

## Cover Sheet

General Information													
Project Name	SD100 Low Voltage Power Supply (LVPS) Overhaul												
Project Description	UTA is seeking proposals from qualified firms to overhaul the LVPS units on their SD100 vehicles.												
Anticipated Project Start Date	January 1, 2020												
Anticipated Project Substantial Completion Date	December 31, 2021												
Contract Type	Firm Fixed Price												
UTA Project Manager	Kyle Stockley												
Funding Source	Local funds.												
Procurement Process Information													
RFP Number	RFP 19-03155												
Contract Administrator	Ms. Jolene Higgins 669 West 200 South Salt Lake City, Utah 84101 (801) 287-1925 <a href="mailto:jhiggins@rideuta.com">jhiggins@rideuta.com</a>												
Evaluation Criteria	This is best-value procurement. Evaluation Criteria is listed in descending order of importance and will be rated on a numerical basis. See Part 2 for more information on the proposal content and rating method.												
<ul style="list-style-type: none"> <li>▪ Quality/Technical Factors                             <ul style="list-style-type: none"> <li>○ Technical Solutions</li> <li>○ Experience and Qualifications</li> <li>○ Project Schedule</li> </ul> </li> <li>▪ Price</li> </ul>													
<p>RFP Schedule:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 60%;">A) Issue Request for Proposals</td> <td style="text-align: right;">October 28, 2019</td> </tr> <tr> <td>B) Site visit</td> <td style="text-align: right;">November 11, 2019, 9:00 am</td> </tr> <tr> <td>C) Deadline to submit Questions and Request for Approved Equals or Changes</td> <td style="text-align: right;">November 18, 2019, 2:00 pm</td> </tr> <tr> <td>D) Last day for UTA to issue addenda and clarifications</td> <td style="text-align: right;">November 25, 2019</td> </tr> <tr> <td>E) <b>Deadline to submit Proposals</b></td> <td style="text-align: right;"><b>December 2, 2019, 2:00 pm</b></td> </tr> <tr> <td>F) Contract Award</td> <td style="text-align: right;">December 30, 2019</td> </tr> </tbody> </table>		A) Issue Request for Proposals	October 28, 2019	B) Site visit	November 11, 2019, 9:00 am	C) Deadline to submit Questions and Request for Approved Equals or Changes	November 18, 2019, 2:00 pm	D) Last day for UTA to issue addenda and clarifications	November 25, 2019	E) <b>Deadline to submit Proposals</b>	<b>December 2, 2019, 2:00 pm</b>	F) Contract Award	December 30, 2019
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<b>Included as part of this RFP</b>	
Part 1 Project Information	
Part 2 Procurement Process Information	
Part 3 Standard Terms of Solicitation	
Part 4 Standard Contract Terms/Sample Contract	
Part 5 Forms and Attachments	
<b>Proposal Contents</b>	
<p>Page Limit</p> <p>Cover pages, table of contents, divider tabs, resumes, the Price Proposal, conceptual plans and drawings, and required forms do not count toward the page limit.</p>	10 pages
<p>Submittal Instructions</p> <p>Proposals must be uploaded to SciQuest by the “Bid ends” date and time listed on SciQuest. Proposals uploaded after the deadline will be considered non-responsive. It is the responsibility of the Proposer to ensure that its Proposal is properly uploaded by the deadline.</p> <ul style="list-style-type: none"> <li>• Upload one copy of the Technical Proposal titled “19-03155 SD100 Low Voltage Power Supply (LVPS) Overhaul – Technical Proposal”, and</li> <li>• Upload one copy of the Price Proposal (separate file from the Technical Proposal) titled “JH SD100 Low Voltage Power Supply (LVPS) Overhaul - Price Proposal”.</li> </ul> <p>No fax or email submissions will be accepted.</p>	
<b>Required Forms</b>	
<p>To be considered responsive, Proposals must include those additional forms, and declarations listed below:</p> <p><b>Attachments</b></p> <p><b>Forms</b></p> <ul style="list-style-type: none"> <li>•</li> <li>• Form G - Pricing Form</li> <li>• Form H – Declarations</li> </ul>	



# UTAH TRANSIT AUTHORITY

669 West 200 South

Salt Lake City, UT 84101

## SD100 Low Voltage Power Supply (LVPS) Overhaul Request For Proposal

Reference : RFP 19-03155

Rev : 1

Release Date : 10/28/2019

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## Part 1 Project Information

### 1.01 System Overview

- A UTA has in operation 23 SD 100 Siemens light rail vehicles. Each vehicle has one LVPS. UTA also has 3 spare units which be included in this overhaul.
- B The low voltage power supply (LVPS) units are approximately 20 years old and require a comprehensive midlife overhaul to allow them to continue in service for an additional 15 years.
- C The units are powered by the nominal 750 Vdc line voltage and operate over the input voltage range of 525 to 1035 Vdc.
- D The output voltage of the LVPS is a nominal  $29.4 \pm 0.5\%$  and is adjustable from 26.5 to 30.6 Vdc.
- E Output power of the unit is 10 kW with a maximum total output current of 340 A. Battery charging current of up to 51 A is provided via a separate charging output.
- F UTA will provide the OEM parts list and maintenance manuals to the successful proposer. The manuals provide block diagrams only, not detailed schematics.

