

Regular Meeting of the
Board of Trustees of the Utah Transit Authority

Wednesday, October 23, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



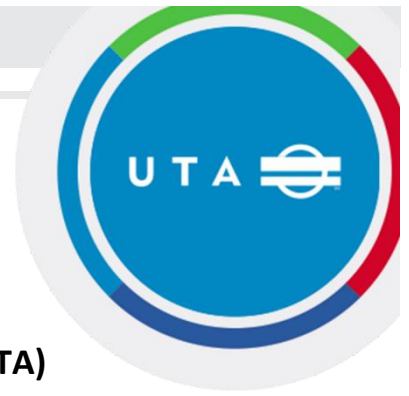
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|---|----------------------------------|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. Public Comment Period | Bob Biles |
| 5. Approval of October 9, 2019 Board Meeting Minutes | Chair Carlton Christensen |
| 6. Agency Report | Carolyn Gonot |
| 7. Financial Report – September 2019 | Bob Biles |
| 8. Third Quarter 2019 Investment Report | Bob Biles |
| 9. Contracts, Disbursements and Grants | |
| a. Change Order: Bus Shelter Contract Extension (Brasco International Inc.) | Mary DeLoretto |
| b. Change Order: Paratransit/Flex Route Cutaway Vehicles (Lewis Bus Group) | Eddy Cumins |
| c. Pre-procurement: Forty-Five Foot Commuter Buses | Eddy Cumins |
| 10. Discussion Items | |
| a. Agency 2020 Tentative Budget | Carolyn Gonot, Bob Biles |
| b. UTA Fare Policy Update | Monica Morton |
| 11. Other Business | Chair Carlton Christensen |
| a. Next meeting: October 30, 2019 at 9:00 a.m. | |
| 12. Closed Session | Chair Carlton Christensen |
| a. Strategy session to discuss pending or reasonably imminent litigation. | |
| 13. Adjourn | Chair Carlton Christensen |

Public Comment: Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through www.rideuta.com. In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to boardoftrustees@rideuta.com. To be distributed to the Board of Trustees prior to the meeting or be included in the meeting minutes, online or email comments must be received by 2:00 p.m. the day before the meeting.

Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting callredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

**If there is a train near, don't give in to fear,
just remember that the trains cannot steer.**





**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
October 9, 2019**

Board Members Present:

Carlton Christensen, Chair

Beth Holbrook

Kent Millington

Also attending were members of UTA staff, as well as interested citizens and members of the media.

Call to Order, Opening Remarks, and Pledge of Allegiance. Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

Safety First Minute. Chair Christensen yielded the floor to Sheldon Shaw, UTA Acting Safety & Security Manager, for a brief safety message.

Public Comment Period. No public comment was given.

Consent Agenda. The consent agenda consisted of the following:

- Approval of September 26, 2019 Budget Work Session Meeting Minutes
- Approval of October 2, 2019 Board Meeting Minutes

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

Agency Report. Carolyn Gonot, UTA Executive Director, mentioned a maintenance careers open house the agency is sponsoring on Saturday, October 12.

She also spoke about a request for complimentary service for a tour of the Vineyard FrontRunner site that is scheduled to take place on Friday, October 11. Ms. Gonot indicated the complimentary service would be included on the next board meeting agenda. Discussion ensued. There were no concerns expressed by the board in offering the service. A question on the safety requirements for the tour was posed by the board and answered by Ms. Gonot.

R2019-10-02 Resolution Adopting the Authority's 2020-2024 Capital Plan. Mary DeLoretto, UTA Acting Chief Service Development Officer, summarized updates to the 2020-2024 Capital Plan resulting from discussions in the board budget workshops. The plan now includes additional multi-year projects and long-lead items. Also, funding for ticket vending machine compliance was changed from bonding to leasing and the title of the Vineyard double track project was changed to the northern Utah County double track project.

A motion to approve R2019-10-02 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

R2019-10-03 Resolution Authorizing the Issuance and Sale by the Authority of Its Sales Tax Revenue and Refunding Bonds in the Aggregate Principal Amount of Not to Exceed \$540,000,000; and Related Matters. Bob Biles, UTA Chief Financial Officer, was joined by Blake Wade, UTA bond counsel; Bob McKinney, with Wells Fargo; and Brian Baker with Zions Bank. Mr. Biles explained the resolution, which authorizes designated officers to proceed with a bond issue within defined parameters. He then detailed the timeline associated with the bond sale. Discussion ensued. Questions on references in the resolution to the State Bonding Commission and effects of market volume on the bond sale were posed by the board and answered by staff.

A motion to approve R2019-10-03 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

R2019-10-04 Resolution Approving a Fifth Amendment of the Authority's 2019 Budget. Mr. Biles summarized the amendment, which adds \$75 million to the 2019 budget to fund the bonded portion of the 2020-2024 Capital Plan.

A motion to approve R2019-10-04 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

R2019-10-05 Resolution Authorizing Execution of Amendment 1 to the Interlocal Cooperation Agreement with Salt Lake County Regarding Matching Funds for TIGER Grant Projects.

Chair Christensen clarified that he did not have involvement with the TIGER project during his employment at Salt Lake County. Ms. DeLoretto indicated the resolution authorizes additional funding from Salt Lake County for South Jordan-Herriman-Draper bike lanes and Parley's Trail improvements.

A motion to approve R2019-10-05 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

Contracts, Disbursements, and Grants.

Contract: Consolidated Timekeeping and Scheduling (Kronos Incorporated). Rob Lamph, UTA Senior Accountant, described the contract, which replaces and consolidates existing timekeeping and scheduling systems. Discussion ensued. Questions on the number of timekeeping systems for the agency and the new system's connectivity to JD Edwards were posed by the board and answered by Mr. Lamph.

A motion to approve the contract was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Change Order: Purchase Order for Mobile Gateways (Sierra Wireless). Dan Harmuth, UTA IT Director, summarized the change order for the purchase of 145 on-board mobile gateway upgrades for the UTA bus fleet. Discussion ensued. Questions on the speed, cellular service provider selection process, potential need for future purchases, lifespan of the gateways, and maintenance history were posed by the board and answered by Mr. Harmuth.

