, (b) any applicable rule or requirement of the National Automated Clearinghouse Association, and (c) any and all foreign, federal, state or local laws, treaties, rules, regulations, regulatory guidance, directives, policies, orders or determinations of (or agreements with) a Regulatory Authority and mandatory written direction from (or agreements with) any Regulatory Authority, including, without limitation, the GLBA, the Bank Secrecy Act and the regulations promulgated thereunder, including, without limitation, 31 CFR 1022.210, 31 CFR 1022.320, 31 CFR 1022.420, and any successor provisions, any and all sanctions or regulations enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control, and federal or state statutes or regulations relating to prepaid cards, money transmission, unclaimed property or data security, and all federal or state statutes or regulations relating to prepaid cards, money transmission, unclaimed property or data security, including, without limitation, Title IV of the Credit Card Accountability Responsibility and Disclosure Act of 2009, Pub. L. No. 111-24, 123 Stat. 1734, as amended by Pub. L. No. 111-209, and the regulations promulgated thereunder, including, without limitation, 12 CFR 205.20, or any successor provisions, that are applicable to the Cards or the Program or otherwise applicable to any of the Parties or any Approved InComm Retailer, as the same may be amended and in effect from time to time during the Term.

1.7 “*Approved InComm Retailer*” means any InComm Retailer approved by InComm to offer Cards for sale and/or Reload the Cards.

1.8 “*Bank-Issued Contactless Card*” or “*BICC*” means any form of credit card, debit card, charge card, stored value card or prepaid card bearing the symbol of any Brand System that can read by a Contactless Card Reader.

1.9 “*Brand System*” means Visa U.S.A., Inc., MasterCard International, Inc., Discover Network, Inc., American Express Travel Related Services Company, Inc., or any other payment network which is utilized by an issuing bank to issue the Cards or otherwise utilized by any Party for the purposes of fulfilling such Party’s obligations hereunder.

1.10 “*Brand System Rules*” means the bylaws, operating rules and regulations of a Brand System.

1.11 “*BRD*” means the business requirements and specifications for the Products and Services, as mutually agreed in writing by the Parties from time to time.

1.12 “*Business Day*” means any day (other than a Saturday, Sunday or legal holiday) on which federally-insured financial institutions are permitted to be open in New York, New York.

1.13 “*Card*” means a closed-loop reloadable prepaid card issued in connection with the Program.

1.14 “*Cardholder*” means an individual who (a) has been issued a Card or is otherwise authorized to use, Load, or Reload a Card, or (b) has been issued a BICC by an issuing bank.

1.15 ***“Cardholder Data”*** means any data or information of any Cardholder that is provided to or obtained by any Party, or any of its Affiliates or service providers, in the performance of its obligations under this Agreement or otherwise, including but not limited to, all lists of Cardholders, former Cardholders, and all information relating to and identified with such Cardholders, including, but not limited to, “non-public personal information” (as such term is defined under 12 CFR Section 40.3(n) or 16 CFR Section 313.3(n)) including but not limited to any personal account information, financial information, account numbers, personal identification numbers and other related information, social security numbers, or other non-public business or personal or financial information provided by a Cardholder to either Party or any of its Affiliates or service providers; provided, however, “Cardholder Data” shall not include (a) data or information collected from a Cardholder by InComm, any of its Affiliates or service providers, or an Approved InComm Retailer, in connection with a transaction separate and apart from the sale of a Card, (b) data or information collected by UTA, any of its contractors or services providers, in connection with a transaction separate and apart from the sale of a Card, or in connection with a loyalty, customer promotional program or customer survey by UTA or any of its contractors, provided that such data is limited to the customer’s sponsor, if any, name, mailing address, phone numbers, travel history, and/or email address, (c) data or information collected from a Cardholder by an Approved InComm Retailer in connection with a loyalty or other customer promotional program of such Approved InComm Retailer, provided that such data is limited to name, mailing address, phone numbers and/or email address or (d) data or information use that has been expressly authorized by any Cardholder.

1.16 ***“Cardholder Funds”*** means the funds that have been tendered by or on behalf of a Cardholder for purposes of adding value to an account associated with a Card or a prepaid account, but that have not yet been redeemed or remitted to a state in accordance with applicable unclaimed property laws. For purposes of determining the Cardholder Funds payable to or held by UTA, Cardholder Funds excludes any Activation Fees, Load Fees or Reload Fees.

1.17 ***“Cardholder Funds Balance”*** means the balance of those funds that have been tendered by or on behalf of a Cardholder for purposes of adding value to an account associated with a Card or a prepaid account, but that have not yet been redeemed or remitted to a state in accordance with applicable unclaimed property laws. Activation Fees shall not be included in the Cardholder Funds Balance.

1.18 ***“Claim”*** has the meaning set forth in Section 19.1.

1.19 ***“Confidential Information”*** has the meaning set forth in Section 22.1.

1.20 ***“Contactless Card Reader”*** means a device with an embedded ISO 14443 A/B smart card reader.

1.21 ***“Control”*** means the possession, direct or indirect, of the power to vote more than fifty percent (50%) of the securities that have ordinary voting power for the election of directors of any entity, or to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or by contract or otherwise.

1.22 ***“Customer Website”*** has the meaning set forth in Section 8.1.

- 1.23 “*Customer Service Applications*” has the meaning set forth in Section 8.2.
- 1.24 “*Deconversion and Transition Period*” has the meaning set forth in Section 18.5(a).
- 1.25 “*Development Fee*” has the meaning set forth in Section 6.1.
- 1.26 “*Examined Party*” has the meaning set forth in Section 11.3.
- 1.27 “*Fare Engine*” means that certain Hosted Back Office function, whereby the UTA: (a) determines the location of a Cardholder when his or her Card or BICC is tapped on the Contactless Card Reader at the time of boarding and at the time of exit from the UTA transit system and (b) calculates the appropriate Fare based on UTA’s current published fare schedule or other UTA policy.
- 1.28 “*GLBA*” means the Gramm-Leach-Bliley Act, 15 USC §§6801 et. seq., the regulations promulgated thereunder and regulatory interpretations thereof (including the Interagency Guidelines Establishing Information Security Standards adopted by federal bank regulatory agencies, such as the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency and the Board of Governors of the Federal Reserve System), all as they may be amended, supplemented and/or interpreted in writing from time to time by any Regulatory Authority.
- 1.29 “*Hosted Back Office*” has the meaning set forth in Section 3.
- 1.30 “*InComm Retailer*” means any retail merchant that has entered into a written agreement with InComm, or one or more of its Affiliates, for the purpose of participating in the retail sale of prepaid products distributed by InComm or any of its Affiliates.
- 1.31 “*InComm Technologies*” means, as used or provided by InComm solely in connection with this Agreement, (a) the processes, methods, machines, manufactures, technology, software or other technologies and all other materials used or provided solely by InComm pursuant to this Agreement; (b) all improvements, modifications or upgrades to any of the foregoing; and (c) any such intellectual property developed, invented, patented, or registered by InComm and/or by an InComm Affiliate prior to or during the Term of this Agreement.
- 1.32 “*Indemnified Party*” has the meaning set forth in Section 19.3.
- 1.33 “*Indemnifying Party*” has the meaning set forth in Section 19.3.
- 1.34 “*Initial Term*” has the meaning set forth in Section 18.1.
- 1.35 “*Load(ed)*” means to add funds or value to an account associated with a Card.
- 1.36 “*Load Amount*” means, with respect to any Load, the amount of funds tendered by or on behalf of a Cardholder in connection with a Load transaction to be Loaded to an account associated with a Card.

1.37 "*Load Fee*" means the fee to be charged by InComm in connection with the Load of an account associated with a Card and further defined in the applicable SOW.

1.38 "*Marks*" means the trademarks, service marks, trade names and logos of a Party.

1.39 "*Market Trial*" means the period during which the Program is tested by a select group of transit riders.

1.40 "*Participating Location*" means those retail locations owned or operated by Approved InComm Retailers through which InComm has decided to offer the Cards for sale or Reloads.

1.41 "*PCI DSS*" has the meaning set forth in Section 12.1.

1.42 "*Personal Account Number*" or "*PAN*" means the personal account number assigned to a Card.

1.43 "*Phase One Roll Out*" means the day on which the Products are first offered through retail distribution to all members of the general public. For the avoidance of doubt, the Phase One Roll Out is distinct from the Market Trial.

1.44 "*POS*" means a point-of-sale device.

1.45 "*Products*" has the meaning set forth in Section 2.2(a).

1.46 "*Program Commencement Date*" means that certain date which is ninety (90) days after the Phase One Roll Out.

1.47 "*Program*" means the UTA's electronic fare collection program for its customers, as described herein.

1.48 "*Reduced Fare Cards*" has the meaning set forth in the Reduced Fare Card Statement of Work.

1.49 "*Redemption Data*" means, as applicable, (i) the fare amount for any trip, as determined by the Fare Engine, and the applicable PAN or Bank-Issued Contactless Card number and (ii) any other amount to be deducted from or added to the Cardholder Funds Balance in accordance with UTA policy and the applicable PAN.

1.50 "*Regulatory Authority*" means any Brand System, the National Automated Clearing House Association, any state banking department, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and any other federal or state governmental agency, including any foreign governmental agency, having jurisdiction over the Cards, any of the services to be provided hereunder, the UTA, InComm, any Approved InComm Retailer, or any of their respective Affiliates.

1.51 "*Relationship Manager*" has the meaning set forth in Section 16.

1.52 “*Reload(ed)*” means to load additional funds to an account associated with a Card in a manner described in this Agreement or any applicable SOW, or as otherwise mutually agreed upon in writing by InComm and the UTA from time to time.

1.53 “*Reload Amount*” means the amount of funds tendered by or on behalf of a Cardholder in connection with a Reload transaction to be Loaded to an account associated with a Card.

1.54 “*Reload Fee*” means the fee to be charged by InComm in connection with the Reload of an account associated with a Card and further defined in the applicable SOW.

1.55 “*Renewal Term*” has the meaning set forth in Section 18.1.

1.56 “*Retailer Agreement*” means an agreement by and between an Approved InComm Retailer and InComm, which documents such Approved InComm Retailer’s participation in the retail sales portion of the Program.

1.57 “*RTVS*” has the meaning set forth in Section 3.

1.58 “*SOW*” has the meaning set forth in Section 2.2(a).

1.59 “*Services*” has the meaning set forth in Section 2.2(a).

1.60 “*Settlement Account*” means an account at a financial institution designated by the UTA as the account to be credited by InComm for settlement.

1.61 “*Term*” has the meaning set forth in Section 18.1.

1.62 “*Time-Based Cards*” means a card that provides the cardholder with unlimited access to the UTA transit system for a set period of time, including, but not limited to, the cards issued by the UTA pursuant to its Eco Pass and Ed Pass programs.

1.63 “*Transaction Data*” means with respect to the sale of a Card or the Reload of a Card, the data necessary to Activate, Load or Reload a Card, as applicable, as determined by the applicable Scope of Work or InComm from time to time.

1.64 “*UTA Equipment and Systems*” means the Program equipment and systems procured and maintained by the UTA, including, but not limited to: (a) the on-board and back office equipment and software to accommodate the Cards and administer the Program; (b) the Contactless Card Readers located on each transit vehicle or at transit vehicle platforms; (c) the Fare Engine; (d) the capability to transmit data by wireless or other means to the Fare Engine; and (e) such other systems and equipment necessary for the Program that InComm or its Affiliates is not required to provide hereunder.

1.65 “*UTA Technologies*” means, as used or provided by the UTA solely in connection with this Agreement, (a) the processes, methods, machines, manufactures, technology, software or other technologies and all other materials used or provided solely by the UTA pursuant to this Agreement; (b) all improvements, modifications or upgrades to any of the



foregoing; and (c) any such intellectual property developed, invented, patented, or registered by the UTA prior to or during the Term of this Agreement.

## 2. Program.

2.1 Program. InComm and the UTA are entering into this Agreement to enhance UTA's Electronic Fare Collection Program by providing various pre-paid electronic fare media, which will be made available to customers of the UTA through a variety of card types, including Bank-Issued Contactless Cards, closed-loop reloadable cards, general purpose reloadable cards and third-party sponsored cards, or otherwise, which shall be implemented over time as set forth herein and in the mutually agreed statements of work.

### 2.2 Format and Interpretation of Agreement.

(a) This Program Manager Agreement includes one or more Statements of Work ("**SOW**") as may be mutually agreed upon in writing by the parties from time to time. Each SOW shall set forth a product or service to be delivered to the UTA, the price and terms thereof, plus any other related items, and shall be attached hereto and incorporated herein by this reference. The physical products to be provided by InComm pursuant to this Program Manager Agreement or any executed SOW are collectively referred to herein as the "**Products**." The services to be provided by InComm pursuant to this Program Manager Agreement, the BRD or any executed SOW are collectively referred to herein as the "**Services**." In the event of a conflict of terms between an SOW and this Program Manager Agreement, the terms of the SOW shall take precedence as to the actions to be taken in connection with the SOW.

(b) This Agreement shall consist of (i) this Program Manager Agreement, (ii) the Request for Proposal, RFP-UT-12-03TH, (the "**RFP**") (iii) InComm's Proposal submitted in response thereto, (the "**Proposal**") (iv) any SOW, mutually agreed to by the Parties in writing, and (v) the BRD. In the event of a conflict or inconsistency in the terms, specifications or otherwise under this Agreement, the terms of the following documents shall govern in this order (i) the applicable BRD, (ii) the applicable SOW, (iii) the Program Manager Agreement, (iv) the Proposal, and (v) the RFP. For avoidance of doubt, the terms or specifications of first document listed in the preceding sentence, which contain a conflict or inconsistency with one or more other documents listed, shall govern with respect to such conflict or inconsistency.

### 2.3 InComm's Responsibilities. During the Term, InComm shall:

(a) provide the Products and Services required to be provided by InComm as set forth in this Agreement in a professional and workmanlike manner in accordance with industry standards and in compliance with Applicable Law;

(b) ensure that the Cards are compatible with the UTA Equipment and Systems and UTA Technologies, provided the UTA complies with its obligations herein related to such UTA Equipment and Systems and UTA Technologies;

(c) not enter into any Agreement with any third party, Affiliate or Approved InComm Retailer that would require the modification of, replacement of or addition to any UTA Equipment and Systems or UTA Technologies, without the prior written consent of the UTA;

(d) shall use commercially reasonable efforts to notify the UTA of any obligations under Applicable Law that accrue to the UTA in connection with Program, provided InComm shall have no liability related to the UTA's violation of Applicable Law;

(e) ensure that InComm and any financial institution, with which InComm does business with in connection with providing the Services, are in good standing with any applicable Regulatory Agency;

(f) ensure InComm is licensed to provide the Services in the State of Utah, as required by Applicable Law;

(g) establish and maintain a network of Approved InComm Retailers that will provide a geographically diverse availability of Cards within UTA's service area, as set forth in the applicable SOW;

(h) provide commercially reasonable support to UTA's Customer Service Department in resolving disputes related to the Program;

(i) maintain and manage the Cardholder Funds Balance database according to applicable industry standards, Applicable Law and any Redemption Data transmitted, as set forth in Section 3.2; and

(j) establish and maintain a customer website and develop customer service applications, as set forth in Sections 8.1 and 8.2.

2.4 UTA's Responsibilities. During the Term, the UTA shall:

(a) accept all Cards when properly presented by a Cardholder and provide services to the Cardholder for the full Load Amount or Reload Amount, as applicable;

(b) provide all UTA Equipment and Systems for purposes of InComm's delivery of the Products and Services under this Agreement;

(c) operate the Fare Engine and transmit Redemption Data to InComm;

(d) maintain a Settlement Account;

(e) resolve all Cardholder disputes according to UTA's internal policies and procedures, which the UTA can resolve, and cooperate with InComm to resolve any other Cardholder disputes, including by responding within ten (10) days to any dispute forwarded to the UTA from InComm, and forwarding to InComm promptly after receipt by the UTA copies of any communication relating to a Cardholder dispute received from any person; and

(f) cooperate with InComm to establish connectivity to InComm's systems for purposes of authorizing transactions, to send Redemption Data to InComm, and to receive settlement and other reports from InComm.

During the Term of this Agreement, the UTA shall not replace any UTA Equipment and Systems, if such replacement would (i) require InComm to change the contactless technology embedded in any Product, including but not limited to the Cards or (ii) impair any connectivity with InComm which is necessary for InComm's provision of the Services, without the prior written consent of InComm. Notwithstanding the foregoing, the UTA may change the provider of the Fare Engine without the prior written consent of InComm, provided the UTA reimburses InComm for any and all costs and expenses, incurred by InComm or its Affiliates, related directly or indirectly to establishing connectivity with such new provider.

2.5 Subcontractors and Agents. Nothing herein shall be deemed to prevent or restrict any Party from subcontracting any of its duties or obligations hereunder, provided that the subcontracting Party shall remain at all times liable for the performance of such duties or obligations as if the subcontracting Party had performed such duties or obligations itself. Without limiting the foregoing, the UTA acknowledges and agrees that InComm may, subject to Applicable Law, enter into arrangements with third parties or Affiliates to perform any of InComm's obligations hereunder. In the event that any Party desires to subcontract any of its duties or obligations hereunder, the subcontracting Party shall receive prior written approval of such subcontractor from the other Party hereto, except where subcontracting to an Affiliate. Such written approval shall not be unreasonably withheld, conditioned or delayed.

2.6 Exclusivity.

(a) Exclusive Products. During the Term, the UTA hereby grants to InComm and its Affiliates the exclusive right (i) to manufacture closed-loop reloadable cards, general purpose reloadable cards, third-party sponsored prepaid cards, and any other stored value cards for use in the UTA's electronic fare collection program (the "*Exclusive Products*"); (ii) to distribute the Exclusive Products to retail or other locations for sale to individuals or businesses; and (iii) to sell the Exclusive Products from a website. Further, during the Term, the UTA will not, directly or indirectly, enter into an agreement or other arrangement with any InComm Retailer, other than with the prior written consent of InComm, for the marketing, promotion, distribution, loading, sale or activation of (a) any prepaid or stored value products or services, including, without limitation, the Cards, or (b) any money transmission product or service. Notwithstanding the foregoing, in the event the UTA requests that one or more of the Exclusive Products be distributed through a distribution channel that InComm is either unwilling or unable to accommodate (by using reasonable efforts, within a reasonable period of time after the UTA requests the addition of said distribution channel), then with InComm's prior written consent, which shall not be unreasonably withheld, the UTA may distribute such Exclusive Products through such distribution channel. Notwithstanding the foregoing, manufacturing, distributing and selling Time-Based Cards by the UTA, in accordance with the UTA's historic practices, shall not be a violation of this Section 2.6.