### 1.02 Scope of Work

- A The LVPS midlife overhaul scope of work shall include the cleaning, disassembly, refurbishment, necessary repairs, minor paint touchups, replacement of the components (as needed to meet the service life requirement for an additional 15 years) and, testing of the LVPS unit.
- B All work and testing shall be conducted in accordance with IEEE 16 and/or IEC 60287-1.
- C The overhaul procedure shall be in accordance with the OEM manufacturing/repair processes except where otherwise agreed.
- D UTA personnel shall be responsible for the removal and installation of the LVPS units and any associated components from the vehicles.
- E All mounting hardware and fasteners shall also be sourced and fitted by UTA except as otherwise specified below.
- F To the extent possible design improvements that have been made to the LVPS since UTA originally purchased the SD100 fleet shall be incorporated into the overhauled units (subject to UTA approval).
- G The Proposer shall provide a description of its recent design and manufacturing experience in providing overhaul services for static converters/inverters on rail transit vehicles including work currently being performed as described in Part 2.03.C.

#### 1.02.01 Receiving Inspection and Test

- A On receipt, each LVPS shall undergo a thorough inspection and testing process to ascertain the condition of the unit prior to the commencement of any overhaul activities. APTA-RT-VIM-RP-016-03 shall be used as a guide for the receiving inspection.

- B Prior to initiating the receiving and inspection process the exterior of the LVPS unit must be cleaned using vacuum cleaners, plastic brushes, and/or dry cloths.
- C The Contractor shall perform a functional test of the unit to confirm proper operation prior to beginning any disassembly work. It is the responsibility of the Contractor to change any defective item that is required, whether or not the part is listed in the OEM manuals.
- D Any out of scope work identified shall be brought to the attention of UTA before any remedial work is undertaken. All additional costs of repair or replacement not included in the midlife overhaul scope must be approved by UTA on a case-by-case basis

#### 1.02.02 Overhaul

- A During the disassembly process all parts shall be inspected for cracks, breaks and any obvious physical damage.
  - i Inspect all wires and terminals for any obvious physical damage. If found, replace defective wire and/or terminals.
  - ii Inspect hinges and latches for bends or wear. If found, replace defective hinge or latch.
  - iii Inspect for missing or damaged decals and replace as required.
  - iv Report any other damage to UTA for disposition.
- B The Contractor shall clean every component using a vacuum and/or approved cleaner agent and lint-free rags. Compressed air shall not be used in cleaning unless specifically approved by UTA.
- C All gaskets, sealing compounds, O-rings, and other elastomeric components shall be replaced.
- D All high voltage and liquid filled electrolytic capacitors, including those mounted on printed circuit cards, shall be replaced.
- E Replacement includes the following capacitors;
  - i Main input capacitor
  - ii Chopper module input capacitors
  - iii All electrolytic capacitors on the printed circuit boards
- F The main input and chopper module capacitor are anticipated to be 240  $\mu$ F, 1500 Vdc. All capacitor values are to be verified by the Contractor and submitted to UTA.
- G Reforming of electrolytic capacitors is not acceptable.
- H The diagnostic board (A09) lithium battery shall be replaced and labeled with date of installation.
- I The three relays mounted on the diagnostic board (A09) shall be replaced.
- J Each overhauled LVPS unit must bear a stamp or tag identifying the overhaul date. The location of the stamp or tag shall be approved by UTA.

#### 1.02.03 Testing and final Inspection.

- A The Contractor shall submit a test set-up for the LVPS unit showing all input and output power connections and all input and output connections of the control, monitoring and diagnostic signals to the satisfaction of UTA so that the LVPS unit shall perform its rated functions without any defect once it is plugged-in in a good operating vehicle. In other words, the testing facility shall simulate that the LVPS shall operate as if it is connected to an actual vehicle.
- B The Contractor shall perform insulation resistance testing on the completed unit.
  - i High voltage circuits shall be tested at 3000 Vac-rms for one minute.
  - ii Low voltage circuits shall be tested at 900 Vac-rms for one minute.
- C Each overhauled unit shall be operated at full load for one hour as a burn-in test prior to shipment.