A motion to approve the change order was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

Pre-Procurement: Future of Light Rail Study. Ms. DeLoretto was joined by Levi Roberts, UTA Strategic Planner III. Ms. DeLoretto stated the agency's intention to procure a consultant to evaluate and recommend capital improvements to the TRAX and Streetcar system. She added the study will be performed in two phases to allow inclusion of recommendations for TRAX options at the Point of the Mountain. Discussion ensued. Questions on the inclusion of light rail crossing upgrades, growth projections, incorporation of findings in the long-range plans, and timelines for the procurement were posed by the board and answered by staff.

Grant: Workplace Electric Vehicle Charging (Department of Environmental Quality and Rocky Mountain Power). Ms. DeLoretto explained the grant opportunity for installation of 39 electric vehicle chargers at UTA facilities. Discussion ensued. Questions on the dispersal of chargers at different sites was posed by the board and answered by Ms. DeLoretto.

Service and Fare Approvals.

Monica Morton, UTA Fares Director, was joined by Andrea Packer, UTA Communications Director, and Jaron Robertson, UTA Acting Director of Innovative Mobility Solutions.

Fare Parameters for South Salt Lake County Microtransit Pilot. Ms. Morton outlined proposed fares for the South Salt Lake County Microtransit Pilot. Extended discussion ensued. Questions on credit card parameters, fare box recovery projections, best practices for microtransit fare collections, complexity of UTA's fare system, promotional pricing, and branding were posed by the board and answered by staff. Chair Christensen suggested allowing frontloading of fares to avoid multiple merchant fees for credit card use.

The board acknowledged that testing fare payment is an important component of the pilot, but suggested reevaluating and simplifying the fare structure. The board expressed the desire to reduce overall complexity in fares, in part by establishing a microtransit fare that is easy for riders to understand and by using payment media that are accessible and streamlined.

As fares were discussed, the issue of pricing was raised. The board indicated that UTA's standard bus fare (\$2.50) is acceptable, but that it would also be acceptable to allow some flexibility for promotional pricing.

The board requested regular updates on the progress of the microtransit pilot.

No vote was taken on the item. The board instructed staff to return at a future meeting with revised parameters.

Discussion Items.

Committee on Accessible Transportation Charter. Cherissa Alldredge, UTA Civil Rights Compliance Officer for ADA, provided an overview of the Committee on Accessible Transportation (CAT). She then spoke about current CAT goals and summarized the connection between the board and the CAT. Discussion ensued. The board expressed appreciation for the work of the CAT.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, October 23, 2019 at 9:00 a.m.

Adjournment. The meeting was adjourned at 10:34 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
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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/pm/sitemap/notice/562807.html> for entire content.

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



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Bob Biles, Chief Financial Officer

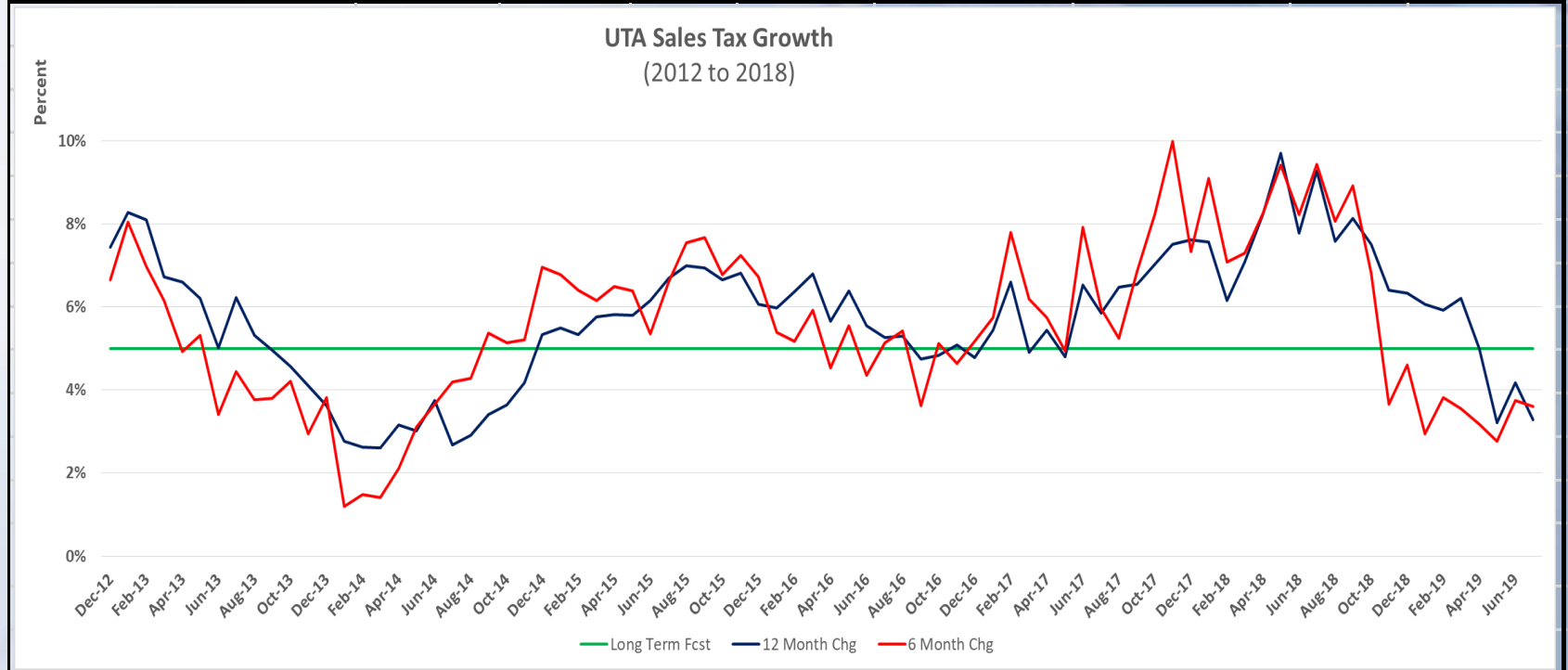
BOARD MEETING DATE: October 23, 2019

SUBJECT:	Financial Report – September 2019
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 September 2019 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 September Monthly Financial Statements.
DISCUSSION:	At the October 23 meeting, the CFO will review the Board Dashboard key items, sales tax collections, and operating expense variances and receive questions from the Board of Trustees.
ATTACHMENTS:	<ol style="list-style-type: none">1. September 2019 Board Dashboard2. September 2019 Monthly Financial Statements