(b) Related Products. In the event the UTA desires to implement any prepaid or stored value products or services, other than a card, for use in the UTA's electronic fare collection program, then the UTA agrees to consult InComm regarding the scope of the proposed products or services.

2.7 Appointment. The UTA hereby appoints InComm as the agent of the UTA to the extent required for compliance with Applicable Law, including, without limitation, state and federal laws and regulations pertaining to money transmission, in order to engage in the distribution and sale of the Cards and other activities as contemplated hereunder.

3. Back Office. As between the Parties hereto, UTA shall be responsible for (a) the management and operation of a fare system hosted back office (the "*Hosted Back Office*"), which shall include, among other things, the Fare Engine and (b) the development and operation of a Real Time Validation Server ("*RTVS*").

3.1 Authorization. InComm will develop, provide and support the UTA fare system with the ability to properly authorize service when a patron taps a Card that gets routed to InComm. Notwithstanding the foregoing, the scope and delivery phases for these "service authorization" functions will be further defined in the applicable SOW and may include:

(a) Development and support of card status change notifications to the Hosted Back Office when an account associated with a Card goes above or below a set of threshold values;

(b) Development and support of a real time Cardholder Funds Balance confirmation process with RTVS to insure sufficient funds remain in an account associated with an individual's Card when he or she taps the Card for service; and

(c) Development and support of a real time mechanism to reserve patron funds for fare settlement once an individual's trip is completed and processed through the fare system.

3.2 Account Management. UTA or its agent shall transmit the Redemption Data to InComm. InComm shall perform account management as set for the in the applicable SOW. InComm shall perform account management utilizing the Redemption Data provided by UTA or its agent. InComm shall have no liability for account management performed, so long as it performs account management in accordance with the Redemption Data or other instructions transmitted by UTA or its agent. With respect to each submission of Redemption Data to InComm, the UTA represents and warrants that all fares or other charges included in the card settlement and authorization data constitute bona fide, arms-length sales by the UTA of services in the ordinary course of the UTA's business. Notwithstanding the foregoing, the scope and delivery phases for these "account management" functions may be further defined in an applicable SOW or BRD. For the avoidance of doubt, "account management" as used in this Section 3.2 refers to the management of the Cardholder Funds Balance database with individual data entries corresponding to each account associated with a Card and not to managing actual cash accounts associated with each Card.

4. **Future Statements of Work.** The Parties acknowledge and agree that, upon the UTA's request, additional SOWs will be negotiated in good faith after the execution of this Agreement and entered into by the relevant Parties, which may include, but is not limited to, those SOWs described below in this Section 4. Notwithstanding anything in the contrary in the RFP or the Proposal, InComm shall have no obligation to provide a product or service unless such product or service is included in an executed SOW or this Program Manager Agreement.

4.1 **BICC Processing.** Following the successful PCI certification of both the UTA and any provider of the Fare Engine, it is the intent of the parties to mutually agree on the terms and conditions of a merchant processing relationship, whereby the authorization and settlement of Bank-Issued Contactless Cards utilized to board UTA transit will be facilitated by InComm. The parties acknowledge and agree that InComm's involvement in such transactions, including the authorization and settlement thereof, may be impacted by the Brand System Rules. The fees for BICC processing shall be nine percent (9%) of the total transaction.

4.2 **Third Party Sponsored Card.** Pursuant to the Third Party Sponsored Card Statement of Work, InComm would produce, support, activate and reload third-party sponsored cards via the Customer Website. Third-party sponsored cards are (i) Cards that will be distributed in bulk by the UTA to third parties for further distribution and (ii) intended to replace Current ECO, Ed and/or ski pass annual or seasonal pass products. The applicable Statement of Work shall include an Activation Fee and may include a Load Fee and a Reload Fee. Payments for Activation or Reloading of third-party sponsored cards may be made by a third party institution directly.

4.3 **Kiosks.** Pursuant to the Kiosk Statement of Work, InComm would support Card Reloads at kiosks located at mutually agreed rail and bus locations. Kiosk operations and first line maintenance shall be the sole responsibility of UTA. Payment terms and conditions for this project will be determined based a detailed feasibility and deployment plan.

4.4 **Registered BICC.** Pursuant to the Registered BICC Statement of Work, InComm would provide a system (a) where Cardholders can register their BICCs to a prepaid account (with an individual PAN) maintained by InComm; and (b) that, at the Cardholder's option, (i) can automatically reload a prepaid account by charging a credit or debit account associated with such PAN or (ii) can email a notice of low account balance to the such Cardholder inviting him or her to reload their prepaid account.

4.5 **Non Profit Replacement for Punch Pass & Tokens.** Pursuant to the Non Profit Replacement for Punch Pass & Tokens Statement of Work, InComm would provide a Card that will be used to replace existing Punch Pass & Token sales. Punch Passes are currently distributed to certain non-profit or charity organizations. Fees and other details shall be mutually agreed by the Parties.

4.6 **General Purpose Reloadable Card.** Pursuant to the GPR Card Statement of Work, InComm may introduce a contactless General Purpose Reloadable Card through many of the same channels as the Card. The parties shall mutually agree to the branding of such General Purpose Reloadable Card (a "***GPR Card***"). Each individual with GPR Card would also have the ability to create a prepaid account for UTA transit use. In such event, the registered GPR Card

would be used as the access device for the UTA transit system with fares deducted from the associated prepaid account. Individuals will have the option to (i) have value automatically added to the account when the balance falls below a threshold, or (ii) receive notice of low balance and initiate addition of value via email or mobile notification. If the balance falls to \$0, the GPR Card will revert to pay as you go status until the individual adds value to the account.

4.7 Cards for UTA Use. Pursuant to the Internal Use Card Statement of Work, InComm would supply cards to the UTA for use in fare programs administered directly by UTA, such as institutional postpaid or pass products or guest or employee passes. For the avoidance of doubt, cards supplied pursuant to this SOW would not be included in the prepaid or pay-as-you-go activities administered by InComm. Fees and other details shall be mutually agreed by the Parties.

5. Implementation. InComm shall develop and implement the Products in accordance with the implementation schedule set forth in each applicable SOW. The Parties shall mutually agree on the implementation schedule for the Program.

5.1 Access to UTA sites. The UTA shall ensure that InComm and any of its authorized representatives has reasonable access to any UTA sites for the purpose of enabling InComm or any of its authorized representatives to maintain, inspect, disconnect or remove any equipment, hardware or software provided by InComm, the UTA, or their respective suppliers that is located at such sites.

5.2 Access to Information. Each Party shall provide, or cause to be provided to the other Party, such information as the requesting Party may reasonably require to perform its obligations under this Agreement.

## 6. Compensation.

6.1 Development Fee. Concurrent with the execution of this Agreement, InComm shall invoice the UTA for a development fee in the amount of Two Hundred Thousand Dollars (\$200,000) (the "*Development Fee*"), which shall be payable upon notice of termination or nonrenewal provided in accordance with Section 18.1 by UTA only. In the event that this Agreement is automatically renewed for one Renewal Term in accordance with Section 18.1 and is not otherwise terminated by the UTA pursuant to Section 18.4, the Development Fee shall be waived by InComm.

6.2 Fees. Each SOW shall set forth the applicable Activation Fees, Load Fees, Reload Fees or other fees for such Product. For the avoidance of doubt, InComm shall be entitled to 100% of each Activation Fee, Load Fee or Reload Fee collected by an Approved InComm Retailer, InComm or the UTA, and shall remit the Load Amounts and/or Reload Amounts to UTA. InComm shall be deemed to have earned the Activation Fees, Load Fees and Reload Fees upon its receipt of the funds tendered by or on behalf of a Cardholder for the purpose of adding value to an account associated with a Card or a prepaid account.

6.3 Settlement Review. InComm shall provide to the UTA a reconciliation or invoice describing the Products and Services for which any Settlement was performed. The UTA shall

have the right to reasonably dispute any of the charges contained in a reconciliation or an invoice for a period of sixty (60) days after the date of the reconciliation or invoice (the "Reconciliation Date"), provided that: (i) the UTA presents a written statement of the purported billing discrepancies to InComm in reasonable detail on or before the sixtieth (60<sup>th</sup>) day after the Reconciliation Date, and (ii) the UTA negotiates in good faith with InComm for the purpose of resolving such dispute. In the event such dispute is mutually agreed upon and resolved in favor of the UTA, the UTA will receive a credit for the disputed charges. Neither Party shall be obligated to consider any notice of any billing discrepancies which are received by such Party more than sixty (60) days after the Reconciliation Date.

6.4 Cost and Fee Review. No less than two hundred (200) days prior to end of the Initial Term under this Agreement, InComm shall provide the UTA reasonable access to its books and records related to the Program, and the Parties shall mutually agree on pricing for the Program during the Renewal Term. Any increase in pricing mutually agreed on for the Program for the Renewal Term shall not exceed 10% of the pricing agreed upon in the applicable SOW for the immediately prior Term.

7. Data Warehouse. InComm shall provide information to the UTA data warehouse at the end of each Business Day. Such information may include accounts, account status changes and transaction information, as mutually agreed by InComm and UTA from time to time. Information provided under this Section 7 shall be provided by electronic secure file transfer or in another form mutually agreeable to the Parties. These daily reports shall include the twenty-four (24) hour period from 12:00 AM to 11:59 PM Eastern Time for each Business Day. Nothing contained herein shall obligate InComm to provide any information to UTA in violation of Applicable Law.

8. Customer Service. The UTA shall provide customer service related to the Program for all Cardholders. InComm shall provide to the UTA a customer services desktop application, which shall provide certain functions as mutually agreed in writing by the Parties from time to time.

8.1 Website. InComm shall develop and maintain, at its sole cost and expense, a website for UTA customers to access (the "*Customer Website*"). The Customer Website shall (i) provide functions for the Cardholders as set forth in the applicable SOWs; (ii) meet any applicable requirements and compliance rules set forth in the BRD; (iii) comply with Applicable Law; and (iv) contain graphics and other visual media as mutually agreed by InComm and UTA from time to time. InComm shall host and maintain, at its sole cost and expense, the Customer Website on its servers.

8.2 Customer Service Applications. InComm shall develop and maintain, at its sole cost and expense, certain web-based customer service applications, as described in the BRD (collectively, the "*Customer Service Applications*"), which will be used by the UTA to provide customer service to its customers. Each Customer Service Application shall (i) meet any applicable requirements and compliance rules set forth in any applicable SOW or BRD; and (ii) comply with Applicable Law, provided the UTA utilizes such Customer Service Application in accordance with all instructions provided by InComm and in a manner approved by InComm.

9. **Responsibility of the UTA to Promote the Program.** The UTA, at its own expense, shall use commercially reasonable efforts to promote the Program. To the extent that the UTA desires to place marketing materials at any InComm Approved Retailer, InComm shall use commercially reasonable efforts to facilitate the placement of such marketing materials at such InComm Approved Retailer's Participating Locations.

10. **Books and Records.**

10.1 **Books and Records.** Each Party shall maintain complete and accurate books of account and records, in accordance with generally accepted accounting principles in the United States, of all financial transactions arising in connection with its obligations pursuant to this Agreement for a period of not less than that legally required for such records from the date last recorded or created, but in no event less than three (3) years following the end of the Term. In addition to and notwithstanding the foregoing, to the extent any Party has sole possession or control of any records required to be maintained by the other Party pursuant to Applicable Law, the Party with possession or control shall maintain, or cause to be maintained, as applicable, such records in such form and for such time periods as required by Applicable Law, and shall make such records available to the other Party upon request. The Parties further agree to work together in good faith to reconcile any accounting discrepancies. In addition, no more than once during each fiscal quarter, each Party may, at its own expense, and upon reasonable prior notice, have an internal or a third party auditor, at the requesting Party's expense, inspect the books and records of the other Party relating to services performed herein by that Party, and during the Term, each Party shall furnish to the third party auditor of the other Party all such information concerning transactions and services provided by it pursuant to this Agreement as such other Party may reasonably request.

10.2 **Access.** Each Party shall at all times have reasonable access to all Program information and documents necessary to comply with Applicable Law which may be in the control or possession of the other Party, including, but not limited to, information and documents concerning Program revenues or transactions and agreements affecting the management and administration of the Program. Each Party shall exercise commercially reasonable efforts to cause any third party, to which it has provided or which at its request is holding Program information or related documents, to provide the other Party hereto with reasonable access to any information and documents that such Party may need to comply with Applicable Law which may be in the control or possession of a third party.

10.3 **GRAMA.** The Parties recognize that UTA, as a political subdivision of the State of Utah, is subject to the provisions of the Government Records Access and Management Act, ("GRAMA") (Utah Code Ann. §§63G-2-101 *et seq.*), which defines the records of UTA which are subject to disclosure to a requestor of such records. Any documents InComm submits to UTA that it believes includes "trade secrets" or are otherwise "confidential," InComm must follow the procedure set forth in Section 63G-2-309 of GRAMA by completing the form attached hereto as Exhibit A. Additionally, for ease of evaluation, UTA requests that InComm also follow the steps identified below:

- (a) Clearly mark all confidential information as such; and



(b) Include a statement with the document justifying InComm's determination that certain records are trade secret/confidential information for each record so defined on the form appearing at Exhibit A.

UTA shall not be held liable for any damages or economic harm to InComm resulting from the disclosure of any records, provided such disclosure is in compliance with the provisions of GRAMA. All records prepared pursuant to this Agreement will become public information after such documents are finalized, unless such records are identified as trade secret or confidential information as specified in this Section 10.3.

## 11. Compliance.

11.1 Generally. Each Party shall comply with Applicable Law in the performance of their respective obligations hereunder. InComm shall use commercially reasonable efforts to cause each Approved InComm Retailer to comply with Applicable Law in the performance of its obligations related to the Program. In the event that any Regulatory Authority requests or demands that InComm, any Approved InComm Retailer or any Participating Location cease or suspend any activities in connection with the Cards, InComm and each Approved InComm Retailer shall have the right to immediately stop all such activities in such jurisdiction without liability hereunder.

11.2 Closed-Loop Cards and Related Packaging. The UTA shall be responsible for designing the Cards and any related packaging; provided that InComm and the UTA shall cooperate in good faith to ensure that the Cards and any related packaging comply with Applicable Law. The Cards and any related packaging shall bear any disclosures required by Applicable Law. InComm shall make recommendations to the UTA as to what, if any, relevant disclosures are required by Applicable Law on a Card or any related packaging.

11.3 Regulatory Examinations. Each Party shall: (a) submit to any reasonable examination which may be required by any Regulatory Authority with audit and examination authority over the other Party (such Party, the "*Examined Party*"); (b) provide to the Examined Party any information that may be required by any Regulatory Authority or Brand System in connection with their audit or review of the Examined Party or the subject matter hereof and reasonably cooperate with such Regulatory Authority or Brand System in connection with such any audit or review; and (c) provide such other information as the Examined Party or any Regulatory Authority may from time to time reasonably request with respect to the financial condition of such Party. As between the Parties, the Examined Party shall be responsible for all costs and expenses which the other Party may incur in complying with the foregoing.

## 12. Cardholder Data.

12.1 Security of Cardholder Data. Each Party acknowledges and agrees that it shall bear the sole responsibility for protecting the privacy of Cardholder Data in its possession in accordance with Applicable Law, including, without limitation, the GLBA and related privacy laws and regulations. Prior to implementation of the BICC SOW and at all times during the Term thereafter, each Party shall (i) comply with the Payment Card Industry Data Security Standard ("*PCI DSS*") in the performance of its obligations hereunder and (ii) promptly provide

notice to the Party in the event that any third party audit concludes that such Party is not acting in compliance with the PCI DSS in the performance of its obligations hereunder.

12.2 Ownership and Limitation on Use of Data. The Parties agree that UTA shall own all Cardholder Data and Redemption Data; however, InComm shall be the primary repository of Cardholder Data and Redemption Data. Notwithstanding the foregoing, InComm shall be permitted to maintain a copy of any Cardholder Data or Redemption Data.

12.3 Security Breaches. Subject to any obligations placed upon the UTA or InComm by a law enforcement agency, each Party agrees to fully disclose to the other Party any actual breach in security which results in unauthorized intrusions into such Party's computer and other information systems that materially affects the other Party or the Cardholders or otherwise involves the unauthorized disclosure, access to, acquisition of, or other loss or use of Cardholder Data. As soon as any Party becomes aware that it has such a security breach it shall notify the other Party in writing and provide: (i) a description of the breach or loss, including the data that occurred; (ii) the number of individuals or accounts affected; (iii) the information accessed, acquired, lost, or misused; (iv) whether the breach or loss was computerized in nature or a paper loss; (v) whether such information was encrypted or unencrypted; (vi) whether encryption keys or passwords may have been compromised; and (vii) a description of the steps taken to investigate the incident, secure systems or recover lost information, and prevent the recurrence of further security breaches or losses of the same type. In addition, in the event of an actual breach in security of the UTA's or InComm's computer or other information systems, each Party agrees to (i) permit a mutually agreed upon independent qualified third party auditor to perform an investigation (including the installation of monitoring or diagnostic software or equipment) to locate the source and scope of the breach and provide the other Party with any material information related to such Party that such independent auditor discovers with respect to the breach, and (ii) be responsible for all costs, expenses, fines, fees, penalties and other liability directly or indirectly arising out of or related to any such actual breach which the other Party may incur or otherwise be responsible for.

12.4 Access. Each Party agrees that it will allow only authorized personnel to access the systems utilized by such Party to fulfill any of its obligations under this Agreement and will require personal identification for all Cardholder Data, Transaction Data and Redemption Data that it enters or processes. Each Party further agrees to establish and comply with all security procedures and systems needed to protect all Cardholder Data as may be required by Applicable Law.

13. Insurance. InComm shall obtain and maintain at all times during the Term, at its sole cost and expense, insurance coverage of the type and in the amounts set forth in Exhibit B. 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.