#### 1.02.04 IGBT Replacement

- A All IGBT modules shall be disassembled and cleaned.
- B All IGBTs (Mitsubishi CM300HA24H) and wiring from the gate driver boards shall be replaced.

#### 1.03 Quantity

- A Using the enclosed price form, the Contractor shall provide a firm fixed price for 26 LVPS units.
- B Using the enclosed price form, The Contactor shall provide a firm fixed price for the replacement of the IGBT described above.

#### 1.04 Float pool

- A The Contractor will be provided with a maximum of 2 LVPS units at any one time.
- B To the extent possible, shipments to and from UTA will be in sets of 2 LVPS units.

#### 1.05 Materials and Workmanship

- A The Contractor shall ensure that the refurbished LVPS unit is functioning and operating properly, was inspected, measured, repaired, and painted according to the procedures mutually agreed upon with UTA.
- B The Contractor shall submit tool calibration certificates.
- C The Contractor will be expected to address other issues that are discovered by UTA personnel during delivery or installation that weren't discovered during the initial inspection, evaluation, and repair of the LVPS unit.

#### 1.06 Shipment

- A The Contractor shall receive and deliver repaired unit assembly to UTA's warehouse at 613 West 6960 South, Salt Lake City, 84047, unless otherwise advised by UTA.

- i UTA will prepare the units to be overhauled for pick-up by the Contractor's designee provided the Contractor provides the shipping containers and preparation instructions to UTA.
- B Any damage incurred in shipping the repaired assembly to UTA is the sole responsibility of the Contractor.
- C All shipping costs shall be the responsibility of the Contractor.

#### 1.07 Schedule

- A The Contractor shall overhaul the LVPS units at a minimum rate of 2 LVPS units per month.
- B The overhaul work shall begin within 3 months of the contract award date.

#### 1.08 Warranty

- A The contractor shall provide a warranty to repair or replace defective LVPS units for a period of 2 years from date of acceptance by UTA. The warranty shall be tracked by serial number on a per unit basis. For the defects identified during warranty period, the contractor shall submit the scope of corrective work to UTA for review and approval. The maximum time allowed to carry out such work shall not exceed 10 working days after the Contractor receives the failed unit(s). Hardware repair procedures, and time lines, shall be approved by UTA. When an identical failure of a new component, system, subsystem, major assembly, subassembly, product, part, apparatus, article, or other Material occurs within the applicable warranty period on 10% or more of the LVPS units furnished by the Manufacturer, then 100% of such item, including those with expired warranty, will be deemed to require an approved redesign, replacement, or adjustment under this warranty. Such warranty actions will be termed a "fleet defect" and will be cured only by a field modification instruction (FMI) approved by UTA's PM.

#### 1.09 Additions and Changes

- A All items added or changed on the contract shall be approved by the Project Manager or designee. It is the Vendor's responsibility to notify UTA's Contract Administrator of the approved additions or changes. Contract Administrator will then amend the contract, and notify the Contractor in writing of the official acceptance of the change order. Changes are not effective until confirmed by formal amendment.

#### 1.10 Documentation

- A Prior to the commencement of work the Contractor shall submit the following documentation in a UTA approved format:

- i Quality Assurance Plan – NTP + 30 days
  - ii Receiving Inspection and Test Procedures – NTP + 30 days
  - iii Post-Overhaul Inspection and Test Procedures – NTP + 30 days
  - iv Detailed work procedures – NTP + 60 days
  - v Inspection and Test Reports – 5 days prior to Shipment to UTA
  - vi Repair procedures – as required.
  - vii Drawings – as required.
- B A Quality Control Log Sheet for each LVPS unit overhauled. The sheets must be used to record all inspection and test data and must accompany the LVPS unit from receipt through return to UTA.
- C At a minimum, the log sheet must include the serial number of the LVPS unit, test and inspection procedures and results, dates on which the inspection or test was conducted, and identification of the individual responsible for the work. The sheet must reserve space for the inspector/tester to enter comments for clarification or unusual conditions.

## 1.11 Quality Requirements

- A UTA shall have the right to inspect the Contractor's repair shop and any LVPS before it is returned to UTA. UTA shall also have the right to witness any repairs performed on the unit assembly.
- B The Contractor shall prepare and submit a Quality Assurance plan for UTA review and approval.
- C The Contractor shall notify UTA when repair work will be performed, and when the first unit assembly is ready and available for First Article Inspection. Sufficient notice shall be provided to allow UTA to be present for the inspections. All related documentations shall be submitted to UTA no less than 10 working days prior to scheduled inspection.
- D The Contractor shall successfully complete a quality inspection and functional test each unit before the unit is returned to UTA.