UTA Board Dashboard

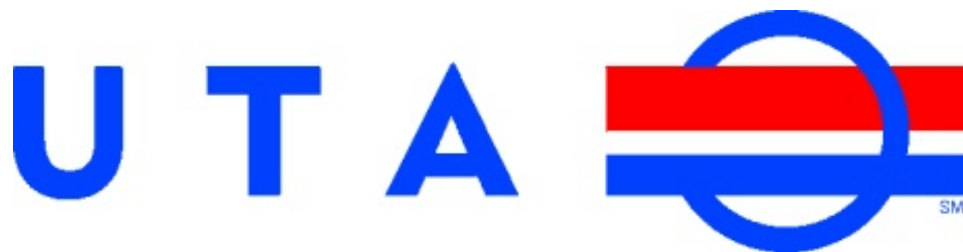
September 2019

Financial Metrics	Fav/ (Unfav)				Fav/ (Unfav)			
	Aug Actual	Aug Budget		%	YTD Actual	YTD Budget		%
Sales Tax (July '19 mm \$)	\$ 28.1	\$ 26.1	\$ 2.03	● 7.8%	\$ 171.8	\$ 168.7	\$ 3.09	● 1.8%
Fare Revenue (mm)	\$ 4.5	\$ 4.6	\$ (0.11)	● -2.4%	\$ 39.7	\$ 40.0	\$ (0.29)	● -0.7%
Operating Exp (mm)	\$ 23.5	\$ 24.8	\$ 1.31	● 5.3%	\$ 210.8	\$ 220.0	\$ 9.18	● 4.2%
Subsidy Per Rider (SPR)	\$ 4.63	\$ 5.50	\$ 0.87	● 15.8%	\$ 5.21	\$ 5.50	\$ 0.29	● 5.3%
UTA Diesel Price (\$/gal)	\$ 2.13	\$ 2.50	\$ 0.37	● 15.0%	\$ 2.04	\$ 2.50	\$ 0.46	● 18.3%
Operating Metrics	Aug Actual	Aug-18	F/(UF)	%	YTD Actual	YTD 2018	F/(UF)	%
Ridership (mm)	4.10	4.04	0.1	● 1.5%	32.85	32.85	(0.0)	● 0.0%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.85					



Utah Transit Authority
Financial Statement
(Unaudited)

September 30, 2019



KEY ITEM REPORT
(UNAUDITED)
As of September 30, 2019

EXHIBIT 1-1

	2019 YTD ACTUAL	2019 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 229,420,214	\$ 228,134,944	\$ 1,285,270	1%
2 Passenger Revenue	39,724,902	40,019,238	(294,336)	-1%
3 Other Revenue	66,139,405	60,167,251	5,972,154	10%
4 Total Revenue	335,284,521	328,321,433	6,963,088	2%
5 Net Operating Expenses	(210,799,465)	(219,982,526)	9,183,061	4%
Net Operating Income (Loss)	124,485,056	108,338,907	16,146,149	15%
6 Debt Service	92,177,841	94,071,864	1,894,023	2%
7 Other Non-Operating Expenses	3,543,868	4,252,663	708,795	17%
8 Sale of Assets	(379,540)	-	379,540	
9 Contribution to Capital Reserves	\$ 29,142,887	\$ 10,014,381	\$ 19,128,506	
10 Bond Debt Service - Series 2016 UT COUNTY	1,508,971			
11 Amortization	(4,825,415)			
12 Depreciation	108,244,984			
13 Total Non-cash Items	\$ 104,928,540			

GOALS

RIDERSHIP

2018 Actual	September 2019	September 2018	Difference	2019 YTD	2018 YTD	Difference
14 44,200,955	4,101,267	4,039,537	61,731	32,852,273	32,853,294	-1,021

OPERATING SUBSIDY PER RIDER -

	SPR
16 Net Operating Expense	\$ 210,799,465
17 Less: Passenger Revenue	- (39,724,902)
18 Subtotal	171,074,563
19 Divided by: Ridership	÷ 32,852,273
20 Subsidy per Rider	<u>\$ 5.21</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of September 30, 2019

EXHIBIT 1-2

BALANCE SHEET

	<u>9/30/2019</u>	<u>9/30/2018</u>
CURRENT ASSETS		
1 Cash	\$ 10,886,722	\$ 11,802,162
2 Investments (Unrestricted)	82,193,632	82,760,810
3 Investments (Restricted)	121,604,990	151,666,769
4 Receivables	67,582,359	63,557,057
5 Receivables - Federal Grants	47,779,106	27,516,833
6 Inventories	35,845,873	35,521,967
7 Prepaid Expenses	3,357,308	2,158,461
8 TOTAL CURRENT ASSETS	<u>\$ 369,249,990</u>	<u>\$ 374,984,059</u>
9 Property, Plant & Equipment (Net)	3,016,564,480	3,053,477,009
10 Other Assets	145,200,140	144,233,485
11 TOTAL ASSETS	<u>\$ 3,531,014,610</u>	<u>\$ 3,572,694,553</u>
12 Current Liabilities	28,906,972	24,287,565
13 Other Liabilities	268,083,729	274,235,030
14 Net Pension Liability	131,548,114	100,876,554
15 Outstanding Debt	2,188,561,916	2,200,346,565
16 Equity	913,913,879	972,948,839
17 TOTAL LIABILITIES & EQUITY	<u>\$ 3,531,014,610</u>	<u>\$ 3,572,694,553</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	39,020,060	37,815,498
19 2018 Bond Proceeds	30,675,350	58,694,824
20 Debt Service Interest Payable	31,345,981	27,148,291
21 Risk Contingency		7,663,947
22 Box Elder County ROW (sales tax)	7,411,282	6,865,369
23 Mountain Accord		149,706
24 Joint Insurance Trust	6,336,834	4,246,184
25 UT County Bond Proceeds		1,473,595
26 Davis County Escrow	1,221,753	
27 SL County Escrow (Streetcar Double Track)	1	
28 Amounts held in escrow	5,593,729	7,609,355
29 TOTAL RESTRICTED RESERVES	<u>\$ 121,604,990</u>	<u>\$ 151,666,769</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
30 General Reserves	\$ 7,862,739	
31 Service Sustainability Reserves	9,166,000	\$ 13,916,046
32 Fuel Reserve		1,915,000
33 Parts Reserve		3,000,000
34 Operating Reserve		25,976,619
35 Capital Reserve	10,700,000	
36 Debt Reduction Reserve	65,351,615	39,963,175
37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 93,080,354</u>	<u>\$ 84,770,840</u>
38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 214,685,344</u>	<u>\$ 236,437,609</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of September 30, 2019