14. Fraud Recovery. InComm shall be liable for any fraud losses (i) resulting from (a) the negligence, fraud or willful misconduct of its employees, authorized agents, authorized contractors, authorized representatives, or any Approved InComm Retailer; (b) InComm's sale of Cards on the Customer Website; or (c) an inaccurate data transmission initiated by InComm;

except to the extent related to an inaccurate transmission of either Transaction Data or Redemption Data initiated by the UTA or its subcontractors; or (ii) that would have been avoided if card verification value or dynamic card verification code had been employed by InComm on the Cards. Notwithstanding the foregoing, InComm shall not be liable for any fraud losses related to (x) the UTA's breach of this Agreement; or (y) the negligence, fraud or willful misconduct of the UTA or its employees, authorized agents, authorized contractors, authorized representatives. The UTA shall be responsible for all other fraud losses.

## 15. Intellectual Property.

15.1 UTA Technologies and Marks. The UTA hereby grants to InComm during the Term a non-exclusive, royalty-free, non-assignable license to use (but not the right to sublicense) the UTA Technologies and UTA's Marks (and the copyrights that exist in such Marks, if any) in the United States provided that (i) the use of the UTA Technologies and UTA's Marks is solely in connection with the Program and (ii) such use is necessary for InComm to perform its obligations hereunder. The UTA's Marks shall be used only in the forms and format expressly approved in advance by UTA, which approval shall not be unreasonably withheld, condition or delayed. Title to and ownership of the UTA's Marks and the UTA Technologies shall remain with the UTA and all use of the UTA's Marks shall inure to the sole benefit of the UTA. Other than expressly provided herein with respect to the UTA's Marks or UTA Technologies, InComm shall not obtain any right, title or other interest in the UTA's Marks or UTA Technologies by virtue of this Agreement. Upon termination of this Agreement, all license rights conveyed by the UTA to InComm shall cease, and all such rights shall revert to the UTA. The UTA shall ensure that the UTA Technologies are free from material defects in design, material and workmanship under normal use and operating conditions during the Term of this Agreement.

15.2 InComm Technologies and InComm's Marks. Solely in connection with and in furtherance of its obligations under this Agreement, InComm hereby grants to the UTA during the Term a non-exclusive, royalty-free, non-assignable license to use (but not the right to sublicense) the InComm Technologies and InComm's Marks (and the copyrights that exist in such Marks, if any) in the United States provided that (i) the use of the InComm Technologies and InComm's Marks is solely in connection with the Program and (ii) such use is necessary for UTA to perform its obligations hereunder. InComm's Marks shall be used only in the forms and format expressly approved in advance by InComm, which approval shall not be unreasonably withheld, condition or delayed. Title to and ownership of InComm's Marks and the InComm Technologies shall remain with InComm and/or one of its Affiliates and all use of InComm's Marks shall inure to the sole benefit of InComm and/or one of its Affiliates. Other than expressly provided herein, UTA shall not obtain any right, title or other interest in InComm's Marks or the InComm Technologies by virtue of this Agreement. Upon termination of this Agreement, all license rights conveyed by InComm to the UTA shall cease, and all such rights shall revert to InComm and/or one of its Affiliates. InComm shall ensure that the InComm Technologies are free from material defects in design, material and workmanship under normal use and operating conditions during the Term of this Agreement.

15.3 Improvements. Any improvement(s), modifications, or upgrades to the UTA Technologies or UTA's Marks made or discovered during the Term shall belong exclusively to

UTA or one of its Affiliates. Any improvement(s), modifications, or upgrades to the InComm Technologies or InComm's Marks made or discovered during the Term shall belong exclusively to InComm or one of its Affiliates. To the extent that any Party contributes, in whole or in part, to any improvement(s) to the other Party's Technologies or Marks such Party hereby assigns to the other Party all right, title and interest in and to such improvement(s). Further, such Party agrees that (a) it will not seek, and that it will require its employees, agents and representatives (including third party contractors) not to seek patent, copyright, trademark, registered design, or other protection for any rights in and to the improvement(s), and (b) it will do and will require its employees, agents and representatives (including third party contractors) to do, at the other Party's expense, all things necessary and advisable and execute all documents as the other Party may reasonably require to vest in the other Party or its nominees any protection for the improvement(s) that the other Party deems appropriate.

16. **Relationship Managers; Contracting Officer.** InComm and the UTA shall each designate one employee (with sufficient authority to facilitate decision-making on behalf of InComm and the UTA, respectively, and with sufficient knowledge and experience to effectively and efficiently manage the relationship contemplated hereby) who shall be charged with day-to-day administrative responsibility for the Program (each, a "*Relationship Manager*") during the Term, and who shall make available a sufficient amount of his or her working time, attention, skill, and efforts necessary to further the interests of the Program. The current Relationship Manager for the UTA is David Snyder. The current Relationship Manager for InComm is Michael Herold. Either Party may replace its Relationship Manager at any time upon notice to the other Party, so long as the replacement Relationship Manager meets the foregoing qualifications. Further, the UTA shall each designate one employee to serve as the Contracting Officer for this Agreement. The current Contracting Officer for this Agreement is Troy Hamilton. The UTA shall notify InComm of any new Contracting Officer within three (3) Business Days of such change.

17. **Representations, Warranties and Covenants.**

17.1 **UTA Representations, Warranties, and Covenants.** The UTA hereby represents, warrants, and covenants to InComm that:

(a) it is a political subdivision and public transit district chartered pursuant to Section 17B-2a-801, Utah Code Annotated 1953, as amended, relating to public transit districts;

(b) it has and shall maintain all necessary licenses, permits, approvals, and registrations from all Regulatory Authorities which are required to perform its obligations hereunder;

(c) the execution and delivery of this Agreement by the UTA and the performance of its obligations hereunder require no consent, approval, order or authorization of, or registration, declaration or filing with, or other action by, any governmental agency or authority, except for such consents, approvals, orders, authorizations, registrations, declarations or filings which the UTA has made or obtained;

(d) the terms of this Agreement and the performance of its obligations hereunder do not and will not violate the terms of any other agreement to which it is a party;

(e) it is the sole owner of or a licensee with rights to sublicense its Marks, and its Marks do not infringe on the intellectual property rights of any person or entity;

(f) the UTA Technologies do not infringe on any United States or other jurisdiction's patent rights, copyrights, trademarks, trade dress, service marks, trade secret rights, or other proprietary rights of any third party;

(g) the UTA Technologies are proprietary to the UTA or are in the public domain or are used by the UTA under a license, and UTA has the right to sublicense any UTA Technologies which it has granted InComm a license to use;

(h) all UTA Technologies shall comply with Applicable Law; and

(i) as of the Effective Date of this Agreement, there are no pending or, to the knowledge of the UTA, threatened, Claims or litigation against the UTA that would adversely impact the UTA's ability to perform its obligations under this Agreement, including, but not limited to, any Claims or litigation contesting the UTA's ownership or right to use any of the UTA Technologies or its patents, copyrights, trademarks, service marks, or trade secrets in connection with the UTA Technologies.

17.2. InComm Representations, Warranties, and Covenants. InComm hereby represents, warrants, and covenants to the UTA that:

(a) it is duly incorporated and validly existing and in good standing under the laws of the State of Florida;

(b) it is duly qualified and is properly licensed to do business, and is in good standing (i) in each jurisdiction in which the conduct of its business requires it to so qualify or be licensed, and (ii) with each Regulatory Authority having jurisdiction over it;

(c) the Products and Services to be delivered by InComm under this Agreement are compatible with the UTA Equipment and Systems and UTA Technologies existing as of the date hereof;

(d) InComm shall not enter into an agreement with any third party, Affiliate or Approved InComm Retailer that would require the modification of, replacement of or addition to any UTA Equipment and Systems or UTA Technologies, unless InComm

reimburses UTA for any and all costs and expenses incurred by UTA or its contractors for doing so or UTA otherwise agrees to bear the expenses associated with doing so;

(e) it has and shall maintain all necessary licenses, permits, approvals, and registrations from all Regulatory Authorities which are required to perform its obligations hereunder;

(f) the execution and delivery of this Agreement by InComm and the performance of its obligations hereunder require no consent, approval, order or authorization of, or registration, declaration or filing with, or other action by, any governmental agency or authority, except for such consents, approvals, orders, authorizations, registrations, declarations or filings which InComm has made or obtained;

(g) the terms of this Agreement and the performance of its obligations hereunder do not and will not violate the terms of any other agreement to which it is a party;

(h) it is the sole owner of or a licensee with rights to sublicense its Marks, and its Marks do not infringe on the intellectual property rights of any person or entity;

(i) the InComm Technologies do not infringe on any United States or other jurisdiction's patent rights, copyrights, trademarks, trade dress, service marks, trade secret rights, or other proprietary rights of any third party;

(j) the InComm Technologies are proprietary to InComm or are in the public domain or are used by InComm under a license and InComm has the right to sublicense such InComm Technologies;

(k) all InComm Technologies shall comply with Applicable Law; and

(l) as of the Effective Date of this Agreement, there are no pending or, to the knowledge of InComm, threatened, Claims or litigation against InComm that would adversely impact InComm's ability to perform its obligations under this Agreement, including, but not limited to, any Claims or litigation contesting InComm's ownership or right to use any of the InComm Technologies or its patents, copyrights, trademarks, service marks, or trade secrets in connection with the InComm Technologies.

## 18. Term and Termination.

18.1 Term and Termination. The term of this Agreement shall begin on the Effective Date and continue for a period of two (2) years from the Program Commencement Date, unless otherwise terminated as provided herein (the "*Initial Term*"). This Agreement shall automatically renew for two additional periods of two (2) years (each, a "*Renewal Term*") (the Initial Term, collectively with all Renewal Terms, the "*Term*"), unless either the UTA or InComm provides the other Party with written notice of its intention to not renew this Agreement not less than one hundred eighty (180) days prior to the expiration of the Initial Term or Renewal Term then in effect.

18.2 Termination of Agreement For Cause. In addition to any termination rights provided elsewhere in this Agreement, each Party shall have the right to terminate this Agreement upon occurrence of one or more of the following events:

(a) Failure by the other Party to observe or perform, in any material respect, that Party's obligations to the other Party hereunder, so long as the failure is not due to the actions or failure to act of the terminating Party, but only if the failure continues for a period of: (i) thirty (30) Business Days after the non-performing Party receives written notice from the terminating Party specifying the failure in the case of a failure not involving the payment of money, or (ii) ten (10) Business Days after the non-performing Party receives written notice from the terminating Party specifying the failure in the case of a failure to pay any amount then due hereunder;

(b) In the event any representation, warranty statement or certificate furnished to it by the other Party in connection with or arising out of this Agreement is materially adverse to the terminating Party and intentionally untrue as of the date made or delivered;

(c) The other Party: (i) voluntarily commences any proceeding or files a petition seeking relief under Title 11 of the United States Code or any other federal, state or foreign bankruptcy, insolvency, liquidation or similar law; (ii) applies for or consents to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such Party or for a substantial part of its property or assets, (iii) makes a general assignment for the benefit of creditors, or (iv) takes corporate action for the purpose of effecting any of the foregoing;

(d) The commencement of an involuntary proceeding or the filing of an involuntary proceeding or the filing of an involuntary petition in a court or competent jurisdiction seeking: (i) relief in respect for the other Party, or of a substantial part of its property or assets under Title 11 of the United States Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar office for the other Party for a substantial part of its property or assets, or (iii) the winding up or liquidation, of the other Party, if such proceeding or petition shall continue un-dismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall continue unstayed and in effect for sixty (60) days;

(e) Upon any change to or enactment of any Applicable Law, or published change in the interpretation thereof by any Regulatory Authority, which would have a material adverse effect upon: (i) the Program; (ii) such Party's ability to perform its obligations hereunder; or (iii) such Party's expected risks or benefits under this Agreement; provided that the Parties, after good faith discussions, cannot find a mutually agreeable solution within a reasonable amount of time;

(f) Violation of Applicable Law relating to the performance of this Agreement rendering any of the Parties unable to substantially perform this Agreement, provided that the Parties cannot find a legally workable solution to avoid violating Applicable Law within a reasonable amount of time; or

(g) Upon direction from any Regulatory Authority for any Party to cease or materially limit the performance of such Party's obligations under this Agreement.

18.3 Additional Termination Right of InComm. Without limiting the termination right set forth in Section 18.2(e), InComm shall have the right to terminate this Agreement immediately upon written notice to UTA in the event that (i) InComm or any InComm Retailer is deemed, or (ii) InComm reasonably determines that InComm or any InComm Retailer may be deemed, a "seller of prepaid access" or "provider of prepaid access" (as each term is defined under 31 CFR 1010.100(ff) or any successor provision) as a result of their respective activities related to any Card.

18.4 Additional Termination Right of the UTA. The UTA shall have the right to terminate this Agreement, without cause, at any time by giving written notice to InComm. If the contract is terminated without cause pursuant to this Section 18.4, the UTA shall promptly pay to InComm (i) the cost of any Cards which remain unsold as of the termination date or the end of the Deconversion and Transition Period, if applicable, not to exceed a one year supply of inventory; (ii) all sums actually due and owing for any open work orders performed up to the day written notice of termination is given; (iii) the cost of any equipment purchased or leased by InComm for the production of the Reduced Fare Cards; and (iv) if such termination is prior to the fourth anniversary of the Program Commencement Date, the Development Fee.

18.5 Rights and Obligations upon Termination. The Parties' rights to terminate this Agreement shall be in addition to, and not in lieu of, any other remedies they may have by virtue of (a) a breach or default with respect to this Agreement or (b) any other event which permits a termination. Furthermore, the termination or expiration of this Agreement shall not relieve the Parties of any obligations due at or before the time of such termination or expiration or prejudice any claim of either Party.

(a) Upon termination of this Agreement for any reason, the Parties shall enter a deconversion and transition period (collectively, the "*Deconversion and Transition Period*"). The Deconversion and Transition Period shall last for a period determined by the UTA and in no event to exceed six (6) months counted as from the date of termination, under the then prevailing terms and conditions of this Agreement. During such period, the Parties shall responsibly and in good faith seek to effect a transition of the Program to an alternate program manager designated by the UTA. During the Deconversion and Transition Period, InComm shall provide UTA and/or UTA's authorized agent, as UTA directs, Cardholder Data in a readily accessible format that will allow UTA to fulfill its obligations under this Agreement. Moreover, during or at the conclusion of the Deconversion and Transition Period, InComm shall provide UTA and/or UTA authorized agent, as UTA directs, all Cardholder Data in a readily accessible format. In the event UTA exercises its right to provide notice of non-renewal under Section 18.1 for any Renewal Term or otherwise terminates this Agreement without cause as set forth in Section 18.4, during the Deconversion and Transition Period, InComm shall periodically bill the UTA, and the UTA shall promptly reimburse InComm, for any and all costs incurred by InComm during the Deconversion and Transition Period related to the transfer of Cardholder Data or otherwise. During the Deconversion and Transition Period, this Agreement will remain in full force and effect in accordance with its terms



(b) Upon termination of the Deconversion and Transition Period, each Party shall promptly destroy or return to the disclosing Party in a safe and secure manner as reasonably requested, at its own expense, all Confidential Information of the disclosing Party in its possession. No Party will be obligated to erase Confidential Information contained in an archived computer system backup made in accordance with such Party's security and/or disaster recovery procedures, provided that such archived copy will (i) eventually be erased or destroyed in the ordinary course of such Party's data processing procedures and (ii) will remain fully subject to the obligations of confidentiality stated herein.

(c) All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect notwithstanding the expiration or termination of this Agreement or the Deconversion and Transition Period.

## 19. Indemnification.

19.1 UTA Indemnification. The UTA agrees to indemnify, defend and hold harmless InComm and its respective Affiliates, sureties, officers, directors, agents, employees, parents and subsidiaries, from and against any and all liability, damages, costs, and expenses, including reasonable legal fees and expenses, for any third party claim or demand, including, without limitation, any fees or penalties assessed by any Regulatory Authority ("*Claim*"), arising out of or related to:

(a) UTA's breach of any representation, warranty, covenant or obligation under this Agreement;

(b) gross negligence, fraud or willful misconduct on the part of the UTA, its officers, directors, employees, representatives or service providers, and their respective officers, directors and employees;

(c) obligations owed to any third party by the UTA or any third party retained by it, unless UTA's failure to fulfill the obligations result from the failure of InComm to fulfill an obligation to UTA set forth in this Agreement;

(d) any activities, acts or omissions of any third party to whom Cardholder Data is transferred or made available to a third party by the UTA or by InComm at the UTA's written request;

(e) any actual or alleged infringement or misappropriation of any intellectual property rights of any third party by the UTA;

(f) any failure of the UTA to comply with the terms and conditions applicable to a Card, including, without limitation, any failure to make any funds associated with a Card, or loaded onto a Card, available as specified in such terms and conditions; or

(g) any failure of the UTA to comply with Applicable Law with respect to any Card, Cardholder or Cardholder Funds.

The defense obligation of the UTA attaches if the Claim alleges any of the foregoing violations, breaches, acts or omissions.

19.2 InComm Indemnification. InComm agrees to indemnify, defend and hold harmless the UTA, its Affiliates, sureties, officers, directors, trustees, contractors, agents, employees, parents and subsidiaries, from and against any and all Claims arising out of or related to:

(a) InComm's breach of any representation, warranty, covenant or obligation under this Agreement;

(b) gross negligence, fraud or willful misconduct on the part of InComm or its officers, directors, employees, representatives or service providers, and their respective officers, directors and employees;

(c) obligations owed to any third party by InComm or any third party retained by it, unless InComm's failure to fulfill the obligations result from the failure of the UTA to fulfill an obligation to InComm set forth in this Agreement;

(d) any activities, acts or omissions of any third party to whom Cardholder Data is transferred or made available to a third party by InComm, unless such Cardholder Data was transferred or made available to such third party by InComm at the UTA's written request; or

(e) any actual or alleged infringement or misappropriation of any intellectual property rights of any third party by InComm; or

(g) any failure of InComm to comply with Applicable Law with respect to any Card, Cardholder or Cardholder Funds.

The defense obligation of InComm attaches if the Claim alleges any of the foregoing violations, breaches, acts or omissions.