## Part 2 Procurement Process Information

### 2.01 Proposal Format

- A Proposals must adhere to the following format:
  - a Proposals should be submitted using 8 ½ by 11 inch format. 11 by 17 inch format may be used for charts, tables, and schedules. No text should be included on 11 by 17 inch format except for text that is required for the interpretation of the chart, table, or schedule.
  - b Proposals should be submitted using a minimum of 12-point font.
  - c If a Proposal is submitted in double-sided format, both sides of the page will be counted against the Page Limit.
  - d Proposals must not exceed the Page Limit shown on the RFP Cover Page. Brochures and similar generic marketing materials shall not be submitted.
- B Failure to follow the format described above may result in the proposal being deemed non-responsive.

### 2.02 Site Visit

- A A Site Visit will be held as set forth on the Cover Page. Proposer will be permitted to visit UTA and premises to collate their own information and gain a full understanding of the UTA fleets, operation and systems. Proposer will be allowed take pictures. Those attending must wear personal protective equipment such as safety glasses and orange vest. UTA will provide safety vests upon request.

If UTA discovers an error, ambiguity or omission in the RFP (including ambiguities regarding the scope of work) as a result of a site visit, questions posed during the site visit, or information shared at the site visit, UTA reserves the right to issue an addendum to the RFP to address the error, ambiguity, or omission. Verbal statements made by UTA or its consultants at the site visit are not binding on UTA. Only a written addendum issued by UTA can change the terms of the RFP. If a Proposer desires to confirm that an alternative discussed at the site visit is acceptable to UTA, the Proposer must submit a Request for Approved Equal pursuant to Part 3 of this RFP.

### 2.03 Proposal Content

- A The Proposal should consist of the following sections with divider tabs which clearly identify, in the order listed below, the following information:
  - a **Tab 1: Cover Letter**  
Explain the interest of the Proposer in the work covered by this RFP and identify the Proposer's point of contact name, address, telephone, and e-mail address. Limit the cover letter to one page.

**b Tab 2: Technical Solutions**

Sufficient information shall be included to allow UTA to evaluate the Proposer's approach and its capability to perform the work in compliance with the technical and quality requirements of this RFP.

**c Tab 3: Experience and Qualifications**

Proposer shall provide a minimum of 3 references of prior experience in the repair and/or overhaul of low voltage power supplies for rail vehicle applications. References shall include contact names, email addresses, and telephone numbers.

**d Tab 4: Schedule**

A proposed schedule meeting the minimum required delivery schedule, including mobilization, shipment times, and overhaul work at the Contractor's facility.

**e Tab 5: Forms**

Proposal Declaration Form

- B Price shall be submitted using the price form provided in Part 5 as set forth in the Cover Sheet. **PRICE FORM MUST BE UPLOADED IN SCIOQUEST AS A SEPARATE FILE FROM THE TECHNICAL PROPOSAL.**

## 2.04

### Weighting of Evaluation Criteria

- A This is a best value procurement wherein the award will be made to the responsive and responsible respondent whose Proposal is determined to be the most advantageous to UTA, with the evaluation taking into consideration both the technical factors and pricing factors. In the evaluation, the technical and pricing factors shall be weighted as follows:
- i Technical Factors (70% of evaluation) comprised of the following subfactors:
    - a Technical Solutions (30% of evaluation).
    - b Experience and Qualifications (30% of evaluation).
    - c Project Schedule (10% of evaluation).
  - ii Price Proposal Providing Reasonable Pricing and Cost Certainty (30% of evaluation)
    - a Base Cost of Overhaul shall be evaluated for Proposers deemed technically responsive to the RFP.



# REQUEST FOR PROPOSALS

## Part 3 Standard Terms of Solicitation

### A. INSTRUCTIONS TO PROPOSERS

#### 1. Submission of Proposals.

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

For ease of review, UTA may also request delivery of hard copies of Proposals (see RFP Cover Sheet).

#### 2. Minimum Standards.

This RFP sets forth the minimum requirements that all Proposals must meet. Failure to submit Proposals in accordance with this RFP may render the Proposal unacceptable or non-responsive. UTA may, in its sole discretion, waive minor irregularities in a Proposal that do not alter the quality or quantity of the information provided.

#### 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), procurement information related to this procurement will not be made public until after execution of the Contract with the successful Proposer. Procurement information includes the Proposals submitted by Proposers in response to this RFP and any accompanying documentation, as well as records maintained by UTA during the procurement process.

UTA will maintain a process to ensure confidentiality for the duration of this procurement. If the Proposer submits information in its Proposal that it believes is "trade secret," the Proposer must follow the procedure set forth in Section 63G-2-309 of GRAMA.