REVENUE & EXPENSES

	ACTUAL Sep-19	ACTUAL Sep-18	YTD 2019	YTD 2018
REVENUE				
1 Passenger Revenue	\$ 4,462,293	\$ 3,773,414	\$ 39,724,902	\$ 37,680,484
2 Advertising Revenue	204,167	200,000	1,837,500	1,800,000
3 Investment Revenue	1,152,722	370,675	5,177,887	4,664,769
4 Sales Tax	32,223,078	27,381,363	229,420,214	210,758,470
5 Other Revenue	767,362	181,827	10,996,726	6,771,762
6 Fed Operations/Preventative Maint.	5,185,254	5,762,579	48,127,292	46,069,735
7 TOTAL REVENUE	\$ 43,994,876	\$ 37,669,858	\$ 335,284,521	\$ 307,745,220
OPERATING EXPENSE				
8 Bus Service	\$ 8,469,752	\$ 7,432,748	\$ 76,700,013	\$ 70,907,730
9 Commuter Rail	1,982,144	2,148,700	17,933,591	18,209,228
10 Light Rail	3,335,836	3,222,146	28,130,977	26,765,853
11 Maintenance of Way	1,661,386	1,732,766	13,334,262	12,012,268
12 Paratransit Service	1,860,541	1,301,280	16,737,945	15,578,588
13 RideShare/Van Pool Services	318,727	115,720	2,352,987	2,161,733
14 Operations Support	3,774,657	3,668,127	35,219,058	33,493,552
15 Administration	2,058,633	1,942,746	20,390,632	21,271,922
16 TOTAL OPERATING EXPENSE	\$ 23,461,676	\$ 21,564,233	\$ 210,799,465	\$ 200,400,873
17 NET OPERATING INCOME (LOSS)	\$ 20,533,200	\$ 16,105,625	\$ 124,485,056	\$ 107,344,347
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 456,093	\$ 302,379	\$ 3,543,868	\$ 3,298,409
19 Bond Principal	166,667	182,778	14,698,242	19,046,666
20 Bond Interest	7,892,473	7,901,567	71,424,875	70,961,146
21 Bond Cost of Issuance/Fees	4,500	-	72,325	1,048,622
22 Lease Cost	756,059	514,896	5,982,399	4,900,485
23 Sale of Assets	(35,161)	(80,344)	(379,540)	(5,323,404)
24 TOTAL NON-OPERATING EXPENSE	\$ 9,240,631	\$ 8,821,276	\$ 95,342,169	\$ 93,931,924
25 CONTRIBUTION TO CAPITAL RESERVES	\$ 11,292,569	\$ 7,284,349	\$ 29,142,887	\$ 13,412,423
OTHER EXPENSES (NON-CASH)				
26 Bond Debt Service - Series 2007A CAB		\$ -		\$ 69,069
27 Bond Debt Service - Series 2016 UT COUNTY	\$ 166,172		\$ 1,508,971	
28 Bond Premium/Discount Amortization	(1,285,887)	(1,062,172)	(11,572,983)	(9,650,361)
29 Bond Refunding Cost Amortization	682,153	683,649	6,139,382	6,152,842
30 Future Revenue Cost Amortization	67,577	67,576	608,186	608,185
31 Depreciation	11,819,160	(22,721,099)	108,244,984	71,205,171
32 NET OTHER EXPENSES (NON-CASH)	\$ 11,449,175	\$ (23,032,046)	\$ 104,928,540	\$ 68,384,906

ACTUAL REPORT
(UNAUDITED)
As of September 30, 2019

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Sep-19	Sep-19	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 4,462,293	\$ 4,574,209	\$ (111,916)	-2%
2 Advertising Revenue	204,167	207,000	(2,833)	-1%
3 Investment Revenue	1,152,722	715,167	437,555	61%
4 Sales Tax	32,223,078	30,391,003	1,832,075	6%
5 Other Revenue	767,362	157,083	610,279	389%
6 Fed Operations/Preventative Maint.	5,185,254	5,515,667	(330,413)	-6%
7 TOTAL REVENUE	\$ 43,994,876	\$ 41,560,128	\$ 2,434,748	6%
OPERATING EXPENSE				
8 Bus Service	\$ 8,469,752	\$ 8,921,892	\$ 452,140	5%
9 Commuter Rail	1,982,144	2,028,650	46,506	2%
10 Light Rail	3,335,836	2,929,731	(406,105)	-14%
11 Maintenance of Way	1,661,386	1,579,601	(81,785)	-5%
12 Paratransit Service	1,860,541	2,003,645	143,104	7%
13 RideShare/Van Pool Services	318,727	268,420	(50,307)	-19%
14 Operations Support	3,774,657	4,100,943	326,286	8%
15 Administration	2,058,633	2,942,228	883,595	30%
16 TOTAL OPERATING EXPENSE	\$ 23,461,676	\$ 24,775,110	\$ 1,313,434	5%
17 NET OPERATING INCOME (LOSS)	\$ 20,533,200	\$ 16,785,018	\$ 3,748,182	22%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 456,093	\$ 373,275	\$ (82,818)	-22%
19 Bond Principal	166,667	166,667	-	0%
20 Bond Interest	7,892,473	7,736,780	(155,693)	-2%
21 Bond Cost of Issuance/Fees	4,500	4,500	-	0%
22 Lease Cost	756,059	772,122	16,063	2%
23 Sale of Assets	(35,161)	-	35,161	
24 TOTAL NON-OPERATING EXPENSE	\$ 9,240,631	\$ 9,053,344	\$ (187,287)	-2%
25 CONTRIBUTION TO CAPITAL RESERVES	\$ 11,292,569	\$ 7,731,674	\$ 3,560,895	-46%
OTHER EXPENSES (NON-CASH)				
26 Bond Debt Service - Series 2007A CAB	\$ -			
27 Bond Debt Service - Series 2016 UT COUNTY	166,172			
28 Bond Premium/Discount Amortization	(1,285,887)			
29 Bond Refunding Cost Amortization	682,153			
30 Future Revenue Cost Amortization	67,577			
31 Depreciation	11,819,160			
32 NET OTHER EXPENSES (NON-CASH)	\$ 11,449,175			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of September 30, 2019