19.3 Indemnification Procedures. If any Claim is asserted against any Party or Parties (individually or collectively, the "*Indemnified Party*") by any person who is not a Party to this Agreement in respect of which the Indemnified Party may be entitled to indemnification under the provisions of Sections 19.1 or 19.2 above, written notice of such Claim shall promptly be given to any Party or Parties (individually or collectively, the "*Indemnifying Party*") from whom indemnification may be sought. The Indemnifying Party shall have the right, by notifying the Indemnified Party within ten (10) Business Days of its receipt of the notice of the Claim, to assume the entire control (subject to the right of the Indemnified Party to participate at the Indemnified Party's expense and with counsel of the Indemnified Party's choice) of the defense, compromise or settlement of the matter, including, at the Indemnifying Party's expense, employment of counsel of the Indemnifying Party's choice. The Indemnified Party must provide reasonable cooperation in the defense and the failure to do so will be deemed waiver by the Indemnified Party of any and all right to indemnification by the Indemnifying Party. The Indemnifying Party shall not compromise or settle a Claim against the Indemnified Party without

the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed; provided that the Indemnifying Party may, however, effect a compromise or settlement of an action without the Indemnified Party's consent if the following conditions are met: (i) there is no admission of guilt or liability by the Indemnified Party; (ii) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party; (iii) the compromise or settlement entered into between the parties to the matter shall expressly provide that the compromise or settlement entered into between the parties, and all discussions between and among the parties to the matter surrounding the compromise or settlement, shall be kept confidential; (iv) such compromise or settlement also shall stipulate that no press releases or other public statements may be made concerning such compromise or settlement without the prior written consent of the Indemnified Party; and (v) the Indemnified Party is made aware of the proposed compromise or settlement as reasonably early as practicable, and the proposed compromise or settlement includes the claimant's or the plaintiff's unconditional release of the Indemnified Party from all liability in respect of the claim.

19.4 Survival. The Indemnification Obligations set forth in this Section 19 shall survive the termination or expiration of this Agreement for a period of one (1) year.

20. Limitation of Liability. NO PARTY, OR THEIR RESPECTIVE SUBSIDIARIES, PARENTS OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT OR THEIR RESPECTIVE SUBSIDIARIES, PARENTS OR AFFILIATES, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); ARISING FROM OR RELATING TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS CONTAINED IN THIS SECTION 20 SHALL NOT APPLY TO ANY CLAIM THAT (A) IS SUBJECT TO INDEMNIFICATION UNDER SECTION 19, (B) ARISES OUT OF A BREACH OF SECTION 2.6(A), BUT ONLY FOR ANY PRODUCT THAT IS SUBJECT TO AN EXECUTED SOW, SECTION 12, SECTION 15 OR SECTION 22, OR (C) WITH RESPECT TO ANY PARTY, ARISES OUT OF SUCH PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

21. Disclaimers. ALL SERVICES PROVIDED BY THE PARTIES HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NO PARTY, NOR THEIR RESPECTIVE AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

22. Confidential Information.

22.1 Definition. Each Party acknowledges that it may receive Confidential Information of the other Party in connection with this Agreement or the Program. For purposes of this Agreement, "**Confidential Information**" includes any Cardholder Data, financial data and budgetary or proprietary business information, income or sales data or projections, business operations, policies, procedures and techniques, advertising summary or tracking reports or other reports generated in accordance with this Agreement, schematics, ideas, techniques, know how, concepts, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements, patents, copyrights, trade secrets or other intellectual property of any kind or nature, plans for future development and new product concepts, contemplated products, research, development, strategies, and any information which, from the relevant circumstances, should reasonably be assumed to be confidential and proprietary. The term "Confidential Information" shall not include information which, prior to delivery, was already in the recipient Party's possession; is or becomes generally available to the public through lawful means, other than as the result of a disclosure by the recipient Party or its representatives; becomes available to a recipient Party without confidential or proprietary restriction by a third party who rightfully possesses the information without confidential or proprietary restrictions; or the recipient Party can demonstrate that it was independently developed by such recipient Party.

22.2 Use. Except as otherwise specifically provided in this Agreement, each Party covenants and agrees that it will not, publish, communicate, divulge, or disclose to any person, firm, or corporation any Confidential Information of the other Party, except as necessary in the performance of the terms of this Agreement. Each Party covenants and agrees that it will not use any Confidential Information of the other Party except as necessary to fulfill its obligations or exercise its rights under this Agreement, and only for such purposes and only for the time that it is necessary to do so, except to the extent it is otherwise permitted under this Agreement. Each Party will take commercially reasonable security precautions, at least as great as the precautions it takes to protect its own trade secrets and as may be required by Applicable Law, with respect to the Confidential Information of the other Party which it receives and will disclose such Confidential Information only on a need to know basis and only to its subsidiary, agent or subcontractor who is obligated to treat such Confidential Information in a manner consistent with all the obligations of this Agreement. Liability for damages due to disclosure of the Confidential Information by any such third party shall be with the Party that disclosed the Confidential Information to the third party.

22.3 Required Disclosures. In the event that the recipient of Confidential Information is requested or becomes legally compelled to disclose any Confidential Information of the other Party, it is agreed that such recipient Party will provide the disclosing Party with prompt written notice of such request(s), unless such notice is prohibited by law, to enable the disclosing Party, at its sole cost and expense, to seek a protective order to protect and preserve the confidential nature of the Confidential Information. In such event, each Party agrees that it will furnish only that portion of the Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information and other information which is being disclosed. Each Party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other Party.

22.4 Return or Destruction. As requested by the furnishing Party during the Term, upon expiration or any termination of this Agreement, or completion of the obligations of the receiving Party, as applicable, the receiving Party shall (a) return or destroy, as the furnishing Party may direct, and in the manner reasonable directed by the furnishing Party, all material in any medium that contains, refers to, or relates to the furnishing Party's Confidential Information, and (b) retain no copies except one (1) copy solely for compliance with record retention requirements under Applicable Law; provided, however, that no Party will be obligated to erase Confidential Information contained in an archived computer system backup made in accordance with such Party's security and/or disaster recovery procedures, provided that such archived copy will (a) eventually be erased or destroyed in the ordinary course of such Party's data processing procedures and (b) will remain fully subject to the obligations of confidentiality stated herein.

22.5 Misuse. In the event of any actual or suspected misuse, disclosure or loss of, or inability to account for, any Confidential Information of the furnishing Party, the receiving Party promptly shall: (a) promptly (and in any event within three (3) Business Days) notify the furnishing Party upon becoming aware thereof; (b) furnish to the other Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information; (c) take such actions as may be necessary or reasonably requested by the furnishing Party to minimize the violation; and (d) cooperate in all reasonable respects with the furnishing Party to minimize the violation and any damage resulting therefrom.

22.6 Ownership of Confidential Information. As between the Parties, each Party's Confidential Information shall remain the property of that Party. For the avoidance of doubt, UTA shall own all Cardholder Data. Nothing contained in this Agreement shall be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to the Confidential Information of the other Party, and any such obligation or grant shall only be as provided by other provisions of this Agreement.

22.7 Press Releases and Inquiries. All media releases, public announcements and public disclosures by a Party relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material (but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing Party) shall be coordinated with and approved by the other Party prior to release. If a Party determines that disclosure is required to meet legal or regulatory requirements it shall promptly inform the other Party and coordinate such disclosure with the other Party. The disclosing Party shall limit disclosure to that which is necessary and shall give due consideration to comments the other Party and its counsel may provide regarding the nature of the disclosure.

22.8 Conflicts. To the extent that any provision in this Agreement conflicts with a provision of any other agreement between the Parties, the language most protective of Confidential Information shall take precedence as to the subject matter hereof.

23. **Assignment.** No Party may transfer or assign this Agreement or its obligations hereunder, in whole or in part, except to an Affiliate of such Party, and no attempted assignment shall be effective, without the prior written consent of the other Party. Any purported assignment in violation of this Section 23 shall be void and of no effect. Notwithstanding the foregoing, in the event InComm is acquired by, merged into, or sells substantially all of its assets to, any entity, this Agreement shall continue in full force and effect, and such successor entity shall assume the rights and obligations hereunder, upon UTA's written approval.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to that state's conflict of laws principles. Each Party agrees that service of process in any action or proceeding hereunder may be made upon such Party by certified mail, return receipt requested, to the address for notice set forth herein, as the same may be modified in accordance with the terms hereof. The UTA hereby irrevocably agrees that, to the extent that the UTA has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings to enforce any obligation of the UTA related to or arising from this Agreement, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal and immunity from execution of a judgment, the UTA, hereby expressly waives, only to the extent of a claim or legal proceeding in which InComm is the claimant or plaintiff, to the extent permissible under applicable Law, any such immunity, and agrees not to assert any such right or claim in any such proceeding against InComm.

25. **Force Majeure.** No Party shall be liable for any failure or delay on its part to perform, and shall be excused from performing any of its non-monetary obligations hereunder if such failure, delay or non-performance results in whole or in part from any cause beyond the absolute control of the Party, including without limitation, any act of God, act of war, riot, actions of terrorists, earthquake, fire, explosion, natural disaster, flooding, embargo, sabotage, government law, ordinance, rule, regulation, order or actions. Any Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other Party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice thereof to the other Party. This Section 25 shall in no way limit the right of any Party to this Agreement to make any claim against third parties for any damages suffered due to said cause. If any performance under this Agreement is postponed or extended for longer than sixty (60) calendar days any Party may, by written notice to the other Party, terminate this Agreement immediately.

26. **No Third Party Beneficiaries.** No Cardholder nor any other third party, other than an Affiliate of any Party, is a third party beneficiary to this Agreement.

27. **Tax Exemption.** If requested by InComm, the UTA shall furnish a Tax Exemption Certificate and any and all affidavits and documents that may be necessary to establish a tax exemption from payment of Federal, State and local sales and use taxes for purchases related to the Program.

28. **Disputes.** In the event of a dispute in connection with this Agreement, the Relationship Managers will meet to discuss and attempt to resolve the matter. In the event they are unable to

resolve the dispute within thirty (30) calendar days, or ten (10) business days if either Party notifies the other Party that the matter requires urgent resolution, the dispute will be referred to the Steering Committee for dispute resolution. If the Relationship Managers are unable to resolve the dispute within the period set forth above, the dispute will be referred to Phil Graves, or his successor, and Clair Fiet, or his successor (collectively, the "*Steering Committee*"). The Steering Committee will use its good faith efforts to resolve the dispute, or if appropriate to negotiate an amendment to this Agreement, for a period of sixty (60) days, or ten (10) business days if either Party notifies the other Party that the matter requires urgent resolution, prior to resorting litigation or other formal dispute resolution mechanisms.

29. **Independent Contractor.** Each Party agrees that they are independent contractors as to each other in performing their respective obligations hereunder. Nothing in this Agreement or in the working relationship being established and developed hereunder shall be deemed or is intended to be deemed, nor shall it cause, the Parties to be treated as partners, joint venturers, or otherwise as joint associates for profit.

30. **Notices.** All notices to be given hereunder shall be effective only when made in writing and actually delivered (by mail, overnight courier, special courier, telecopier or otherwise) to such Party at its address set forth in Exhibit C. Any Party may change its address for receipt of notice by notice in writing to the other Party.

31. **Further Assurances.** Each Party agrees that it will do and that it will require its employees, agents and representatives (including third party contractors) to do all things and execute all documents as the other Party may reasonably require to effect the general purposes or any specific provision of this Agreement.

32. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto as to the subject matter hereof and supersede all prior discussions, agreements and understandings of any kind, and every nature between them. The Program Manager Agreement and the SOWs shall not be changed, modified or amended except in writing and signed by two representatives of the UTA, a representative from the UTA's Office of the General Counsel and a representative of InComm; provided, however, that the Parties agree to immediately execute such amendments to this Agreement as are deemed necessary by InComm and its counsel to ensure compliance with Applicable Law. For the avoidance of doubt, the BRD may be changed, modified or amended by a writing signed by a representative of the UTA and a representative of InComm.

33. **Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement including, without limitation, Sections 10, 12, 14, 15, 18.5, 19 (as limited in Section 19.4), 20, 21, 22, 24, 25, 26, and 29-38 shall survive the termination or expiration of this Agreement.

34. **Successors and Third Parties.** Except as limited by Section 23, this Agreement and the rights and obligations hereunder shall bind, and inure to the benefit of the Parties and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties and their successors and permitted assigns, any of the rights hereunder.

35. **Construction.** Captions contained in this Agreement are for convenience only and do not constitute a limitation of the terms hereof. All references to “herein,” “hereunder,” “hereinabove,” or like words shall refer to this Agreement as a whole and not to any particular section, subsection, or clause contained in this Agreement. The terms “include” and “including” are not limiting. Reference to any agreement or other contract includes any permitted modifications, supplements, amendments, and replacements.

36. **Severability; Waiver.** Except as otherwise limited, if any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the Parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement. In the event that this Agreement is determined to be invalid or unenforceable in its entirety, UTA shall be relieved of its obligations in Section 6.1. The failure by either Party to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions set forth in this Agreement.

37. **Headings.** The headings, captions, headers, footers and version numbers contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

38. **Drafting.** Each Party: (a) acknowledges and agrees that they fully participated in the drafting of this Agreement and, in the event that any dispute arises with respect to the interpretation or construction of this Agreement, no presumption shall arise that any one Party drafted this Agreement; and (b) represents and warrants to the other Party that they have thoroughly reviewed this Agreement, understand and agree to undertake all of their obligations hereunder, and have obtained qualified independent legal advice with respect to the foregoing.

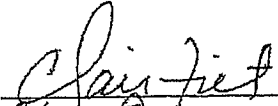
39. **Counterparts.** This Agreement may be executed and then delivered via facsimile transmission, via the sending of PDF or other copies thereof via email and in one or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same Agreement.

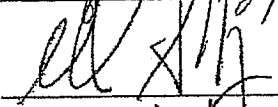
[SIGNATURES ON FOLLOWING PAGE]



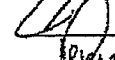
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

**UTAH TRANSIT AUTHORITY**


By:   
Name: Claire Fiet  
Title: Chief Technology Officer

By:   
Name: Michael A. Allegra  
Title: General Manager

*Approval of the Office of the General Counsel*

By:   
Name: Jennifer Rigby  
Title: Senior Counsel

**INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC., a Florida corporation**

By:   
Name: Phil Graves  
Title: Executive Vice President

**EXHIBIT A**

**Utah Government Records Access and Management Act**

**Claim of Confidentiality Statement<sup>1</sup>**

**Entity**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

- ☐ This record contains trade secrets as defined in Utah Code Ann. § 13-24-2;
- ☐ This record contains commercial information or non individual financial information obtained from a person, the disclosure of which could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
- ☐ This record contains commercial information or non individual financial information obtained from a person, in which the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

**Concise Statement Declaring Reasons for Declaring Confidentiality:**

---

---

---

---

---

---

---

**Requested Documents to be Protected:**

---

---

---

---

---

---

---

At such time as UTA receives a GRAMA request seeking this record, UTA, pursuant to the statute listed in footnote 1, will determine that the record claimed to be protected or should be released after balancing interests under Utah Code Ann. §§ 63G-2-201(5)(b) or 63G-2-401(6).

<sup>1</sup>Pursuant to Utah Code Ann. §63G-2-309 et.seq.

## **EXHIBIT B**

### **INSURANCE LIMITS AND COVERAGE**

#### **Professional Liability (Errors and Omissions Liability) for Consultants and Subconsultants. (For Consulting, design, engineering or the like)**

- a. Estimated Projection Project Cost up to \$9,999,999  
Each Claim \$1,000,000  
Annual Aggregate \$2,000,000
- b. Estimated Projection Project Cost from \$10,000,000 to \$19,999,999  
Each Claim \$2,000,000  
Annual Aggregate \$2,000,000
- c. Estimated Projection Project Cost from \$20,000,000 to \$40,000,000  
Each Claim \$3,000,000  
Annual Aggregate \$3,000,000
- d. Estimated Projection Project Cost Over \$40,000,000  
Each Claim \$5,000,000  
Annual Aggregate \$5,000,000

e. In the event that any professional liability insurance required by this Agreement is written on a claims-made basis, InComm warrants that any retroactive date under the policy precedes the effective date of this Agreement; 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 Agreement is completed.

f. Policy shall contain a waiver of subrogation against UTA.

g. Policy shall endorse UTA as an indemnified party.

#### **2. General Liability for Consultants and Sub-consultants. (For work consisting of installation or the like)**

- a. Estimated Projection Project Cost up to \$9,999,999  
Each Claim \$1,000,000  
Annual Aggregate \$2,000,000
- b. Estimated Projection Project Cost from \$10,000,000 to \$19,999,999  
Each Claim \$2,000,000  
Annual Aggregate \$2,000,000
- c. Estimated Projection Project Cost from \$20,000,000 to \$40,000,000  
Each Claim \$3,000,000

Annual Aggregate \$3,000,000

- d. Estimated Projection Project Cost Over \$40,000,000  
Each Claim \$5,000,000  
Annual Aggregate \$5,000,000

e. In the event that any professional liability insurance required by this Agreement is written on a claims-made basis, InComm warrants that any retroactive date under the policy precedes the effective date of this Agreement; 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 Agreement is completed.

f. Policy shall contain a waiver of subrogation against UTA.

g. Policy shall endorse UTA as an indemnified party.

### **3. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

b. InComm's sub-contractors (if any) shall be subject to the same minimum requirements identified in this section.

### **4. Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory  
Employers' Liability

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

a. Policy shall contain a waiver of subrogation against UTA.

b. InComm's sub-contractors shall be subject to the same minimum requirements identified in this section.

**5. Railroad Protective Liability Insurance:** Prior to commencing work in UTA's rail corridor, InComm must obtain "Railroad Protective Liability" insurance on behalf of UTA only as named

insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. For the avoidance of doubt, the Parties acknowledge that, in fulfilling its obligations under the SOWs executed on even date herewith, InComm shall not performing work in UTA's rail corridor.

The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by InComm even if those limits of liability are in excess of those required by this Agreement.

2. InComm's insurance coverage shall be primary insurance and non contributory with respect to all other available sources.

Additional Terms and Conditions.

A. Each insurance policy required by the insurance provisions of this Agreement 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 UTA, except when cancellation is for nonpayment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Utah Transit Authority - Contract Administrator, 669 West 200 South, Salt Lake City, Utah 84101.

B. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect InComm from potential insurer insolvency.