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

- a) Clearly mark all trade secret information as such in its Proposal at the time the Proposal is submitted and include a cover sheet stating “DOCUMENT CONTAINS TRADE SECRET INFORMATION” and identifying each section and page which has been so marked;
- b) Include a statement with its Proposal justifying the Proposer’s determination that certain records are trade secret information for each record so defined

- c) In addition to the Proposal uploaded to SciQuest, upload a second copy of the Proposal (as an attachment) that has all the trade secret information deleted, and label such copy of the Proposal "Public Copy." If a Proposer uploads a Proposal containing no trade secret information, no "Public Copy" need be submitted. However, any Proposer that submits a Proposal containing no trade secret information must so certify in a cover letter to its Proposal; and
- d) Defend any action seeking release of the records it believes to be trade secret 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 Proposal, the Proposer agrees that this indemnification survives as long as the trade secret information is in possession of UTA.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are identified as trade secret information as specified above. No liability will attach to UTA for the errant release of trade secret information by UTA under any circumstances.

#### **4. Submitting Questions to UTA**

Questions and Requests for changes to the RFP 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.

#### **5. Requests for Approved Equals or Changes**

Whenever a brand, manufacturer, or product name is indicated in this RFP, 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 must be submitted via SciQuest through the Q&A page. 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.

Any request for an approved equal 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 RFP requirement.

UTA will only assess requests for approved equals if the price of the substitute product is competitive with the price of the product specified in the RFP, to be determined by UTA in its sole discretion.

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

## **6. Addenda to the Request for Proposals**

UTA reserves the right to make changes to the RFP, by issuing a written addendum to the RFP which will be posted to SciQuest.

## **7. Multiple or Alternative Proposals**

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

## **8. Withdrawal of Proposals**

A Proposer may withdraw its Proposal from SciQuest before the Proposal due date without prejudice to itself.

## **9. Cost of Proposals**

UTA is not liable for any costs incurred by Proposers in the preparation, presentation, or negotiation of Proposals submitted in response to this RFP.

## **10. Examination of Request for Proposals**

The submission of a Proposal constitutes an acknowledgment upon which UTA may rely that the Proposer: (i) has thoroughly examined and is familiar with the RFP, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the RFP, 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 Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Proposer from any obligations with respect to the Proposer's Proposal or to any contract awarded pursuant to this RFP. No reduction or modification in the Proposer's obligations will be allowed based upon a lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

## **11. Firm Offer**

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

## **12. Disclosure of Organizational Conflicts of Interest**

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Proposer is unable, or potentially unable, to render impartial assistance or advice to UTA; a Proposer's objectivity in performing the work identified in this RFP is or might be otherwise impaired; or a Proposer has an unfair competitive advantage. If a Proposer 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 Proposal, and describe the measures taken by the Proposer 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 Proposer, or may be mitigated by taking further measures.

### **13. No Collusion**

By submitting a Proposal, the Proposer represents and warrants that its Proposal is genuine and not a sham, and that the Proposer has not colluded with any other parties regarding this procurement process. If UTA learns that the Proposal is not genuine, or that the Proposer 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

#### **B. E-VERIFY**

Each Proposer and each person signing on behalf of any Proposer certifies as to its own entity, under penalty of perjury, that the named Proposer has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.

Signing the Proposal is deemed the Proposer's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including Utah Code Ann. § 63G-12-302.

The successful Proposer shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

UTA will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Furthermore, non-compliance with this section is a material breach of the Contract.

#### **C. SELECTION PROCESS**

##### **1. No Public Opening**

This is an RFP and, as such, the Proposals submitted in response to this RFP will not be subject to a public opening.

##### **2. UTA's Procurement Options**

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

- select a Proposer based solely on the written Proposals, with or without subsequent negotiations;
- ask for more information or Clarifications before making a selection;
- use Presentations/Interviews/Problem-Solving Exercises before making a selection;
- determine a Competitive Range, conduct Discussions, and/or request Best and Final Offers (BAFO) before making a selection;
- if a material error in the RFP is discovered during the evaluation process, UTA may issue an addendum to all Proposers that have submitted Proposals requesting revised Proposals based upon the corrected RFP.
- decline to accept any Proposal;
- re-advertise;
- cancel the procurement; or
- elect to otherwise procure the needed services in accordance with UTA policy and procedures.

UTA reserves the right to negotiate price, scope, schedule, and other contract terms with the preferred Proposer after a selection is made.

### **3. Responsibility**

UTA will not select a Proposer 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

### **4. Checking References**

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

### **5. Requests for Clarification**

The Proposer 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 Proposal non-responsive, (ii) evaluate the Proposal as submitted, or (iii) issue a Request for Clarifications to the Proposer stating the information needed and a date and time by which the information must be provided. If the Proposer does not respond to the Request for Clarifications in a timely manner, or if the Proposer's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Proposal non-responsive.