YEAR TO DATE

	ACTUAL Sep-19	BUDGET Sep-19	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 39,724,902	\$ 40,019,238	\$ (294,336)	-1%
2 Advertising Revenue	1,837,500	1,846,001	(8,501)	0%
3 Investment Revenue	5,177,887	6,436,500	(1,258,613)	-20%
4 Sales Tax	229,420,214	228,134,944	1,285,270	1%
5 Other Revenue	10,996,726	2,243,750	8,752,976	390%
6 Fed Operations/Preventative Maint.	48,127,292	49,641,000	(1,513,708)	-3%
7 TOTAL REVENUE	\$ 335,284,521	\$ 328,321,433	\$ 6,963,088	2%
OPERATING EXPENSE				
8 Bus Service	\$ 76,700,013	\$ 78,108,823	\$ 1,408,810	2%
9 Commuter Rail	17,933,591	18,419,026	485,435	3%
10 Light Rail	28,130,977	27,248,472	(882,505)	-3%
11 Maintenance of Way	13,334,262	13,595,040	260,778	2%
12 Paratransit Service	16,737,945	17,435,314	697,369	4%
13 RideShare/Van Pool Services	2,352,987	2,415,788	62,801	3%
14 Operations Support	35,219,058	36,394,831	1,175,773	3%
15 Administration	20,390,632	26,365,232	5,974,600	23%
16 TOTAL OPERATING EXPENSE	\$ 210,799,465	\$ 219,982,526	\$ 9,183,061	4%
17 NET OPERATING INCOME (LOSS)	\$ 124,485,056	\$ 108,338,907	\$ 16,146,149	15%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 3,543,868	\$ 4,252,663	\$ 708,795	17%
19 Bond Principal	14,698,242	16,999,999	2,301,757	14%
20 Bond Interest	71,424,875	70,957,798	(467,077)	-1%
21 Bond Cost of Issuance/Fees	72,325	40,300	(32,025)	-79%
22 Lease Cost	5,982,399	6,073,767	91,368	2%
23 Sale of Assets	(379,540)	-	379,540	
24 TOTAL NON-OPERATING EXPENSE	\$ 95,342,169	\$ 98,324,527	\$ 2,982,358	3%
25 CONTRIBUTION TO CAPITAL RESERVES	\$ 29,142,887	\$ 10,014,381	\$ 19,128,506	-191%
OTHER EXPENSES (NON-CASH)				
26 Bond Debt Service - Series 2007A CAB	\$ -			
27 Bond Debt Service - Series 2016 UT COUNTY	\$ 1,508,971			
28 Bond Premium/Discount Amortization	(11,572,983)			
29 Bond Refunding Cost Amortization	6,139,382			
30 Future Revenue Cost Amortization	608,186			
31 Depreciation	108,244,984			
32 NET OTHER EXPENSES (NON-CASH)	\$ 104,928,540			

CAPITAL PROJECTS
(UNAUDITED)
As of September 30, 2019

EXHIBIT 1-6

	2019 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 1,655,589	\$ 5,872,734	28.2%
2 INFORMATION TECHNOLOGY	1,082,405	8,783,718	12.3%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	1,164,522	2,863,935	40.7%
4 CAPITAL PROJECTS	23,095,459	93,017,360	24.8%
5 PROVO OREM BRT	1,994,245	10,591,896	18.8%
6 AIRPORT STATION RELOCATION	296,720	2,650,000	11.2%
7 STATE OF GOOD REPAIR	19,777,644	33,373,856	59.3%
8 TIGER	1,810,656	14,106,723	12.8%
9 TOTAL	<u>\$ 50,877,240</u>	<u>\$ 171,260,222</u>	29.7%
REVENUES			
10 GRANT	\$ 10,811,597	\$ 62,482,278	17.3%
11 STATE CONTRIBUTION	1,927,788	5,065,699	38.1%
12 LEASES (PAID TO DATE)	6,659,482	11,103,282	60.0%
13 BONDS	14,881,631	25,077,792	59.3%
14 LOCAL PARTNERS	2,326,931	17,013,733	13.7%
15 UTA FUNDING	14,269,811	50,517,438	28.2%
16 TOTAL	<u>\$ 50,877,240</u>	<u>\$ 171,260,222</u>	29.7%

As of September 30, 2019

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Sep-19	Sep-18	2019	2018
UTA				
Fully Allocated Costs	23,461,676	21,564,233	210,799,466	200,400,873
Passenger Farebox Revenue	4,462,293	3,773,414	39,724,902	37,680,484
Passengers	4,101,267	4,039,537	32,852,273	32,853,294
Farebox Recovery Ratio	19.0%	17.5%	18.8%	18.8%
Actual Subsidy per Rider	\$4.63	\$4.40	\$5.21	\$4.95
BUS SERVICE				
Fully Allocated Costs	10,991,576	9,897,834	100,980,898	94,502,217
Passenger Farebox Revenue	1,823,052	1,295,271	16,421,698	14,507,999
Passengers	1,887,205	1,764,311	15,141,955	14,151,355
Farebox Recovery Ratio	16.6%	13.1%	16.3%	15.4%
Actual Subsidy per Rider	\$4.86	\$4.88	\$5.58	\$5.65
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,686,472	6,515,437	57,967,711	55,542,526
Passenger Farebox Revenue	1,497,015	1,355,069	13,019,430	13,277,838
Passengers	1,583,176	1,641,804	12,428,481	13,422,278
Farebox Recovery Ratio	22.4%	20.8%	22.5%	23.9%
Actual Subsidy per Rider	\$3.28	\$3.14	\$3.62	\$3.15
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,262,293	3,323,851	29,523,736	29,575,366
Passenger Farebox Revenue	467,944	415,684	4,238,354	4,310,338
Passengers	472,473	464,505	3,851,815	3,733,873
Farebox Recovery Ratio	14.3%	12.5%	14.4%	14.6%
Actual Subsidy per Rider	\$5.91	\$6.26	\$6.56	\$6.77
PARATRANSIT				
Fully Allocated Costs	2,014,022	1,546,889	18,223,676	17,148,926
Passenger Farebox Revenue	334,719	380,795	3,103,283	2,652,691
Passengers	69,843	68,645	601,298	630,130
Farebox Recovery Ratio	16.6%	24.6%	17.0%	15.5%
Actual Subsidy per Rider	\$24.04	\$16.99	\$25.15	\$23.01
RIDESHARE				
Fully Allocated Costs	507,313	280,223	4,103,446	3,631,839
Passenger Farebox Revenue	339,562	326,596	2,942,137	2,931,617
Passengers	88,570	100,272	828,725	915,658
Farebox Recovery Ratio	66.9%	116.5%	71.7%	80.7%
Actual Subsidy per Rider	\$1.89	(\$0.46)	\$1.40	\$0.76