C. InComm shall furnish UTA with certificates of insurance (ACORD form) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

D. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

E. All certificates required by this Agreement shall be sent directly to Utah Transit Authority - Contract Administrator, 669 West 200 South, Salt Lake City, Utah 84101. UTA project/contract number and project description shall be noted on the certificate of insurance. UTA reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

F. All required subcontractors certificates and endorsements are to be received and approved by UTA before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Agreement.

G. Before starting any work, InComm will give UTA a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage required here are in effect and specifying that the liability coverage are written on an occurrence form and that the coverage will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policies of insurance without 60 days advance written notice to UTA.

H. All Certificates of Insurance shall be on ACORD™ forms. No other forms or customized certificates will be accepted. UTA's contract number should be included on all Certificates of Insurance or other related proof of insurance documents sent to UTA. All Certificates of Insurance or proof of insurance documents should be submitted to:

Utah Transit Authority  
ATTN: Troy Hamilton  
669 West 200 South  
Salt Lake City, UT 84101

I. InComm warrants that this Agreement has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/consultant has been instructed to procure for InComm the insurance coverage and endorsements required herein.

J. UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

K. InComm will cause each consultant or subcontractor employed by InComm for this project to purchase and maintain insurance of the types specified herein. When requested by UTA, InComm will furnish copies of certificates of insurance evidencing coverage for each consultant or subcontractor.

**EXHIBIT C**

**ADDRESSES FOR NOTICE PURPOSES**

**Utah Transit Authority:**

Utah Transit Authority  
669 West 200 South  
Salt Lake City, UT 84101  
Attn: David Snyder

**With a copy to:**

Utah Transit Authority  
669 West 200 South  
Salt Lake City, UT 84101  
Attn: Troy Hamilton

**InComm:**

Interactive Communications International, Inc.  
250 Williams Street  
Fifth Floor, Suite 5-2002  
Atlanta, Georgia 30303  
Attn: Brooks Smith, President & CEO

**With a copy to:**

Interactive Communications International, Inc. – Legal Department  
250 Williams Street  
Fifth Floor, Suite 5-2002  
Atlanta, Georgia 30303  
Attn: Legal Department

ATLANTA 5393748.22





**MODIFICATION NUMBER 001  
TO CONTRACT UT 12-03TH**

This Modification Number One ("Modification") to Contract is hereby entered this 29th day of October 2018, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter "UTA") and Interactive Communications International, Inc., a Florida corporation, (hereinafter "Contractor").

**RECITALS**

WHEREAS, on June 28, 2013 UTA entered into a Program Manager Agreement and several related agreements (collectively the "Contract") providing FarePay card services (retail merchant channel management, card production and distribution, web sales, fulfillment and account management, and Back office account services for secure point-of-sale system for processing the sale of such products and services and maintains a prepaid product distribution network comprised of retail locations of various retailers, and

WHEREAS, the Contract has a term which expires June 28, 2019 and does not include any further options for renewals; and

WHEREAS, UTA is in the process of analyzing the fare collection system and development of a go-forward strategy, and does not anticipate a decision for a two to three year period; and

WHEREAS, UTA wishes to continue the FarePay card services until a final decision is made, and the fare collection system is procured; and

WHEREAS, UTA and the Contractor now desire to modify the Contract as set forth herein.

**CONTRACT AGREEMENT**

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in 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:

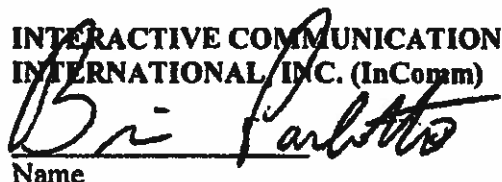
1. **Term:** The Contract will continue for an additional three (3) and one-half (1/2) years from June 28, 2019 until December 31, 2022.
2. **Consideration:** In consideration of extending the Contract for the period of time reflected above, the Contractor has agreed to decrease the load fee and reload fee rates (as indicated in the Separate Statements of work entered into by the Parties pursuant to the Contract) from a nine percent (9%) rate to seven percent (7%), such reduction to be effective March 1, 2019 and to continue until the end of the Contract period, December 31, 2022.

Contract UT-12-03TH  
Program Management

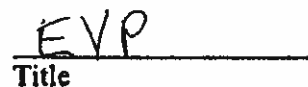
3. Other Terms Remain in Effect: All other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Modification as to the date written above.

**INTERACTIVE COMMUNICATIONS  
INTERNATIONAL INC. (InComm)**



Name



Title

**UTAH TRANSIT AUTHORITY:**



Steve Meyer

Executive Director



David Goeres

Chief, Safety, Security and  
Technology Officer



Daniel Harmuth

IT Director

Approved As to Form



Legal Counsel

## **MODIFICATION NUMBER 002**

### **TO CONTRACT UT 12-03TH**

This Modification Number Two (002) (“Modification”) to Contract UT 12-03TH will become effective on the day of the final UTA signature., by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (hereinafter “UTA”) and Interactive Communications International, Inc., a Florida corporation, (hereinafter “Contractor”).

### **RECITALS**

WHEREAS, on June 28, 2013 UTA entered into a Program Manager Agreement (the “Contract”) providing FAREPAY card services (retail merchant channel management, card production and distribution, web sales, fulfillment and account management, and Back office account services for secure point-of-sale system for processing the sale of such products and services and maintains a prepaid product distribution network comprised of retail locations of various retailers, and

WHEREAS, the Contract has an amended term which expires on December 31, 2022; and

WHEREAS, UTA is in the process of procuring a new electronic fare collection system, and does not anticipate being up and running on the new system for two or three years; and

WHEREAS, UTA wishes to continue the FAREPAY card services until this new fare collection system is procured and implemented; and

WHEREAS, UTA and the Contractor now desire to modify the Contract as set forth herein.

### **CONTRACT MODIFICATION NO. 2**

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in 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. Term: The Contract will be extended for an additional three years from January 1, 2023 until December 31, 2025.
2. Termination: The Contract can be terminated for convenience by UTA at any time after the first 15 months with 90 days written notice at no additional liability to UTA.
3. Consideration: In consideration of increasing costs and a significant decrease in UTA Ridership numbers, UTA agrees to pay the Contractor a support fee of \$20,000.00 per month throughout the remainder of the current contract term tentatively starting July 1, 2022 and ending December 31, 2022.

Furthermore, in consideration of extending the contract for an additional 3 years, UTA agrees to pay the Contractor an ongoing support fee of \$20,000.00 per month throughout the extended contract period described in paragraph one above, commencing on January 1<sup>st</sup>, 2023, and continuing thru December 31, 2025.

4. Other Terms Remain in Effect: All other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Modification as to the date written above.

INTERACTIVE COMMUNICATIONS  
INTERNATIONAL, INC. (InComm):



Brian Parlotto  
Executive Vice President

Date June 7, 2022

UTAH TRANSIT AUTHORITY:

Jay Fox  
Executive Director

Date

Alisha Garrett  
Chief Enterprise Strategy Officer

Date

Kyle Brimley  
IT Director

Date

DocuSigned by:



361F16F838704A9...

Mike Bell  
UTA Legal Counsel

Date 6/8/2022



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Alisha Garrett, Chief Enterprise Strategy Officer  
**PRESENTER(S):** Kyle Brimley, IT Director

**TITLE:**

---

**Change Order: Computer Aided Dispatch (CAD)/Automatic Vehicle Location (AVL) Transit Management Systems (TMS) Modification #2 - Upgrades and Contract Extension (Talrace)**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve a change order and contract extension with Talrace and authorize executive director to execute the change order and associated disbursements in the amount of \$400,000.

---

**BACKGROUND:**

Included in the 2025 Transit Management Systems (TMS) Program is the rewrite of the Computer Aided Dispatch (CAD) / Automatic Vehicle Location (AVL) software for all UTA Vehicles. The original CAD/AVL System was developed over 14 years ago and the technology infrastructure is end-of-life and prevents new functionality from being added. The purpose of the CAD/AVL software is for the TCC (Transit Control Center) and others to track Buses and Rail and to send messages to the vehicle operator via the Mobile Communication Device (MCD) and is used to store and retrieve data. On April 29, 2020 the Board of Trustees approved a sole source contract with Talrace to develop phase two of the needed CAD/AVL software system upgrades.

Thesecond phase was added to the TMS Program that included the creation of Yard and Tail Tracks, which allowed the Trax planners to cut/add cars to consists, redesignating Trax cars, etc. and the re-write of OPUS which is a critical application Trax controllers use to see where trains should be and if they are running on schedule. The third phase of this project was to make changes to the Yard and Tail Track application to improve accuracy and make the application easier for the user. The third phase change order was approved by the board on April 28, 2021 as Modification #1.

---

**DISCUSSION:**

The current contract modification (#2) will allow the third-party Developers at Talrace to continue with additional work and features that were not included in the original scope of work and extends the contract effective date to June 31, 2024. A major focus of this effort will be to shift these applications to cloud services for core UTA Real Time Systems. This expansion of UTA's cloud presence requires real time and accurate data be delivered to UTA's internal and external customers. CAD/AVL will have an "offline" mode created for Emergency Center use. Trax White Board, Sign Manager, Reliability Reporter, BusGap Monitor and Geofence will be moved from their current unsupported platform to an upgraded Azure .Net platform. Additional efforts with more details can be found in the updated Statement of Work. This extension will add an additional 11,111 hours to the contract at a rate of \$36 per hour. This will be funded from the approved budget 40-2217.68912, Capital Project Number ICI217.

This contract modification will allow us to maintain the program timeline and capitalize on the knowledge the existing Talrace Developers have of our highly complex and integrated systems, resulting in reduction of the time, cost and risk that onboarding a new development team creates.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Talrace
<b>Contract Number:</b>	20-03250CG-3
<b>Base Contract Effective Dates:</b>	March 2020
<b>Extended Contract Dates:</b>	June 8, 2022 to June 31, 2024
<b>Existing Contract Value:</b>	\$459,725
<b>Amendment Amount:</b>	\$400,000
<b>New/Total Contract Value:</b>	\$859,725
<b>Procurement Method:</b>	Contract Modification
<b>Budget Authority:</b>	Local 40-2217.68912

---

**ALTERNATIVES:**

Issue an RFP to select a new vendor to perform the work.

---

**FISCAL IMPACT:**

\$400,000 budgeted out of capital account 40-2217.68912 for project ICI217

---

**ATTACHMENTS:**

Talrace Change Order - Modification #2

---

## **MODIFICATION NUMBER TWO TO CONTRACT 20-03250CG**

This Modification Number two to the Contract Agreement is hereby entered into and made effective as of the date of the last signature below the (“Effective Date”), by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter “UTA”) and Talrace (hereinafter “Contractor”).

### **RECITALS**

WHEREAS, on March 31, 2020 UTA entered into a contract for the Rewrite of Computer Added Dispatch (CAD)/Automatic Vehicle Location (AVL) Software; and

WHEREAS, an upgrade to UTA’s CAD/AVL is needed and additional services for programming to complete this project, identified as TMS Upgrade is required; and

WHEREAS, the Contractor has agreed to perform these services; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

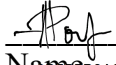
### **CONTRACT AGREEMENT**

NOW, THEREFORE, on the stated Recitals, which are incorporated hereby in 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. **Services to Be Provided:** Contractor shall perform all services as set forth in the Scope of Services – Attachment C, attached. Contractor shall provide all labor, materials and incidentals necessary for the work. All work shall be in accordance with the original contract terms and conditions.
2. **Period of Performance:** Work will commence as of the effective date of this modification and will continue for approximately twenty-four (24) months or an estimated June 31st, 2024.
3. **Consideration:** Contractor shall be reimbursed at the rate of \$36.00 per hour for a not to exceed of \$400,000. The total amount of the contract is hereby increased by \$400,000.00 from \$459,725 to a new total estimated amount of \$859,725.
4. **Other Terms Remain in Effect:** All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

**TALRACE:**

DocuSigned by:  
  
Name

CEO, Talrace, LLC 6/8/2022


Title

**UTAH TRANSIT AUTHORITY:**

Jay Fox  
Executive Director

Alisha Garrett  
Chief Enterprise Strategy Officer

Kyle Brimley  
IT Director

DocuSigned by:  
  
Michael Bell 6/7/2022  
Assistant Attorney General



## **EXHIBIT C**

### **SCOPE – TMS Upgrade**

Contractor will be working on the following:

1. MDD (Mobile Data Device) work
  - a. Move from EventHub to IoT Hub
  - b. Change UI to responsive design and update design with original MDD standards
  - c. Update Unit Tests to a minimum of 80% coverage
  - d. Introduce Integration tests
  - e. Create a messaging end-to-end test suite
  - f. Upgrade data structure with cold path and Introduce Spark
2. CAD/AVL work
  - a. Move from EventHub to IoT Hub
  - b. Remove APIM to assist with cost savings
  - c. Introduce cold data path storage
  - d. Make CADA VL offline mode for Emergency center use. (This is a very important feature to comply with an Emergency Center when UTA has emergency service disruptions)
3. Move TRAX Whiteboard from its unsupported platform to CADA VL (add Unit Tests)
4. Upgrade Incident Log code to new platform (add Unit Tests)
5. Upgrade Detours code to new platform (add Unit Tests)
6. Upgrade Sign Manager code to new platform (add Unit Tests)
7. Upgrade Geofence Manager code to new platform (add Unit Tests)
8. Upgrade Trapeze Nav Route Verifier code to new platform (add Unit Tests)
9. Upgrade Reliability Reporter code to new platform (add Unit Tests)
10. Upgrade Bus Gap Monitor code to new platform (add Unit Tests)

**EXHIBIT D**  
**PRICING**

Cost estimation:

Field Activity	Hours	Resources	Hourly Rate	Total Cost
Analysis of architecture, preparation of workflow for new functionality	200	Tech Project Manager, Team Lead, Software Engineers, QA, Designer	\$30.00	\$6000.00
Create design mockups	200	Designer; Tech Project Manager	\$30.00	\$6000.00
1776 As a user, I want to be able to change the YTT Moves/Am/PM/Pull-out/Pull-in/Comments for a single day without it affecting future days.	400	Tech Project Manager, Team Lead, Software Engineers	\$30.00	\$12000.00
1942 As a user, I want the changes I make on the pull-out page to copy to future weeks.	600	Tech Project Manager, Team Lead, Software Engineers	\$30.00	\$18000.00
1943 As a user, I want the changes I make on the pull-in page to copy to future weeks.	80	Tech Project Manager, Software Engineers	\$30.00	\$2400.00
1944 As a user, I want to be able to manually add trains to the AM/PM Moves sections.	400	Tech Project Manager, Software Engineers	\$30.00	\$12000.00
1945 As a user, I want the manually added trains in the AM/PM Moves section to copy to future weeks.	400	Tech Project Manager, Team Lead, Software Engineers	\$30.00	\$12000.00
1992 As a user, I want to be able to duplicate an event and not have the word "copy" added to the copied event.	20	Tech Project Manager, Software Engineers	\$30.00	\$600.00
1993 As a user, I want the end time of an event to default to 2 hours after the start time that I set.	40	Tech Project Manager, Software Engineers	\$30.00	\$1200.00
1994 As a user, I need the ability to print a monthly summary of the calendar events.	400	Tech Project Manager, Software Engineers	\$30.00	\$12000.00
1995 As a user, I need the ability to add a route to the tool that isn't in Trapeze.	400	Tech Project Manager, Team Lead, Software Engineers	\$30.00	\$12000.00
1996 As a user, I want the system to automatically add the routing information and pull-out time to the pull-out pages.	600	Tech Project Manager, Team Lead, Software Engineers	\$30.00	\$18000.00
1997 As a user, I want the system to automatically add the routing information to the pull-in tab.	80	Tech Project Manager, Software Engineers	\$30.00	\$2400.00
Creation of the workflow documentation	200	Tech Project Manager, QA, Software Engineers	\$30.00	\$6000.00

Update DevOps environments	180	DevOps Engineer, Team Lead	\$30.00	\$5400.00
Quality assurance	800	Tech Project Manager, QA	\$30.00	\$24000.00
Meetings, standups, communication, status reports	500	Tech Project Manager, Team Lead, Software Engineers, QA, Designer	\$30.00	\$15000.00
	5500			\$165000.00



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Bill Greene, Chief Finance Officer  
**PRESENTER(S):** Todd Mills, Director of Supply Chain

**TITLE:**

---

**Pre-Procurements**

- Meadowbrook Building 3 Restrooms and First Aid Room Remodeling
- Light Rail Vehicle 1122 Accident Repair
- Bus Stop Shelters
- Janitorial Services

---

**AGENDA ITEM TYPE:**

Pre-Procurement

---

**RECOMMENDATION:**

Informational report for discussion

---

**BACKGROUND:**

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

---

**DISCUSSION:**

- **Meadowbrook Building 3 Restroom and First Aid room remodeling.** The Meadowbrook Building 3 was built in the mid 70's and has been used as UTA largest bus repair facilities. Due to the age of the facility, it has become necessary to remodel the Men's and Women's restroom. This project will replace the old tile, all the piping, the toilets and partitions, and will include installing new ball valves to allow system shutoffs for future maintenance. The wash stations will be replaced with new Stainless steel bird baths that will update the space and provide a cleaner, longer lasting space for employees. Funding for this project was included in the 2022 CapEx budget. This procurement will be conducted as an RFP. (Req. 10753, Jake Wouden)

- **Light Rail Vehicle 1122 Accident Repair.** This procurement will be a sole source contract to Siemens, who is the manufacturer of our light rail vehicles, to allow for the complete repair of rail vehicle 1122 and its return to revenue service. This rail vehicle was involved in an accident on November 2, 2018 initiated by the operator accelerating through a corner which caused the last vehicle to leave the rails and impact a traction power pole as well as an oncoming light rail vehicle that was on a parallel rail. Both impacts caused significant structural damage to the vehicle.

1122 will be sent to Siemens to allow for a 3D imaging and comparison with original manufacturer design specifications. Siemens is the only vendor that owns the propriety designs, expertise and knowledge to accomplish this repair of the structural members of the vehicle as the original manufacturer of the vehicle and verify that the repairs bring the structure within original manufacture specifications. UTA will verify operation of all components and test the vehicle prior to revenue service. Funding for this repair was included in the State of Good Repair Capital projects budget. This sole source was reviewed and approved by the Sole Source Review Board on 5/4/2022. (Req. 10575, Bryan Sawyer)

- **Bus Stop Shelters.** This procurement is to contract with a vendor to provide Bus Stop Shelters for up to 5 years. This purchase will be a mixture of replacement and updating old bus stops to be ADA compliant as part of State of Good Repair, and adding new shelters to existing stops. These shelters will be a combination of cantilever and three-sided shelters, in various sizes depending on the location. Funding for these shelters is a combination of Salt Lake County sales tax, Region-wide grant funding, and the Bus Stop improvement program through the approved CapEx budget. This procurement will be conducted as an IFB. (Req. 10781, GJ LaBonty).