All requests for Clarification will be in writing via SciQuest Q&A page, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

### **6. Presentations / Interviews / Problem-Solving Exercises**

UTA may utilize presentations, interviews, and/or problem-solving exercises during this procurement if, at the sole discretion of UTA, it is considered to be in UTA's best interest. If UTA determines that presentations and/or interviews and/or problem-solving exercises are in its best interest, UTA will notify all or a short-list of the most highly qualified Proposers of the decision to utilize presentations and/or interviews and/or problem-solving exercises and schedule the presentations and/or interviews and/or problem-solving exercises in such a way as to not unduly delay the procurement process.

UTA reserves the right, in its sole discretion, to conduct multiple rounds of presentations and/or interviews and/or problem-solving exercises, if it deems necessary to do so, with one or more Proposers.

### **7. Competitive Range**

UTA may declare a Competitive Range including only those Proposers that have a reasonable chance of being selected. UTA will declare a Competitive Range, if it chooses to do so, after a careful analysis of the Proposals.

### **8. Discussions**

UTA may, at its sole discretion, conduct written and/or verbal Discussions with any of the Proposers in the Competitive Range regarding the content of their Proposal. If Discussions are held, they will be held with all Proposers in the Competitive Range.

### **9. Best and Final Offers**

Although UTA reserves the right to issue a request for Proposal revisions (including Best and Final Offers), UTA is under no obligation to do so. UTA may make its selection and award based on the initial Proposals submitted.

If UTA requests Proposal revisions and/or BAFOs, Proposers in the Competitive Range may be informed of and requested and/or allowed to revise their Proposals, including correction of any weaknesses, minor irregularities, errors, and/or deficiencies identified to the Proposers by UTA following initial evaluation of the Proposals. The request for Proposal revisions and/or BAFOs will allow adequate time for the Proposers to revise their Proposals. Upon receipt of the Proposal revisions and/or BAFOs, the process of evaluation will be repeated. The process will consider the revised information and re-evaluate and revise ratings as appropriate. Although this RFP allows for Proposal revisions and/or BAFOs, all efforts will be made to make a selection based on initial Proposals. If Discussions are held, UTA will attempt to limit the selection process to a single BAFO following Discussions. If a Proposal revision and/or BAFO is requested of a Proposer, and that Proposer opts to not submit a Proposal revision and/or BAFO, that Proposer's original Proposal or most recent Proposal revision, as appropriate, will be treated as its BAFO.

## **10. Best Value Determination**

This is a Best Value procurement, in which selection of a Proposer is based on the combination of price and qualitative components set forth on the RFP Cover Sheet. Accordingly, UTA might not select the Proposal with the lowest price, or the Proposal with the highest qualitative/ technical rating. UTA will select the responsible Proposer whose Proposal is deemed to be the most advantageous to UTA.

## **11. Negotiations**

After selection but prior to award of the Contract, UTA may, at its sole discretion, either conduct negotiations with the successful Proposer or UTA may choose to not conduct negotiations with the successful Proposer and award the Contract to the successful Proposer based on its written Proposal and any additional information received during Discussions and Proposal revisions and/or BAFOs, if conducted.

If UTA and the selected Proposer are unable to reach a meeting of the minds on the scope, contractual terms, and/or price of the Contract, then UTA may, in its sole discretion, negotiate with the next most advantageous Proposer or choose to terminate the procurement in its entirety.

Once negotiations have been terminated with any Proposer, the negotiations may not be reopened with that Proposer under any circumstances.

If UTA receives only one responsive Proposal, UTA reserves the right to negotiate all elements of the Proposal and the Contract with the sole responsive Proposer, including, but not limited to, profit.

## **12. Notice to Unsuccessful Proposers**

Following execution of the Contract between UTA and the successful Proposer, UTA will inform unsuccessful Proposers of the number of Proposals received by UTA and the name of the successful Proposer. UTA will attempt to give this notice promptly after the Contract execution. However, UTA's failure to give this notice will not be deemed to affect the validity of the Contract.

## **13. Debriefs**

Upon request by an unsuccessful Proposer, UTA may, but is not required to, hold debriefs for the sole purpose of discussing, in a limited way, the strengths and weaknesses of an unsuccessful Proposal.