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Sep-19	Sep-18	2019	2018
FULLY ALLOCATED COSTS				
Bus Service	\$10,991,576	\$9,897,834	\$100,980,898	\$94,502,217
Light Rail Service	\$6,686,472	\$6,515,437	\$57,967,711	\$55,542,526
Commuter Rail Service	\$3,262,293	\$3,323,851	\$29,523,736	\$29,575,366
Paratransit	\$2,014,022	\$1,546,889	\$18,223,676	\$17,148,926
Rideshare	\$507,313	\$280,223	\$4,103,446	\$3,631,839
UTA	\$23,461,676	\$21,564,233	\$210,799,466	\$200,400,873
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,823,052	\$1,295,271	\$16,421,698	\$14,507,999
Light Rail Service	\$1,497,015	\$1,355,069	\$13,019,430	\$13,277,838
Commuter Rail Service	\$467,944	\$415,684	\$4,238,354	\$4,310,338
Paratransit	\$334,719	\$380,795	\$3,103,283	\$2,652,691
Rideshare	\$339,562	\$326,596	\$2,942,137	\$2,931,617
UTA	\$4,462,293	\$3,773,414	\$39,724,902	\$37,680,484
PASSENGERS				
Bus Service	1,887,205	1,764,311	15,141,955	14,151,355
Light Rail Service	1,583,176	1,641,804	12,428,481	13,422,278
Commuter Rail Service	472,473	464,505	3,851,815	3,733,873
Paratransit	69,843	68,645	601,298	630,130
Rideshare	88,570	100,272	828,725	915,658
UTA	4,101,267	4,039,537	32,852,273	32,853,294
FAREBOX RECOVERY RATIO				
Bus Service	16.6%	13.1%	16.3%	15.4%
Light Rail Service	22.4%	20.8%	22.5%	23.9%
Commuter Rail Service	14.3%	12.5%	14.4%	14.6%
Paratransit	16.6%	24.6%	17.0%	15.5%
Rideshare	66.9%	116.5%	71.7%	80.7%
UTA	19.0%	17.5%	18.8%	18.8%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$4.86	\$4.88	\$5.58	\$5.65
Light Rail Service	\$3.28	\$3.14	\$3.62	\$3.15
Commuter Rail Service	\$5.91	\$6.26	\$6.56	\$6.77
Paratransit	\$24.04	\$16.99	\$25.15	\$23.01
Rideshare	\$1.89	(\$0.46)	\$1.40	\$0.76
UTA	\$4.63	\$4.40	\$5.21	\$4.95

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of September 30, 2019

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 47,779,106	\$ 47,779,106	\$ -	\$ -	\$ -	\$ -
2 Local Contributions ²	58,856,233	59,212,157	-	-	-	-
3 Warranty Recovery	988,367	988,367	-	-	-	-
4 Product Sales and Development	1,486,426	476,667	1,004,990	1,891	3,267	(389)
5 Pass Sales	503,717	532,616	(3,351)	(61,274)	1,778	33,948
6 Property Management	148,909	85,177	7,703	11,905	5,692	38,432
7 Vanpool/Rideshare	74,090	28,853	1,828	4,198	86	39,125
8 Capital Development Agreements	819,881	127,012	-	-	-	692,869
9 Mobility Management	5,900	-	-	-	-	5,900
10 Paratransit	11,250	11,250	-	-	-	-
11 Other ³	4,687,586	4,331,662	-	-	-	-
12 Total	\$115,361,465	\$113,572,867	\$ 1,011,170	\$ (43,280)	\$ 10,823	\$ 809,885

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.6%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 Product Sales and Development	32.1%	67.6%	0.1%	0.2%	0.0%	0.0%
17 Pass Sales	105.7%	-0.7%	-12.2%	0.4%	6.7%	
18 Property Management	57.2%	5.2%	8.0%	3.8%	25.8%	
19 Vanpool/Rideshare	38.9%	2.5%	5.7%	0.1%	52.8%	
20 Capital Development Agreements	15.5%	0.0%	0.0%	0.0%	84.5%	
21 Mobility Management	0.0%	0.0%	0.0%	0.0%	100.0%	
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	92.4%	0.0%	0.0%	0.0%	0.0%	
24 Total	98.4%	0.9%	0.0%	0.0%	0.0%	0.7%

¹ Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

² Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

³ Build American Bond Tax Credits, fuel tax credit

FROM SEPTEMBER 1, 2019 THROUGH SEPTEMBER 30, 2019
(UNAUDITED)