- **Janitorial Services.** This procurement is to contract with a vendor, or multiple vendors, to provide Janitorial Services for 19 UTA buildings. Vendors may be selected for 1 or more facilities based on best value to UTA. This contract will be for 3 years, with two 1-year options for renewal. Funding for this contract is included in the Facilities Maintenance Operations Expense budget. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 10807, Kevin Anderson).

---

#### **ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Kensey Kunkel, Manager Business Dev. and Sales

**TITLE:**

---

**Sponsored Fare Agreement: Trip Reduction Program/Free-Fare Days - Amendment One (Division of Air Quality)**

---

**AGENDA ITEM TYPE:**

Service or Fare Approval

---

**RECOMMENDATION:**

Approve and authorize the Executive Director to execute Amendment One (1) with the Division of Air Quality (the Division) extending the existing agreement for one year.

---

**BACKGROUND:**

In January 2020, House Bill 353, Reduction of Single Occupancy Vehicle Trips Pilot Program, was approved by the Utah Legislature. The bill created a pilot program by offering free fares for public transit during select bad air days. With the Board of Trustees' approval, UTA partnered with the Division to fund free-fare days with funds appropriated in HB353. Per the contract (19-F0078) and Amendment One (20-F0179) between UTA and the Division, the maximum amount of funding available for reimbursement from the Division to UTA is \$492,000.

On June 23, 2021, the UTA Board of Trustees approved and authorized the Executive Director to execute a contract (21-F0199) with the Division in the amount of \$492,000 to provide free-fare days on UTA Services on designated bad air quality days. This contract replaced the previous contract (19-F0078) and Amendment One (20-F0179). The amount billable per day is \$82,000 with a maximum allowable total reimbursement of \$492,000 from the Division to UTA. Funding received is used to cover forgone fare revenue. Any administrative or operating costs that are incurred with this program are absorbed by UTA. To date, UTA has utilized three (3) free fare days and the Division supported Free Fare February for a total of \$260,466 in revenue reimbursement. Both UTA and the Division desire to extend the current agreement for one additional year through June 30, 2023 to utilize the remaining funds (\$231,534).

---

**DISCUSSION:**

UTA and the Division of Air Quality will extend the current agreement through Amendment One (1) to be valid through June 30, 2023. All other terms of the contract will remain the same.

*For clarification purposes, the Division considered contract 21-F0199 as Amendment One (1) and any proceeding documents will be considered Amendment Two (2) for the Division. UTA considered contract 21-F0199 as new contract, and any proceeding document will be considered Amendment One (1) for UTA.*

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Department of Air Quality
<b>Contract Number:</b>	21-F0199-1
<b>Base Contract Effective Dates:</b>	July 1, 2021 through June 30, 2022
<b>Extended Contract Dates:</b>	July 1, 2022 through June 30, 2023
<b>Existing Contract Value:</b>	\$492,000
<b>Amendment Amount:</b>	NA
<b>New/Total Contract Value:</b>	\$492,000
<b>Procurement Method:</b>	NA
<b>Budget Authority:</b>	NA

---

**ALTERNATIVES:**

Not providing Free Fare Days could result in higher motor vehicle emissions contributing to inversion and in not being compliant with House Bill 353

---

**FISCAL IMPACT:**

Up to \$231,534 in revenue reimbursement

---

**ATTACHMENTS:**

Amendment 1



# STATE OF UTAH

## CONTRACT AMENDMENT

UTA Contract #: 21-F0199-1  
(Amendment #1 to Contract #21-F0199)

### AMENDMENT # 2 to CONTRACT # 201392

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract (*Trip Reduction Agreement between the Utah Department of Environmental Quality, Division of Air Quality and the Utah Transit Authority*), # 201392, as amended by Amendment #1, by and between the State of Utah, Department of Environmental Quality, Division of Air Quality and the Utah Transit Authority.

### THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

#### 1. Contract period:

01/01/2020 (original starting date)

06/30/2022 (current ending date)

06/30/2023 **contract ending date**

#### 2. Contract amount:

\$492,000 (current contract)

\$0 (amendment amount)

\$492,000 **No change to contract amount**

#### 3. Other changes: (attach other sheets if necessary):

¶ 6.1 shall be rescinded in its entirety and replaced as follows:

“6.1. Free fare days may occur anytime after the effective date of Amendment #2 to Contract #201392, as amended, through June 30, 2023.”

¶ 11.2 shall be rescinded in its entirety and replaced as follows:

“11.2. For calendar years 2022 and 2023, the Division shall reimburse the Authority foregone fare revenue in the amount not to exceed \$82,000 per free fare day.”

#### 4. Effective Date of Amendment #2: Upon signature of the Deputy Director below.

All other conditions and terms in the original contract and Amendment 1 remain the same.



**UTAH DEPARTMENT OF  
ENVIRONMENTAL QUALITY**

Ty Howard, Deputy Director      Date

Director, Division of Finance                      Date

DocuSigned by:  
Michael Bell  
70E33A415BA44F6...  
5/25/2022  
Attorney General

Gladesowards@utah.gov  
Email



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Kensey Kunkel, Manager Business Dev. And Sales

**TITLE:**

---

**Fare Agreement: Hive Pass Purchase and Administration - Amendment 3 (Salt Lake City Corporation)**

---

**AGENDA ITEM TYPE:**

Service or Fare Approval

---

**RECOMMENDATION:**

Authorize the executive director to enter into Amendment 3 to the Hive Pass Purchase and Administration Agreement with Salt Lake City Corporation

---

**BACKGROUND:**

The Hive Cooperative Pass Purchase and Administration Agreement is a transit pass program that gives Salt Lake City residents access to a discounted monthly standard adult local transit pass. Each pass is in the form of an electronic fare card and users are required to tap-on and tap-off the system when riding UTA services. This specific program has been in place since June 2015.

On May 26, 2021, the board approved Amendment No. 2 to the Hive Cooperative Pass Purchase and Administration Agreement which extended the contract for one additional year through June 2022. The price of the local monthly Hive Pass is \$68.00 per month which is a 20% discount on the retail monthly pass price (\$85.00). Salt Lake City pays \$26.00, and the resident pays \$42.00.

Passes can be purchased from the Salt Lake City County Building, Public Utilities Office, and the Sorenson Unity Center. Prior to selling a pass, Salt Lake City verifies that the resident, seeking to purchase a pass, lives within the boundaries of Salt Lake City proper. This verification process is outlined in Section 3 of the contract.

---

**DISCUSSION:**

In the spirit of partnership, staff recommends that the Hive Cooperative Pass Purchase and Administration Agreement be extended for one additional year. This will be Amendment 3 to the original agreement. The updated contract term will be July 1, 2020, through June 30, 2023. All other terms of the contract will remain the same.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Salt Lake City Corporation
<b>Contract Number:</b>	20-F0048-3
<b>Base Contract Effective Dates:</b>	July 1, 2020 through June 30, 2022
<b>Extended Contract Dates:</b>	July 1, 2022 through June 30, 2023
<b>Existing Contract Value:</b>	\$1,022,500
<b>Amendment Amount:</b>	\$328,000 (estimated)
<b>New/Total Contract Value:</b>	\$1,350,500
<b>Procurement Method:</b>	NA
<b>Budget Authority:</b>	NA

---

**ALTERNATIVES:**

Do not approve the contract and require residents of Salt Lake City to purchase fare using other resources

Do not approve the contract and forego additional revenue of \$328,000

---

**FISCAL IMPACT:**

Additional \$328,000 in contract revenue. This is estimated using current contract revenue.

---

**ATTACHMENTS:**

Amendment 3

**AMENDMENT NO. 3**  
**PASS PURCHASE AND ADMINISTRATION AGREEMENT**  
**HIVE COOPERATIVE**

This Amendment No. 3 is effective July 1, 2022 (“Effective Date”), by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”) and **SALT LAKE CITY CORPORATION** (the “Administrator”).

**WHEREAS**, the Parties entered into a Pass Purchase and Administration Agreement (hereinafter the “Agreement”) with an effective date of July 1, 2020 for the purchase of fare for each trip taken by its Authorized Users (all capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Agreement); and

**WHEREAS**, the Agreement provides that the term of the Agreement would end on June 30, 2021; and

**WHEREAS**, the Parties entered into Amendment No. 1 with an effective date of March 1, 2021 to amend Section 9, “Purchase Price and Payment”; and

**WHEREAS**, the Parties entered into Amendment No. 2 with an effective date of July 1, 2021 for the purpose of extending the Agreement for an additional one-year term until June 30, 2022; and

**WHEREAS**, the Parties desire to extend the Agreement for an additional one-year term from July 1, 2022 until June 30, 2023.

**NOW THEREFORE**, THE PARTIES AGREE TO THIS AMENDMENT NO. 3 AS FOLLOWS:

1. The Parties agree to extend the Agreement for an additional one-year term from July 1, 2022 through June 30, 2023.
2. All other terms and conditions of the Agreement shall continue in full force and effect and remain unchanged.

**Remainder of Page Left Intentionally Blank**

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

**SALT LAKE CITY CORPORATION**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest and Countersign:

By: \_\_\_\_\_

Approved as to Form:  
Salt Lake City Attorney's Office  
Sara Montoya, Senior City Attorney

Date \_\_\_\_\_

Sign \_\_\_\_\_

**UTAH TRANSIT AUTHORITY**

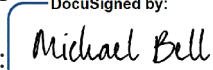
By: \_\_\_\_\_ Date: \_\_\_\_\_

Jay Fox  
Executive Director

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

William Greene  
Chief Financial Officer

Approved as to Form:

DocuSigned by:  
By:  Date: 5/25/2022

70E33A415BA44F6...  
Michael Bell  
Assistant Attorney General  
Counsel for UTA



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Kensey Kunkel, Mgr. Business Dev. and Sales

**TITLE:**

---

**Fare Agreement: ECO Trip Rewards Trip Based Agreement Amendment No. 2 (Salt Lake City Corporation)**

---

**AGENDA ITEM TYPE:**

Service or Fare Approval

---

**RECOMMENDATION:**

Approve Amendment No. 2 to the ECO Trip Rewards Trip Based Agreement with Salt Lake City Corporation

---

**BACKGROUND:**

The current contract between UTA and Salt Lake City Corporation (SLC Corp.), which was approved by the UTA board on June 3, 2020, allows SLC Corp. to provide a transit pass option to their employees. Employees can opt in or out to receive a UTA transit pass. SLC Corp. pays for each trip taken by their authorized users on UTA transit services. Authorized users include all persons employed by SLC Corp that hold a pass. All pass holders are required to "tap-on/off" the UTA system. A trip report is generated each month summarizing the tap activity.

Total boardings for SLC Corp. last year (2020-21) was about eighteen thousand (18,000) which qualified them for a discount of 5% to be applied to their invoice. This discount is based on the number of trips taken as part of a trip rewards program set up by UTA over 5 years ago.

The current contract will expire on June 30<sup>th</sup> of this year.

---

**DISCUSSION:**

Both UTA and SLC Corp. desire to extend their current Trip Rewards Agreement one (1) additional year. The updated contract term will be July 1, 2020 through June 30, 2023.

---

Total annualized boardings July 2021 through June 2022 for SLC Corp. is estimated to be about twenty-eight thousand (28,000) which qualifies for a discount of 5% to be applied to the monthly invoice.

All other terms of the contract will remain the same.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Salt Lake City Corporation
<b>Contract Number:</b>	20-F0051-2
<b>Base Contract Effective Dates:</b>	July 1, 2020 through June 30, 2022
<b>Extended Contract Dates:</b>	July 1, 2022 through June 30, 2023
<b>Existing Contract Value:</b>	\$84,400
<b>Amendment Amount:</b>	\$65,000-\$75,000 (estimate)
<b>New/Total Contract Value:</b>	\$149,000 to \$159,000
<b>Procurement Method:</b>	NA
<b>Budget Authority:</b>	NA

---

**ALTERNATIVES:**

1. Not approve the modification and renegotiate a new contract price and term
  2. Not approve the modification and forgo revenue
- 

**FISCAL IMPACT:**

- Estimated revenue of \$65,000 to \$75,000 (2022-23)
- Total revenue over three (3) years is estimated to be \$149,000 to \$159,000:

Year	Value
2020-21: Base Contract	\$27,000
2021-22: Amendment 1	\$58,000
2022-23: Amendment 2	\$65,000 to 75,000
Total	\$149,000 to \$159,000

---

**ATTACHMENTS:**

Amendment 2

**AMENDMENT 2**  
**ECO TRIP REWARDS TRIP BASED AGREEMENT**  
**SALT LAKE CITY CORPORATION**

This Amendment No. 2 is effective July 1, 2022 ("Effective Date"), by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA") and the **SALT LAKE CITY CORPORATION** (or the "Administrator").

**WHEREAS**, the Parties entered into an ECO Trip Rewards Based Agreement (hereinafter the "Agreement") with an effective date of July 1, 2020 for the purchase of fare for each trip taken by its Authorized Users;

**WHEREAS**, the Parties renewed the Agreement through Amendment No. 1 for an additional one-year term from July 1, 2021 until June 30, 2022.

**WHEREAS**, the Parties desire to renew the Agreement for an additional one-year term from July 1, 2022 through June 30, 2023.

**NOW THEREFORE, THE PARTIES AGREE TO THIS AMENDMENT NO. 2 AS FOLLOWS:**

1. The parties agree to renew the Agreement for an additional one-year term from July 1, 2022 through June 30, 2023.
2. Total annualized boardings for Salt Lake City Corporation is estimated to be 29,800 which qualifies for a discount of 5% to be applied to Administrator's monthly invoice. The discount does not apply to any applicable fuel surcharges, card fees, late fees, or other contractually obligated charges.
3. All other terms and conditions of the Agreement shall continue in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

**UTAH TRANSIT AUTHORITY:**

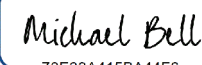
**SALT LAKE CITY CORPORATION:**

\_\_\_\_\_  
Date  
By:  
Title:

\_\_\_\_\_  
Date  
By:  
Title:

\_\_\_\_\_  
Date  
By:  
Title:

Approved As To Form:

DocuSigned by:  
  
70E33A415BA44F6...  
Michael Bell  
Utah Assistant Attorney General





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Monica Morton, Fares Director  
Kensley Kunkel, Mgr. Business Dev. and Sales

**TITLE:**

---

**Fare Agreement: Medicaid Transportation Contract (Utah Department of Health)**

---

**AGENDA ITEM TYPE:**

Service or Fare Approval

---

**RECOMMENDATION:**

Authorize the executive director to execute a Transit Cards Transportation Contract with the Utah Department of Health

---

**BACKGROUND:**

The State of Utah Department of Health (the Department) and the Utah Transit Authority (UTA) have historically partnered together to provide eligible Medicaid members with transit access. The purpose of the transit access is to help each member travel to and from medical appointments.

**Current Contract**

UTA is currently in the last year of a five-year (5) contract with the Department. The current contract will expire on June 30, 2022. The processes and procedures in the current Medicaid contract have not been updated for over three decades.

Each month the Department, in partnership with the Department of Workforce Services (DWS), print and mail out a paper punch pass to each eligible member. The paper pass is valid for that month on Bus, TRAX, Streetcar, and On-demand services. Each pass is printed with a number of punches specific to the member's needs as determined by the Department and DWS. To ride the UTA system, a member gives his/her pass to the Bus Operator who then punches the pass as proof of valid UTA Fare. If needed, the Operator will issue a transfer slip to be used on other eligible connecting transit services.

The annual value of the current contract has ranged between \$670,000 and \$1,220,000. Each month, UTA

issues an invoice to the Department of Health based on a percentage of total bus and light rail trips as found in the most recent on-board survey. Additional details about the billing can be found in Attachment B, Section E of the current contract (17-2291JH).

### Looking Ahead

In 2020, UTA updated the Authority's acceptable fare media and eliminated the Medicaid punch pass as an approved media.

For the past two (2) years, the Fares team has worked closely with leadership at the Department of Health and the Department of Workforce services to understand Medicaid pass processes, challenges, ridership and pass use, as well as opportunities for improvement. Upon completion of the evaluation, a plan was implemented to transition all members to an Electronic Fares Card (EFC) with an updated billing method.

Beginning July 1, 2022, the paper punch pass will no longer be distributed, and all Medicaid members will be issued an EFC pass for use on the UTA system. The pass will be valid fare for unlimited trips on UTA Bus, TRAX, Streetcar, and on-demand services.

---

### DISCUSSION:

In the spirit of partnership, UTA and the Department will enter into a five (5) year Transportation Contract. The value of the contract is \$1.21 million each year for the first two (2) years of the contract (\$2.42 million total). Beginning on January 1, 2024, UTA and the Department will review and renegotiate the contract value for the remaining three (3) years of the agreement based on ridership and pass usage obtained from tap data. UTA staff will come back to the Board for approval for years three through five once pricing is negotiated.

---

### CONTRACT SUMMARY:

<b>Contractor Name:</b>	Utah Department of Health
<b>Contract Number:</b>	22-F0281
<b>Base Contract Effective Dates:</b>	July 1, 2022 through June 30, 2027
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Contract Value:</b>	\$2,420,000 for first two years.
<b>Procurement Method:</b>	NA
<b>Budget Authority:</b>	NA

---

### ALTERNATIVES:

Do not enter into an agreement with the Department of Health requiring Medicaid Members to find alternative transit options and forego the associated revenue.

---

### FISCAL IMPACT:

The total value of the contract is \$2.4 million (\$1.2 million per year for two years) and will be payable to UTA in two (2) installments of \$1.2 million beginning July 1, 2022.