#### **D. PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-101 *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 hand delivery, by recognized overnight courier service or by certified or registered mail, addressed as follows:

Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101  
Attn: Robert Biles, Procurement Officer  
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

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 subject to an administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered 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.*



## REQUEST FOR PROPOSALS

### Part 4 Standard Contract Terms/Sample Contract

UTA CONTRACT NO. \_\_\_\_\_

#### GOODS SUPPLY AGREEMENT

[INSERT DESCRIPTION OF THE GOODS]

THIS GOODS SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_ (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and [INSERT NAME OF CONTRACTOR], a [INSERT DESCRIPTION OF ENTITY TYPE] (the “Contractor”).

#### RECITALS

WHEREAS, on [INSERT PROPOSAL DUE DATE], UTA received competitive proposals to provide [INSERT DESCRIPTION OF THE GOODS] and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in [INSERT RFP NUMBER] (the “RFP”); and

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

WHEREAS, the [INSERT NAME AND DATE OF PROPOSAL TO BE INCORPORATED INTO CONTRACT] proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

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

#### AGREEMENT

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

#### GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods in accordance with the Contract (including performing any installation, testing commissioning and other Services described in the Contract).

TERM[SELECT ONE OF THE FOLLOWING]

[OPTION 1 FOR “ONE-OFF” ORDER SCOPE]

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than **[INSERT REQUIRED COMPLETION DATE]**. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

#### **[OPTION 2 FOR "DEFINITE PERIOD" CONTRACT]**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a **[INSERT INITIAL TERM LENGTH]**- year period expiring **[INSERT INITIAL TERM EXPIRATION DATE]**. UTA may, at its sole election and in its sole discretion, extend the initial term for up to **[INSERT NUMBER OF OPTION YEARS]** additional one-year option periods, for a total Contract period not to exceed **[INSERT TOTAL CONTRACT PERIOD CONTEMPLATED IN PRICING SHEET]** years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

#### **1. COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with Exhibit **[INSERT REFERENCE TO CONFORMED BID SHEET]**. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit **[INSERT REFERENCE TO CONFORMED BID SHEET]**. If Exhibit **[INSERT REFERENCE TO CONFORMED BID SHEET]** does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed.

#### **2. 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 Materials Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

#### **3. INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a) Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

- b) Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c) After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d) Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

#### 4. **INVOICING PROCEDURES AND RECORDS**

- a) Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit **[INSERT REFERENCE TO CONFORMED BID SHEET]**. If Exhibit **[INSERT REFERENCE TO CONFORMED BID SHEET]** does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- 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.

#### 5. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly

repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade.

## **6. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

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

## **7. GENERAL INDEMNIFICATION**

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

## **8. INSURANCE REQUIREMENTS**

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA 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 the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

c. 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	\$2,000,000
• Personal and Advertising Injury	\$2,000,000
• Each Occurrence	\$2,000,000

The policy shall be endorsed to include the following additional insured language: “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 the Contract.

Combined Single Limit (CSL)	\$2,000,000
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The policy shall be endorsed to include the following additional insured language: “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

Policy shall contain a waiver of subrogation against UTA.

d. 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 the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure for the Contract; for its 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.

e. 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 the Contractor from potential insurer insolvency.

f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

#### **9. OTHER INDEMNITIES**

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

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

#### **10. INDEPENDENT CONTRACTOR**

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

#### **11. USE OF SUBCONTRACTORS**

- a) Contractor shall not subcontract any services to be performed by it under the Contract other than those listed and identified in Contractor's proposal without prior approval of UTA.
- b) Contractor shall pay all subcontractors for satisfactory performance of their contracts no later than ten (10) days from receipt of each payment UTA makes to Contractor, unless other arrangements are agreed to in writing by the parties involved. UTA shall have no obligations to any subcontractors retained by Contractor.

#### **12. CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems management company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA

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

### 13. **ASSIGNMENT OF CONTRACT**

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

### 14. **TERMINATION**

a. 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. If Contractor materially fails to deliver the Goods in accordance with the Contract requirements, fails to perform any Services in the manner called for in the Contract, or fails to comply with any of its obligations under the Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within seven (7) days after receipt of written notice from UTA, UTA may, at its discretion:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. 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.

d. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

### 15. **CHANGES**

UTA may direct changes to the Contract. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). No change in the Contract shall be made unless made pursuant to a mutually executed written instrument designated to be a change order or contract amendment. Oral changes to the Contract are not permitted.