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
15-1251TP	PROVO-OREM BRT	7/15/2015	KIEWIT/CLYDE	348059	9/5/2019 \$ 261,032.59
15-1383TB	DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882023	9/5/2019 229,945.67
15-1383TB	DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882023	9/5/2019 229,945.67
16-1846TP	ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	882024	9/5/2019 450,063.76
16-1846TP	ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	882024	9/5/2019 450,063.76
RISK			MARVIN ACKMAN & HIS ATTORNEY	58484	9/11/2019 200,000.00
15-1383TB	DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882078	9/12/2019 224,883.26
R2018-05-09			ROCKY MOUNTAIN POWER	348328	9/19/2019 319,524.34
19-03021	BUS LIFT INSTALLATION @ MB AND OGDEN	5/10/2019	STERIL KONI USA, INC.	348329	9/19/2019 366,710.76
18-2851	UTA INSURANCE BROKERAGE SERVICES	11/28/2018	ALLIANT INSURANCE SERVICES	348331	9/19/2019 1,443,219.07
18-2741	DEPOT DISTRICT CLEAN FUEL TECHNOLOC	8/22/2018	BIG D CONSTRUCTION	348387	9/19/2019 914,179.04
14-1109TH	ADA PARATRANSIT AND ROUTE DEVIATION	9/1/2014	MV PUBLIC TRANSPORTATION	882143	9/19/2019 220,335.86
UT13-064GL	PROJECT MGMT SERVICES	3/3/2014	WSP USA	882144	9/19/2019 237,548.00
15-1383TB	DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882145	9/19/2019 390,177.54
R2018-05-09			ROCKY MOUNTAIN POWER	882146	9/19/2019 452,693.66
15-1383TB	DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882206	9/26/2019 361,344.31



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer and Treasurer
PRESENTER(S): Bob Biles, Chief Financial Officer and Treasurer

BOARD MEETING DATE: October 23, 2019

SUBJECT:	Third Quarter 2019 Investment Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The Third Quarter 2019 Investment Report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.</p>
DISCUSSION:	<p>During the third quarter, the Treasurer chose to take advantage of low interest rates and sold UTA's investments in U.S. Government agencies of \$39,961,457 achieving gains totaling \$584,640. Those funds, which had been earning approximately 2.00% were reinvested in the Public Treasurer's Investment Fund ("PTIF") at an overnight interest rate of 2.57%.</p> <p>As of September 30, the benchmark return (3-month T-bill) was 2.04%. Investment returns at the PTIF (2.57%) and Zions Capital Advisors (2.64%) exceeded the benchmark return while the overnight return at Zions Bank (1.85%) was below the benchmark return. The blended portfolio return of 2.53% exceeded the benchmark by 49 basis points (0.49%).</p> <p>All investments are in accordance with the Money Management Act.</p>
ATTACHMENTS:	Third Quarter 2019 Investment Report

Utah Transit Authority

Investment Portfolio

September 30, 2019

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No current Investments						
		\$ -				

Zions Capital Advisors	\$ 28,410,088.53	2.637%	\$ 749,174
Zions Bank	\$ 12,158,853.39	1.850%	\$ 224,939
Public Treasurer's Investment Fund	<u>\$ 163,681,069.89</u>	2.566%	<u>\$ 4,199,707</u>
Total Investments	<u><u>\$ 204,250,011.81</u></u>	2.533%	<u><u>\$ 5,173,820</u></u>

Rates as of Last Trading Day of

	<u>July</u>	<u>August</u>	<u>September</u>
Zions Capital Advisors	2.489%	2.477%	2.637%
Public Treasurer's Investment Fund	2.827%	2.688%	2.566%
Benchmark Return*	2.400%	2.130%	2.040%

*Benchmark Return is the highest of either the 3 Month T Bill rate or the Fed Funds rate.

Investments Purchased

July 1 through September 30, 2019

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No purchases this quarter						

Investments Sold

July 1 through September 30, 2019

Investment	CUSIP	Amount Invested	Date Sold	Sale Amount	Interest Earned	Gain
FAMCA 1.800%	3132X0WX5	\$ 4,952,250.00	8/29/2019	\$ 5,037,150.00	\$ 23,000.00	\$ 71,764.61
FHLB 2.030%	3130ACS96	\$ 4,982,373.61	9/4/2019	\$ 3,586,603.61	\$ 18,157.22	\$ 69,040.76
FFCB 2.08%	3133EHM91	\$ 4,992,900.00	9/5/2019	\$ 5,115,986.11	\$ 26,577.78	\$ 82,727.62
FFCB 2.08%	3133EHM91	\$ 4,987,466.67	9/5/2019	\$ 5,115,986.11	\$ 26,577.78	\$ 87,695.27
FHLB 2.000%	313380GJ0	\$ 5,015,494.44	9/6/2019	\$ 5,070,240.00	\$ 25,555.56	\$ 66,518.87
FHLB 2.000%	313380GJ0	\$ 5,011,255.56	9/6/2019	\$ 5,070,240.00	\$ 25,555.56	\$ 68,248.16
FHLB 2.000%	313380GJ0	\$ 5,011,405.56	9/6/2019	\$ 5,070,240.00	\$ 25,555.56	\$ 68,299.24
FHLB 2.000%	313380GJ0	\$ 5,008,311.11	9/6/2019	\$ 5,070,240.00	\$ 25,555.56	\$ 70,345.22
		<u>\$ 39,961,456.95</u>				<u>\$ 584,639.75</u>



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto
PRESENTER(S): Mary DeLoretto

BOARD MEETING DATE: October 23, 2019

SUBJECT:	Bus Shelter Contract Extension (Brasco International Inc.)
AGENDA ITEM TYPE:	Expense Contract Change Order
RECOMMENDATION:	Authorize the Executive Director to execute the option to extend the contract with Brasco International Inc. for one year, in the amount of \$702,102, bringing the new contract total to \$1,560,592.
BACKGROUND:	<p>As part of an ongoing effort to improve the customer experience for our bus riding customers, the Service Planning team in coordination with the Customer Experience team has developed a 5-year capital improvement program that specifically addresses the condition of every bus stop in the system, most critically bringing the stops into ADA compliance. One component of the improvements includes the placement of shelters at locations (currently without shelters) with demonstrated high boarding activity.</p> <p>In 2016, UTA selected Brasco International Inc. through an RFP process to provide Passenger Waiting Shelters to UTA. The contract was put into place to allow UTA to lock in prices for various sizes of bus shelters for a period of time. The contract provides for UTA to purchase 50 to 150 shelters per year. The contract is for three years and includes a one year option.</p>
DISCUSSION:	<p>UTA intends to exercise the one year option referenced in the Invitation For Bid (IFB), Part 1. At this time, UTA has plans to purchase 103 shelters for a total cost of \$445,905.00, which leaves a balance of 47 shelters remaining on the Contract. It is estimated that UTA may spend an additional \$256,197.00 if the 47 shelters remaining on the contract are to be purchased, bringing the total value of this Amendment to \$702,102.00. UTA may not purchase all 150 shelters, but this extension and contract allows UTA the flexibility if the need is there.</p> <p>This action by the Board contributes to the solution of improving the customer experience of the UTA bus riding customers. The authorization of the execution of this contract option allows the Planning and Customer Experience teams to expedite orders for shelters at a guaranteed price for another year.</p>