---

**ATTACHMENTS:**

Contract



## UTAH DEPARTMENT OF HEALTH CONTRACT

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

2216505  
Department Log Number

222701634  
State Agreement ID

1. **CONTRACT NAME:** The name of this contract is UTA Transit Cards.
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

**PAYMENT ADDRESS**  
UTAH TRANSIT AUTHORITY  
669 W 200 S  
SALT LAKE CITY UT, 84101

**MAILING ADDRESS**  
UTAH TRANSIT AUTHORITY  
669 W 200 S  
SALT LAKE CITY UT, 84101

**Vendor ID:** 33861F  
**Commodity Code:** 99999

**Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services ("Department") and Contractor.**

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide non-emergent medical transportation (NEMT) to Members, living in areas serviced by the CONTRACTOR, for their medically necessary appointments as required by 42 CFR 431.53..
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2022 through 06/30/2027, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$2,420,000.00 in accordance with the provisions of this contract.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

### CONTRACTOR

Kensey Kunkel  
(801) 741-8806  
kkunkel@rideuta.com

### DEPARTMENT

Medicaid and Health Financing  
Healthcare Policy and Authorization  
Joshua Meyers  
(801) 538-6160  
jmeyers@utah.gov

7. **REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A: General Provisions Attachment

Attachment B: Special Provisions

Attachment C: Record Sharing Agreement

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
    - A. All other governmental laws, regulations, or actions applicable to services provided herein.
    - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
  
  9. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
- 

Intentionally Left Blank

**Contract with Utah Department of Health and UTAH TRANSIT AUTHORITY, Log # 2216505**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_  
Jay Fox  
Executive Director

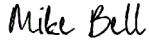
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Tracy Gruber  
Executive Director, Department of  
Health & Human Services

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
William Greene  
Chief Financial Officer

\_\_\_\_\_  
Date

App  
By:  \_\_\_\_\_  
70E33A415BA44F6  
UTA Legal Counsel

6/14/2022

\_\_\_\_\_  
Date

## **Attachment A: UTAH DEPARTMENT OF HEALTH GENERAL PROVISIONS**

### **NON STANDARD PROCUREMENT (NON-RFP)**

#### **1. DEFINITIONS**

- a. "Authorized Persons" means Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who need to access State Data to enable Contractor to perform its responsibilities under Contract.
- b. "Contract" means this agreement between the Department and Contractor, including the Contract Signature Page(s) and all referenced attachments and documents incorporated by reference.
- c. "Contract Signature Page(s)" means the cover page(s) that the Department and Contractor sign.
- d. "Contractor" means the person who delivers the services or goods described in the Contract.
- e. "Custom Deliverable" means the Work Product that Contractor is required to deliver to Department under this Contract.
- f. "Department" means the Utah Department of Health.
- g. "Director" means the Executive Director of the Department or authorized representative.
- h. "Federal pass through money" means federal money received by a nonprofit corporation through a subaward or contract but does not include federal money received by a nonprofit corporation as payment for goods or services purchased by the Department.
- i. "Goods" means any deliverable that is not defined as a Service that Contractor is required to deliver under the Contract.
- j. "Local money" means money that is owned, held or administered by a political subdivision of the state that is derived from fee or tax revenues but does not include money received by a nonprofit corporation as payment for goods or services purchased from the nonprofit corporation or contributions or donations received by the political subdivision.
- k. "Originating funding entity" means an individual or entity which provided to the Department any or all funds payable under this Contract.
- l. "Pass through funding" means money appropriated to a state agency which includes ongoing or one-time money and is designated as general funds, dedicated credits, or any combination of state funding sources, that is intended to be passed through the state agency to a local government entity, private organization, including not-for-profit organizations or persons in the form of a loan or grant.
- m. "Person" means any governmental entity, business, individual, union, committee, club, other organization, or group of individuals.
- n. "Recipient entity" means a local government entity or private entity, including a nonprofit entity, which receives money by way of pass through funding from the Department.
- o. "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- p. "State" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

- q. "State Data" means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the Department's hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the Department or by the Contractor. State Data includes any federal data that the Department controls or maintains, that is protected under federal laws, statutes, and regulations. The Department reserves the right to identify, during and after the Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- r. "State money" means money that is owned, held or administered by a state agency and derived from state fee or tax revenues but does not include contributions or donations received by the state agency.
- s. "Subcontract" means a written agreement between Contractor and another party to fulfill the requirements of the Contract.
- t. "Subcontractor" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
- u. "Uniform Guidance" means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.
- v. "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by Department. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Department intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.



2. **EFFECTIVE DATE:** Once signed by the Director and the State Division of Finance, when applicable, and the State Division of Purchasing, when applicable, this Contract becomes effective on the date specified in the Contract.
3. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from the Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
4. **AMENDMENTS:** The Contract may only be amended by mutual written agreement signed by both parties, which amendment will be attached to the Contract. Automatic renewals will not apply to the Contract, even if listed elsewhere in the Contract.
5. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
6. **LAWS AND REGULATIONS:** At all times during the Contract, Contractor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including licensure and certification requirements. If the Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede this Attachment A.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Department or the State of Utah, unless written disclosure has been made to the Department.
8. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** Contractor agrees to comply and cooperate in good faith with all conflict of interest and ethic laws, including but not limited to, Section 63G-6a-2404, Utah Procurement Code.
9. **INDEPENDENT CONTRACTORS:** Contractor and Subcontractors, in the performance of the Contract, shall act in an independent capacity and not as officers or employees or agents of the Department or State.
10. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
11. **REPORTING RECEIPT OF FEDERAL AND STATE FUNDS.**
  - 11.1. If Contractor is a nonprofit corporation and receives federal pass through money or state money, Contractor shall disclose to the Department, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of federal pass through money, state money that is not payment for goods or services purchased from Contractor, and local money in the amount of \$750,000 or more; (ii) revenues or expenditures of federal pass through money, state money that is not payment for goods or services purchased from Contractor, and local money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of federal pass through money, state money that is not payment for goods or services purchased from Contractor, and local money of at least \$100,000 but less than \$350,000.
  - 11.2. If Contractor is a recipient entity that, under the terms of the contract, is receiving pass through funding that was neither issued under a competitive award process, nor in accordance with a formula enacted in statute nor in accordance with a state program under parameters in statute or rule that guides the distribution of the pass through funding,

Contractor shall provide to the Department a written description and itemized report at least annually detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent. Contractor shall provide to the Department a final written itemized report when all the state money is spent. The Department may require Contractor to return an amount of money that is equal to the state money expended in violation of the terms of the section.

**12. INVOICING:** Unless otherwise stated in the Special Provisions of the Contract, Contractor will submit invoices along with any supporting documentation within thirty (30) days following the last day of the month in which the expenditures were incurred or the services provided or within thirty (30) days of the delivery of the Good to the Department. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Department will be those prices listed in this Contract, unless Contractor offers a prompt payment discount on its invoice. The Department has the right to adjust or return any invoice reflecting incorrect pricing.

**13. PAYMENT:**

- 13.1. The Department shall reimburse total actual expenditures, less amounts collected by Contractor from any other person not a party to the Contract legally liable for the payments for the goods and services.
- 13.2. The Department shall make payments within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Department, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Department within ten (10) business days of receipt of final payment, shall release the Department and the State of Utah from all claims and all liability to Contractor. The Department's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Department or the State of Utah may have against Contractor. Contractor may not charge end users electronic payment fees of any kind.
- 13.3. By signing the Contract, Contractor acknowledges that the Department cannot contract for the payment of funds not yet appropriated by the Utah State Legislature or received from federal sources. If funding to the Department is reduced due to an order by the Legislature or the governor, or is required by state law, or if applicable federal funding is not provided to the Department, the Department shall reimburse Contractor for products delivered and services performed through the date of cancellation or reduction, and the Department shall not be liable for any future commitments, penalties, or liquidated damages.
- 13.4. Upon 30 days written notice, Contractor shall reimburse Department for funds the Department is required to reimburse the grantor or originating funding entity up to the amount repaid resulting from the actions of the Contractor or its Subcontractors.

**14. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Department, if the Department reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Department's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the Department will reimburse Contractor for the Services properly ordered until the effective date of said notice. The Department will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

**15. INSURANCE:** Contractor is self-insured.

**16. WORKERS' COMPENSATION INSURANCE:** Contractor is self-insured.

**17. SALES TAX EXEMPTION:** The Services under the Contract will be paid for from the Department's funds and used in the exercise of the Department's essential functions as a State of Utah entity. Upon request, the Department will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Department's sales tax exemption number. It is Contractor's sole responsibility to ascertain whether any tax deductions or benefits apply to any aspect of the Contract.

**18. SUSPENSION OF WORK:** Should circumstances arise which would cause the Department to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the Department.

**19. INDEMNIFICATION:**

19.1. If Contractor is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for the Contract. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.

19.2. If Contractor is a non-governmental entity, Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors. Contractor shall fully indemnify, defend, and save harmless the Department and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of the Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Department. Contractor is solely responsible for all payments owed to any Subcontractor arising from Contractor's performance under the contract and will hold the Department harmless from any such payments owed to the subcontractor.

19.3. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

**20. DEBARMENT:** Contractor certifies it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract, by any governmental department or agency, whether international, national, state, or local, and certifies it is in compliance with Utah Code Ann. § 63G-6a-904 *et seq.* and OMB guidelines at 2 C.F.R. § 180 which implement Executive Order Nos. 12549 and 12689. Contractor must notify Department within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity during the Contract.

**21. TERMINATION AND DEFAULT:**

The Department may terminate the Contract without cause, upon thirty (30) days written notice to Contractor.

21.1. The Department agrees to use its best efforts to obtain funding for multi-year contracts. If continued funding for the Contract is not appropriated or budgeted at any time throughout the multi-year contract period, the Department may terminate the contract upon thirty (30) days' notice to Contractor. If funding to the Department is reduced due to an order by the Legislature or the governor, or is required by federal or state law, the Department may terminate the Contract or proportionately reduce the services and goods due and the amount due from the Department upon thirty (30) days written notice to Contractor. If the specific

funding source for the subject matter of the Contract is reduced, the Department may terminate the Contract or proportionately reduce the services and goods due and the amount due from the Department upon thirty (30) days written notice to Contractor.

- 21.2. Each party may terminate the Contract with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall send a notice, which meets the notice requirements of the Contract, citing the default and giving notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within ten (10) days of the notice. If the default is not cured within the ten (10) days, the party giving notice may terminate the Contract forty (40) days from the date of the initial notice of default or at a later date specified in the notice.
- 21.3. The Department may terminate the contract if Contractor becomes debarred, insolvent, files for bankruptcy or reorganization proceedings, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under the Contract.
- 21.4. Upon termination of the Contract, all accounts and payments for services rendered to the date of termination shall be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. If the Department terminates the Contract, Contractor shall stop all work as specified in the notice of termination. The Department shall not be liable for work or services performed beyond the termination date as specified in the notice of termination.
- 21.5. In the event of such termination, Contractor shall be compensated for services properly performed under the Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State is limited to full payment for all work properly performed as authorized under the Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate contracts necessarily and appropriately entered into by Contractor pursuant to the Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under the Contract up to the date of termination are the property of the State and shall be promptly delivered to the State.
- 21.6. If Contractor defaults in any manner in the performance of any obligation under the Contract, or if audit exceptions are identified, the Department may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or state funds as a result of Contractor's failure to comply with federal regulations or state rules. In addition, the Department may withhold amounts due Contractor under the Contract, any other current contract between the Department and Contractor, or any future payments due Contractor to recover the funds. The Department shall notify Contractor of the Department's action in adjusting the amount of payment or withholding payment. The Contract is executory until such repayment is made.
- 21.7. Any of the following events will constitute cause for the Department to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Department may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Department may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv)

debar/suspend Contractor from receiving future contracts from the Department or the State of Utah; or (v) demand a full refund of any payment that the Department has made to Contractor under this Contract for Goods that do not conform to this Contract.

- 21.8. The rights and remedies of the Department enumerated in this article are in addition to any other rights or remedies provided in the Contract or available in law or equity.
- 22. REVIEWS:** The Department reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Goods and Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of the Contract.
- 23. PERFORMANCE EVALUATION:** The Department may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
- 24. PUBLIC INFORMATION:** Contractor agrees that the Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Department and the State of Utah permission to make copies of the Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Department and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of the Contract, related purchase orders, related pricing documents, or invoices.
- 25. PUBLICITY:** Contractor shall submit to the Department for written approval all advertising and publicity matters relating to this Contract. It is within the Department's sole discretion whether to provide approval, which must be done in writing.
- 26. INFORMATION OWNERSHIP:** Each party retains ownership of the information generated by the respective party.
- 27. INFORMATION PRACTICES:** Contractor shall establish, maintain, and practice information procedures and controls that comply with federal and state law including, as applicable, Utah Code § 26-1-1 *et seq* and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). Contractor shall receive or request from the Department only information about an individual that is necessary to Contractor's performance of its duties and functions. Contractor shall use the information only for purposes of the Contract. The Department shall inform Contractor of any non-public designation of any information it provides to Contractor.
- 28. SECURE PROTECTION AND HANDLING OF STATE DATA:**
- 28.1. If Contractor is given State Data as part of this Contract, the protection of State Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of State Data. To the extent that Contractor is given State Data, Contractor shall safeguard the confidentiality, integrity, and availability of the State Data. Contractor agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of the Contract. The improper use or disclosure of confidential information is strictly prohibited.
- 28.2. Any and all transmission or exchange of State Data shall take place via secure means. Contractor shall create, store, and maintain any State Data on secure or encrypted computing devices or any portable storage mediums. Contractor agrees to protect and maintain the security of State Data with security measures including, but are not limited to,



maintaining secure environments that are patched and up to date with all appropriate security updates as designated, network firewall provisioning, and intrusion detection. Contractor agrees that any computing device or portable medium that has access to the Department's network or stores any non-public State Data is equipped with strong and secure password protection.

- 28.3. Contractor shall: (a) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which the Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in the Contract and require such Authorized Persons to keep the State Data confidential; (c) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any State Data received by it to any third parties, except as permitted by the Contract or otherwise agreed to in writing by the Department.
- 28.4. Contractor will promptly notify the Department of any misuse or misappropriation of State Data that comes to Contractor's attention. Contractor shall be responsible for any breach of this duty of confidentiality by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Ann. §§ 13-44-101 through 301). This duty of confidentiality shall be ongoing and survive the term of the Contract. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language shall take precedence.

**29. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:**

Contractor retains ownership of its data, including the data provided in the reports. The Department retains ownership of the reports provided to the Department by the Contractor, and the Department has an unlimited license to use the data in the reports for purposes related to the administration of the Medicaid program.

**30. OWNERSHIP IN INTELLECTUAL PROPERTY:**

The Department and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Department.

**31. ACCEPTANCE AND REJECTION:**

The Department shall have thirty (30) days after the receipt of transit cards to perform an inspection of them to determine whether they conform to the standards specified in the Contract prior to acceptance of the transit cards by the Department. If Contractor delivers nonfunctioning transit cards, the Department may, at its option and at Contractor's expense: (i) return the nonfunctioning transit cards for a full refund; or (ii) require Contractor to promptly replace the nonfunctioning transit cards.

**32. STANDARD OF CARE:**

The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the Department and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

**33. RECORD KEEPING, AUDITS, & INSPECTIONS:**

- 33.1. For financial reporting, Contractor shall comply with the Uniform Guidance and Generally Accepted Accounting Principles (GAAP).
  - 33.2. Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the Department to Contractor under the Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and the Department's staff, access to all such records. These records shall be retained by Contractor as required by GAAP, federal or state law, or specific program requirements, whichever is longer. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and Department staff, access to all such records.
  - 33.3. Contractor shall retain all records which relate to disputes, litigation, and claim settlements arising from Contract performance or cost or expense exceptions initiated by the Director, until all disputes, litigation, claims, or exceptions are resolved.
  - 33.4. Contractor shall comply with federal and state regulations concerning cost principles, audit requirements, and contract administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the Contract's special provisions, Contractor must comply with applicable federal cost principles and Contract administration requirements if state funds are received. Counties, cities, towns, and school districts are subject to the State of Utah Legal Compliance Audit Guide. Copies of required reports shall be sent to the Utah Department of Health, Office of Fiscal Operations P.O. Box 144002, Salt Lake City, Utah 84114-4002.
- 34. NO WARRANTIES:** The Contractor makes no warranties, promises or guarantees as to scheduling or timeliness of the transit service. The Contractor makes no warranties on the availability of routes, except there shall be no permanent elimination of service coverage in a zip code covered by the contractor on July 1, 2022.
- 35. EMPLOYMENT PRACTICES:** Contractor shall abide by the following employment laws, as applicable: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the work place; (vi) Utah Code Ann. § 26-38-1 *et. seq.*, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which state employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Contract Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
- 36. FEDERAL REQUIREMENTS:** To the extent they are applicable, Contractor shall abide by the following federal statutes, regulations and requirements, including, but not limited to (i) 2 C.F.R. § 200.326, Contract Provisions as applicable; (ii) 45 C.F.R. § 46, Protection of Human Subjects in research activities; (iii) 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; (iv) 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and

543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; (v) 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; (vi) 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; (vii) 42 U.S.C § 4331, the National Environmental Policy Act of 1969; (viii) 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; (ix) 37 C.F.R. § 401, Rights to Inventions Made; (x) 42 C.F.R. part 50, Subpart B, Sterilizations; (xi) 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; (xii) 59 FR 46266, Recombinant DNA and Institutional Biosafety; (xiii) 7 U.S.C. § 2131, Animal Welfare; (xiv) 42 C.F.R. part 92, Misconduct in Science; (xv) 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; and (xvi) Contractor shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provides for such sanctions and penalties as may be appropriate.

- 37. WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- 38. ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
- 39. SUBCONTRACTS & ASSIGNMENT:** Contractor shall not assign, sell, transfer, subcontract, or sublet rights or delegate responsibilities under the Contract, in whole or part, without the prior written consent of the Department. Contractor retains ultimate responsibility for performance of all terms, conditions and provisions of the Contract that are subcontracted or performed by a Subcontractor. When subcontracting, Contractor agrees to use written subcontracts that conform to federal and state laws. Contractor shall request Department approval for any assignment at least twenty (20) days prior to its effective date.
- 40. FORCE MAJEURE:** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. A legislative funding action that substantially prevents UTA from meeting its obligations under this agreement will be covered as a force majeure condition. The Department may terminate the Contract after determining that the delay or default will likely prevent successful performance of the Contract.
- 41. SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of the Contract shall not affect the validity or enforceability of any other provision, term, or condition of the Contract, which shall remain in full force and effect.
- 42. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Department's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
- 43. NOTICE:** Notice shall be in writing and directed to the contact person listed on Contract Signature Page(s) of the Contract.
- 44. ORDER OF PRECEDENCE:** The terms of the Contract shall be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between the Contract's terms, the order of precedence (listed in order of descending precedence) among the terms is: (1) Contract Signature Page(s); (2) Department General Provisions; (3) Department Special Provisions; (4) Any other attachments.
- 45. TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in the Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the Department, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under the Contract.