#### 16. **AUDIT**

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

#### 17. **FINDINGS CONFIDENTIAL**

a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors 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.

b. It is hereby agreed that the following information is not considered to be confidential:

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

#### 18. **PROJECT MANAGER**

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

#### 19. **CONTRACT ADMINISTRATOR**

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

#### 20. **PROHIBITED INTEREST**

No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

21. **NOTICES OR DEMANDS**

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

If to UTA:

Utah Transit Authority

ATTN: Grants & Contracts Administrator

669 West 200 South

Salt Lake City, UT 84101

If to Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## 22. **DISPUTE RESOLUTION**

a. 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.

b. 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 [SECOND LEVEL]/Contractor's [SECOND LEVEL]	Five calendar days
UTA's [THIRD LEVEL]/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.

c. If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

## 23. **GOVERNING LAW**

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

## 24. **SEVERABILITY**

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

## 25. **AMENDMENTS**

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

## 26. **NO THIRD PARTY BENEFICIARIES**

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

## 27. **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.

28. **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 facsimile transmission of a signed original of the Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

29. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 8, 9, 10, 11, 16, 18, 19, 22, 24, 25, 26, 28 and 29.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the day and year first above written.

**UTAH TRANSIT AUTHORITY:**

**XXXX**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Fed ID# \_\_\_\_\_

Approved as to Form

Reviewed & Recommended

\_\_\_\_\_

\_\_\_\_\_

UTA Legal Counsel

UTA Project Manager

UTA Project Code

Approved As To Form:

\_\_\_\_\_

UTA Legal Counsel



## REQUEST FOR PROPOSALS

### Part 5 Forms and Attachments

- **Proposal Declaration Form**
- **Form G - Pricing**

## PROPOSAL DECLARATIONS FORM

**TO:** Jolene Higgins, Sr. Strategic Sourcing Specialist

Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101

Having examined all the documents, general conditions and instructions, and work scope entitled “SD100 Low Voltage Power Supply (LVPS) Overhaul 19-03155” dated October 18, 2019 the undersigned requests consideration to furnish the services required by said documents exclusive of all Federal excise taxes, local sales and use taxes for the sum as mutually agreed to in the final contract documents.

### A. JOINT VENTURE

The undersigned bidder/proposer is a joint venture which is comprised of the following persons, firms, or corporations. Enclosed is a copy of the Joint Venture Agreement entered into between the parties. Disadvantaged owned companies must be indicated in the column marked by a "D" below:

% of

<u>Contract</u>	<u>"D"</u>	<u>Firm</u>	<u>Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If there are no such persons, firms, or corporations, please so state in the following space:

**B. SUBCONTRACTORS:**

The undersigned bidder/proposer proposes to have the following work performed by subcontractors. Disadvantaged-owned companies must be indicated in the column marked by a "D".

**LIST OF SUBCONTRACTORS**

<u>Item of Work</u>	<u>% of Contract</u>	<u>"D"</u>	<u>Proposed Subcontractor</u>	<u>Address</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

If there are no such persons, firms, or corporations, please so state in the following space:

The participation of disadvantaged-owned companies as shown above will be incorporated into any contract awarded as a result of this invitation or request.

The undersigned bidder/proposer does hereby certify that the above listed subcontractors have full knowledge that their names have been offered as subcontractors for the work, and the bidder/proposer further certifies that these subcontractors have consented to listing their names herein.

**C. ADDENDA**

The undersigned bidder/proposer acknowledges receipt of the following addenda:

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

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

**D. SIGNATURE**

The undersigned bidder/proposer certifies that it and each of its subcontractors possess an adequate supply of workers qualified to perform the work specified herein; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with prevailing wage requirements, minimum wages, maximum hours of work, and equal opportunity provisions contained in the general conditions of the contract.

This bid/proposal is submitted upon the declaration that neither I (we) nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding/proposing in connection with this bid/proposal.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Bidder/Proposer:

If an individual:

doing business as \_\_\_\_\_.

By \_\_\_\_\_

If a partnership:

By \_\_\_\_\_, General Partner

If a corporation: \_\_\_\_\_.

a \_\_\_\_\_ corporation,

By \_\_\_\_\_, President

Attest: \_\_\_\_\_

Secretary

If a joint venture:

A joint venture comprised of:

\_\_\_\_\_ Name

\_\_\_\_\_

By

and

\_\_\_\_\_

Name

\_\_\_\_\_

By

Business Address of Bidder/Proposer:

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip Code (or Province and Country)

\_\_\_\_\_

Area Code and Telephone Number of Bidder/Proposer

Form G - Pricing Form

**Base Order**

<b>Ref</b>	<b>Scope</b>	<b>Price</b>
1.	Unit Cost Base Overhaul	
2.	Unit Cost IGBT Replacement	

<b>3.</b>	<b>Total cost of base overhaul</b> 1. * 26	
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<b>4.</b>	<b>Total cost of IGBT Replacement</b> 2. * 26	
<b>5</b>	<b>Total Cost of both 3 and 4 above</b>	

**All shipping costs must be included in the price above.**

**PRICE FORM MUST BE UPLOADED IN SCIQUEST AS A SEPARATE FILE FROM THE TECHNICAL PROPOSAL**