- 46. DISPUTE RESOLUTION:** The Department and Contractor shall attempt to resolve contract disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Department, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Department appoints such an expert or panel, Department and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
- 47. ANTI-BOYCOTT ISRAEL:** If this contract is in an amount totaling more than \$100,000 or if the Contractor has 10 or more full-time employees, then in accordance with Utah Code section 63G-27-201, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.
- 48. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: July 2021)

**TRANSPORTATION CONTRACT  
WITH THE DEPARTMENT OF HEALTH**

**Special Provisions**

**A. Purpose**

- a. The purpose of this contract is to provide non-emergent medical transportation (NEMT) to Members, living in areas serviced by the CONTRACTOR, for their medically necessary appointments as required by 42 CFR 431.53.

**B. Contract Duration**

- a. The service period of this contract is 07/01/2022 through 06/30/2027, unless terminated or extended by agreement in accordance with the provisions of this contract.

**C. Contract Termination**

- a. If either party terminates the contract prior to the end of the term of this contract, CONTRACTOR shall prorate the contract amount to the termination date. Any portion of the contract amount paid by DEPARTMENT more than the prorated contract amount will be refunded by CONTRACTOR to the DEPARTMENT. No portion of any electronic card media costs will be refunded.

**D. Contract Amount**

- a. The DEPARTMENT agrees to pay \$1,210,000 annually for the first two years of this contract, in accordance with the provisions of this contract. After the initial two-year period, the DEPARTMENT and CONTRACTOR will renegotiate, in good faith, the yearly contract amount, subject to legislative appropriations.

**E. Definitions**

- a. PARENT/GUARDIAN ATTENDANT means an individual who accompanies a Member who needs assistance utilizing CONTRACTOR's services.
- b. AUTHORIZED SERVICE means regular fixed route bus, bus rapid transit, Streetcar light rail, TRAX light rail routes, and On-demand service, but excludes FrontRunner, Ski Bus, Flex Routes, Paratransit, and Vanpool service. This is not a reflection of the correct utilization of the service for Medicaid purposes, which is governed by 42 CFR 431.53.
- c. AUTHORIZED USER means Members and Parent/Guardian Attendants that have been issued a Pass in compliance with this contract and are authorized to utilize public transportation.
- d. CONTRACTOR means the Utah Transit Authority ("UTA") a Utah special service district providing public transportation throughout the Wasatch Front.
- e. DEPARTMENT means the Utah Department of Health and Human Services as defined in Utah Code 26B-1-102.

- f. GRIEVANCE means an expression of dissatisfaction (other than an organization determination) from the Member with any aspect of the operations, activities, or behavior of a Medicaid health plan, or its providers, regardless of whether remedial action is requested.
- g. HEALTH PROGRAM REPRESENTATIVE (“HPR”) means an individual who works for the Utah Department of Health and Human Services and their major role is to provide benefit education for Members.
- h. ID means both the internal unique chip identification number (“UID”) and the identification number (“Face Number”) printed on the outside of the Pass.
- i. JOURNEY or LINKED TRIP means one or more Trips taken by an Authorized User within two hours from the first tap.
- j. MANAGED CARE ENTITY (“MCE”) means entities that serve Members on a risk basis through a network of employed or affiliated providers.
- k. MEMBER means an individual who is enrolled in Traditional Medicaid, including those enrolled in an MCE, and requires Non-Emergency Medical Transportation.
- l. NON-EMERGENCY MEDICAL TRANSPORTATION (“NEMT”) means transportation of a Member to a provider of covered-services.
- m. PERSONAL CARE ATTENDANT (“PCA”) is an individual who accompanies a Member with a disability.
- n. PERSONALLY IDENTIFIABLE INFORMATION (“PII”) means any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. PII includes, but is not limited to, Social Security Numbers, driver’s license numbers, Alien Registration numbers, financial or medical records, biometrics, or a criminal history.
- o. PROTECTED HEALTH INFORMATION (“PHI”) means individually identifiable health information as defined in 45 CFR 160.103.
- p. TRIP or UNLINKED TRIP is a data record formed in UTA’s electronic fare collection system back office from data captured when an Authorized User taps on when boarding a UTA vehicle and taps off when alighting. An Authorized User has two hours from the first tap to take additional trips without incurring an additional fare cost.
- q. UTA TRANSIT CARD or PASS means a card that is valid for NEMT provided by CONTRACTOR and issued by the DEPARTMENT to Authorized Users.

## **F. SCOPE OF WORK**

### **1. The CONTRACTOR shall:**

- a. Provide public transportation services on its regularly scheduled Authorized Service routes for Authorized Users with an active UTA Transit Card and Personal Care Attendants;

- b. Have the right to confiscate a Pass at any time (without prior notice to the DEPARTMENT) from any person who CONTRACTOR reasonably believes is not an Authorized User or if CONTRACTOR reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. Upon receipt of a confiscated Pass, CONTRACTOR will deactivate it and notify the DEPARTMENT via email within two business days;
- c. Require Authorized Users to provide proof of fare when riding the system and require them to tap their UTA Transit Card upon boarding a UTA vehicle;
- d. Give DEPARTMENT staff access to the UTA Partner Website and provide training on how to use the website;
- e. Activate and deactivate all ID's requested by the DEPARTMENT within one business day of receipt of request;
- f. Provide a bulk import result email for each bulk import submitted by the DEPARTMENT for Pass activations and deactivations;
- g. Collaborate with the DEPARTMENT to address and resolve Grievances made by Authorized Users;
- h. Meet with the DEPARTMENT at a minimum annually to discuss key information to assist CONTRACTOR in complying with rules and regulations.
- i. Comply with all Medicaid Rules and regulations including, but not limited to, Utah Administrative Rule R414-306-6, 42 CFR 440.170, Utah Medicaid Provider Agreement, and the Medical Transportation Services Manual, as applicable;
- j. Allow a PCA to ride free when accompanying a Member with a disability;
  - i. The PCA is not required to have a Pass when accompanying the Member.
  - ii. Members who require a PCA will have the words "Attendant: Yes" printed on the front of their UTA Transit Card.
  - iii. Members may only be accompanied by one PCA, however, if a Member requires the assistance of more than one individual, the additional attendant must have their own Pass or pay a transit fare.

## 2. Reports

- a. CONTRACTOR shall provide the DEPARTMENT access to standard reports through the UTA partner website at [www.tap2ride.com](http://www.tap2ride.com).
- b. CONTRACTOR shall report usage data in a monthly report, by the 20th day of the following month. CONTRACTOR's monthly report shall include:

- i. Ridership details of each activated UTA Transit Card during the measurement period. Ridership details shall include the following information:
    - 1. UTA Transit Card ID
    - 2. Tap-on and Tap-off date, time, and location
    - 3. Service Type (e.g., bus, TRAX, etc.)
    - 4. Route Number
  - ii. Total Trips and Journeys per month by UTA Transit Card ID
- c. CONTRACTOR shall collaborate with the DEPARTMENT to create additional custom reports as requested by the DEPARTMENT.

**3. The DEPARTMENT shall:**

- a. Ensure that all Members are able to apply for and receive a UTA Transit Card. This includes Members who live within CONTRACTOR's service areas, do not live in a long-term care facility, and do not have access to a working vehicle;
- b. Determine if Members with a disability need to travel with a PCA and issue to Members that qualify a Pass with "Attendant: Yes" printed on it;
- c. Issue a UTA Transit Card to all Authorized users which includes Parent/Guardian Attendants accompanying Members age 17 and under;
- d. Communicate to Authorized Users that names are required on the UTA Transit Card signature strip;
- e. Provide CONTRACTOR with the names and email addresses of all staff that require access to the UTA Partner Website;
- f. Ensure that all Authorized Users have a defined UTA Transit Card eligibility time period that corresponds with the Member's Medicaid eligibility plus 30 days as defined below:
  - i. An additional 30-day grace period will be allotted to all eligible Members to account for delays in eligibility certification.
- g. Provide CONTRACTOR a bulk import file detailing Pass activations and deactivations. The bulk import file shall include the following:
  - i. If the card was issued to a Member with a disability
- h. Perform all Pass replacements by submitting a bulk import file or through the UTA partner website at: [www.tap2rideuta.com](http://www.tap2rideuta.com) to prevent an Authorized User from having two active UTA Transit Cards at the same time;
- i. Communicate to Authorized Users CONTRACTOR's requirement to tap-on and tap-off at designated card readers when riding Authorized Services;
- j. Collaborate with CONTRACTOR on Member instructions and distribute them with each UTA Transit Card issued;

- k. Allow Authorized Users unlimited monthly trips after eligibility is confirmed;
- l. Address all Grievances made by Authorized Users related to the distribution, activation, and usage of the UTA Transit Cards;
- m. Assist Authorized Users with UTA Transit Card questions via the HPR Line and using the MyBenefits tool.

#### **4. Form of Pass**

- a. CONTRACTOR shall provide UTA Transit Cards to the DEPARTMENT that will be embedded with a unique electronic microchip. Each card will be individually numbered.
- b. CONTRACTOR will provide the DEPARTMENT up to fifty-five thousand (55,000) UTA Transit Cards for the first two years of the contract. The number of UTA Transit Cards provided by CONTRACTOR after the first two years of the contract term will be renegotiated.
- c. The DEPARTMENT shall request UTA Transit Cards by providing CONTRACTOR with an eight (8) week lead time and sending a written request to [passprograms@rideuta.com](mailto:passprograms@rideuta.com).
- d. CONTRACTOR shall provide two different card designs to be distributed to Authorized Users.
  - i. Standard UTA Transit Cards that may be used by Members or Parent/Guardian Attendants.
  - ii. UTA Transit Cards with “Attendant: Yes” printed on them that may be used by Members with a disability.

#### **5. Pass Recognized as Transit Fare**

- a. A UTA Transit Card issued to an Authorized User under this contract, when used by such Authorized User in accordance with the following CONTRACTOR’s Cardholder Rules shall be recognized as full fare on Authorized Services:
  - i. Authorized Users are required to tap-on and tap-off. Failure to do so may result in a citation or fine to pursuant to CONTRACTOR’s ordinances.
  - ii. Authorized Users must provide valid photo identification upon request by a CONTRACTOR Operator, Officer, and/or Fare Inspector.

#### **6. Reimbursement**

- a. The DEPARTMENT shall reimburse CONTRACTOR yearly based on the negotiated contracted rate of \$1,210,000 per year for the first two years of this contract.
- b. Starting 1/1/2024 the DEPARTMENT and CONTRACTOR shall negotiate to amend the contract amount (see E.1.f) using data collected that reflects the usage of Authorized Users.

- c. CONTRACTOR shall submit an invoice to the DEPARTMENT for the annual contracted rate as described above on July 1, 2022 for contract year one and on July 1, 2023 for contract year two. Payment is due within thirty (30) days of invoice receipt.
- d. CONTRACTOR must accept the DEPARTMENT payment as payment in full and cannot bill the Member for any amount with the exception of any fines or citations incurred by the Member.

#### **7. Record Retention**

- a. CONTRACTOR shall maintain or supervise the maintenance of all records necessary to properly account for their performance and the payments made by the DEPARTMENT to CONTRACTOR under the contract. These records shall be retained by CONTRACTOR for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR agrees to allow, at no additional cost, the State of Utah, federal auditors, and the DEPARTMENT's staff, access to all such records.

#### **8. Access to Records**

- a. CONTRACTOR agrees to provide the DEPARTMENT, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions;

#### **9. Administrative Hearings and Judicial Proceedings**

- a. CONTRACTOR shall provide reasonable assistance to the DEPARTMENT in all prehearings and judicial proceedings concerning Member incidents occurring while using UTA Authorized Services;
- b. Assistance includes, but is not limited to, providing all available and necessary documentation;
- c. CONTRACTOR further agrees to provide representation at all prehearings and other judicial proceeding at no additional cost to the State.

#### **10. Telephone Inquiries**

- a. CONTRACTOR will provide a telephone number for the purpose of responding to inquiries regarding transportation by bus or TRAX. CONTRACTOR will operate the telephone line at least Monday through Friday from 8:00AM to 5:00PM Mountain Standard Time, or Mountain Daylight Time, as applicable.

#### **11. Disputes Between Parties**

- a. All disputes, including those involving reduction of payments, are subject to the Administrative Procedures Act (UCA Section 63G-4) and Utah Administrative Procedures, R410-14. CONTRACTOR has full rights to



appeal through the DEPARTMENT's administrative hearing process any action of the DEPARTMENT that adversely affects CONTRACTOR;

- b. The Parties agree to attempt to resolve disputes informally before resulting to administrative hearings or judicial action.

## **12. Legislative Action**

- a. If the Utah State Legislature enacts policy that eliminates all CONTRACTOR fares for all Utah residents, then this contract will be voided on the effective date specified in the bill.

## **G. CONFIDENTIALITY**

1. The content of this contract and any information each party learns from the other party about this transaction are confidential. Each party bears strict confidentiality obligations and may not disclose it without the written permission of the disclosing party.
2. Neither party shall not transmit the use of Member PII or PHI for the purposes of this contract. Identifiable characteristics of PII and PHI include, but are not limited to, Member name, Medicaid ID number, date of birth, place of residence, social security number, contact information, or any other identifying information.
3. A DEPARTMENT security risk assessment concluded neither PII nor PHI will be transferred that can identify a Member. The two numbers being transferred are only meaningful to the entities who hold the numbers. Therefore, this is a low risk and a BAA is not needed.
4. Notwithstanding the foregoing, both CONTRACTOR and the DEPARTMENT are subject to the Utah Government Records Access Management Act (UCA 63G-2) and must comply with its disclosure requirements.



Date: \_\_\_\_\_

To: Records Officer  
**Utah Transit Authority**  
 669 West 200 South  
 Salt Lake City, UT 84101

***UTA is a local district political subdivision of the State of Utah, subject to the provisions of the Governmental Records Access and Management Act ("GRAMA"), (see Utah Code Ann. §63G-2-101 et seq.) which defines the scope and nature of what records may be produced. Pursuant to Utah Code Ann. § 63G-2-206, et seq., UTA may share records classified as "private" "protected" "controlled" and / or "exempt if the requesting governmental entity provides certain written assurances. Please complete the form below and return to the Records Officer at the address listed above for consideration of the request.***

**The timeframe for this record sharing agreement the records will be provided is five years. (\*Please note, should the provisions under Utah Code Ann. 63G-2-2-206 change, a new record sharing agreement may be required):**

**Detailed description of records to be shared** (Please specify records requested)

Medicaid member transit pass recipients electronic toll collection customer account and travel information

---



---



---



---

- ☐ UTA will provide the specified record(s) pursuant under the Government Record Sharing Provisions of the Utah Government Records Access & Management Act, Utah Code § 63G-2-206(3)(a) to the Utah Department of Health, as they are authorized by state statute to receive the records for audit purposes and the record is needed for that purpose.

-

---



---

*\*Records requested through Record Share by another government agency are normally gathered without cost, unless the request requires extraordinary research and/or staff time. You will be notified, prior to release, if a fee will be associated with your request.*

**AFFIRMATION:**

I \_\_\_\_\_ hereby affirm:

- that the record(s) or record series is necessary to the performance of the governmental entity's duties and functions;

- that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained;
- the use of the record or record series produces a public benefit that is greater than or equal to the individual privacy right that protects the record or record series;

**I agree to maintain Utah Transit Authority’s *Protected* classification (see Utah Code 63G-2-302(1)(s)) of the record(s) and the accompanying restrictions on access. I acknowledge that by receiving the record(s) described above, I am subject to the same restrictions on disclosure of the record as Utah Transit Authority.**

- ☐ I agree that any requests for records obtained through this record sharing request through GRAMA, FOIA or other means shall be sent to Utah Transit Authority for response.
- ☐ I hereby acknowledge the terms and conditions outlined above for release of the requested records described above, and I hereby agree to abide by the provisions, as more completely outlined in the Utah Government Records Access and Management Act.

**Attached is verification of credentials or proof that shows my status as an employee of the governmental entity.** (A copy of a business card and/or government issued ID is sufficient.)

Signature
Title
Governmental Entity
Business Address
Business Telephone Number
Business Email Address



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Andrea Packer, Communications Director  
**PRESENTER(S):** Andrea Packer, Communications Director  
R&R Partners

**TITLE:**

---

**Benchmark Survey Report**

**AGENDA ITEM TYPE:**

Discussion

---

**RECOMMENDATION:**

Informational report for discussion

---

**BACKGROUND:**

Each year the Communications & Marketing Department, in coordination with our advertising agency, R&R Partners, conducts a Benchmark Survey to the general public throughout UTA's service area. The survey effort typically starts with focus groups, followed by a telephone survey. As part of the 2021-2022 Benchmark Survey, focus groups were conducted in fall 2021, followed by the telephone survey in January-February 2022.

The Benchmark Survey is a broad survey designed to guide staff's communications and marketing messaging strategy by assessing:

- Overall public perception of UTA as an organization
- Public perception of UTA's services
- High-level indicators of why people ride / don't ride
- High-level indicators of the top things that would encourage people to ride
- Do people see / remember hearing messages about UTA
- Where do people typically see / remember messages about UTA

---

**DISCUSSION:**

The team will make a presentation to the Board of Trustees about the key results from the 2021-2022 Benchmark Survey. Staff will be prepared to answer questions from the Board of Trustees.

---

**ALTERNATIVES:**

N/A

---

**FISCAL IMPACT:**

None.

---

**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 6/22/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Carlton Christensen, Chair of the Board of Trustees

**TITLE:**

---

**Strategy Session to Discuss Pending or Reasonably Imminent Litigation**

---

**AGENDA ITEM TYPE:**

Closed Session

---

**RECOMMENDATION:**

Approve moving to closed session for discussion of strategy to discuss pending or reasonably imminent litigation.

---

**BACKGROUND:**

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

---

**DISCUSSION:**

The purpose for this closed session is:

- Strategy session to discuss pending or reasonably imminent litigation.