	The original RFP process conducted in 2016 was conducted according to UTA procurement rules and regulations.	
CONTRACT SUMMARY:	Contractor Name: Brasco International Inc.	
	Contract Number: 16-1782JH	Existing Contract Value: \$858,490
	Base Contract Effective Dates: 8/22/2016 - 8/22/2019	Extended Contract Dates: 10/10/2019 - 10/9/2020
	Amendment Amount: \$702,102	New/Total Amount Contract Value: \$1,560,592
	Procurement Method: Request for Bids	Funding Sources: UTA Capital Funds (Local and Federal)
ALTERNATIVES:	If the contract option is not authorized, UTA will need to start the procurement process again. This may delay bus shelter orders and the current shelter prices will not be guaranteed.	
FISCAL IMPACT:	The money associated with this amendment has been budgeted in UTA's 2019 Capital Budget.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Original Contract/IFB 2) Contract Amendment 2 	

October 9, 2019

Brasco International Inc.
Sean Loewe
32400 Industrial Drive
Madison Heights, MI 48071

RE: Contract #16-1782JH Passenger Waiting Shelters

CONTRACT AMMENDMENT NO. 2

Dear Mr. Loewe:

The purpose of this letter is to amend the current Agreement between Brasco International Inc. and Utah Transit Authority (UTA) dated August 22, 2016, Contract Number 16-1782JH. This letter (Amendment No.1) shall exercise the one year option referenced in the Invitation For Bid (IFB), Part 1 to extend the contract from October 10, 2019 thru October 9, 2020. Exhibit B "Passenger Waiting Shelters 16-1782JH Option Year pricing" is attached hereto, if you are in agreement with the above referenced amendment, please sign on the line indicated below.

UTAH TRANSIT AUTHORITY

BRASCO INTERNATIONAL INC.

By: _____ Date: _____
Carolyn M. Gonot
Executive Director

By: _____ Date: _____
Sean Loewe
Sales Manager

By: _____ Date: _____
Laura Hanson
Director of Planning

Approved as to Form and Content

Michael Bell
Assistant Attorney General
UTA Counsel



Exhibit B

Passenger Waiting Shelters 16-1782JH Option Year Pricing

Description	Brasco Price
Shelter 1	
A. 4' X 8' (3 sides)	\$3,555.00
B. 4' X 8' (Cantilever)	\$2,825.00
Shelter 2	
A. 4' X 12' (3 sides)	\$3,595.00
B. 4' X 12' (Cantilever)	3,265.00
Shelter 3	
A. 6' X 12' (4 sides with partial front wall)	\$4,700.00
Shelter 4	
A. 6' X 16' (4 sides with partial front wall)	\$6,595.00
B. 6' X 16' (Cantilever)	\$5,100.00
Shelter 5	
A. 6' X 20' Ski Shelter (4 sides with partial front wall)	\$11,200.00
Shelter 6	
9' x 12', Steel post and Glass wall shelter	\$8,975.00



INVITATION FOR BIDS

Cover Sheet

General Information	
Project Name	Passenger Waiting Shelters
Project Description	Purchase of passenger waiting shelters for bus stops
Contract Type	Firm Fixed Price
UTA Project Manager	Janelle Robertson
Funding Source	Federal Funds
FOB	UTA
Procurement Process Information	
IFB No.	16-1782JH
Contract Administrator	Jolene Higgins 669 West 200 South Salt Lake City, Utah 84101 (801) 287-1925 Jhiggins@rideuta.com
This procurement will be an Invitation for Bid (IFB).	Award will be made to the low Responsive and Responsible bidder. As a matter of determining responsibility, the Bidder shall have a minimum of 5 years' experience similar to the work required reference in this IFB.
IFB Schedule:	
A) Issue Invitation for Bids	July 7, 2016
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	July 19, 2016 2:00 pm
C) Last day for UTA to issue addenda and clarifications	July 21, 2016
D) Deadline to submit Bids/Public Bid Opening	August 1, 2016, 2:00 pm
E) Notice of Award	Approximately August 2, 2016
Included as part of this IFB	
Part 1 – Project Information	
Part 2 – Procurement Process	
Part 3 – Standard Terms of Solicitation	
Part 4 – Standard Contract Terms	
Part 4A- FTA Standard Contract Terms	
Part 5 – Forms	

Attachments		
Bid Contents		
Submittal Instructions		
Bids must be uploaded to BidSync by the “Bid ends” date and time listed on BidSync.		
Required Forms		
To be considered responsive, Bids must include those additional forms listed below:		
<u>Forms</u>		
A - Bid Forms		
<u>Attachments</u>		
A Equal Employment Opportunity And Disadvantaged Business Enterprise Statement		
A – 1 DBE Participation Form		
A – 2 Letter of Intent to Subcontract with DBE Firms		
A – 3 Good Faith Efforts Documentation Form		
A – 5 Employment Practices/EEO Plan		
B - Buy America Certification		
C - Certification Regarding Debarment, Suspension And Other		
D - Lobbying Certification		
E - Cargo Preference - Use Of United States-Flag Vessels		
F - Solicitation Statistics		
H - Bid Declarations Offer and Acceptance Form		



INVITATION FOR BIDS

Part 1 – Project Information

GENERAL OVERVIEW

UTA desires to engage a manufacturer to build and delivery passenger waiting shelters according to drawings and specifications attached below. UTA will commit to purchase all of its required bus passenger waiting shelters from one supplier, for the contract term of three (3) years, with an option to extend for one (1) additional year, at UTA's sole discretion. UTA estimates that it will purchase approximately 50 shelters per year, however this is an estimate only and is not a representation that the estimated quantity will be required or ordered.

UTA anticipates that the shelters it needs will consist of the following models:

- 4' x 8', 3 sided (approximately 50 - 150 per year)
- 4' x 8', Cantilever (approximately 5 per year)
- 4' x 12', 3 sides (order as needed)
- 4' x 12', Cantilever (order as needed)
- 6' X 12', 4 sides and a partial front wall (approximately 10 - 25 per year)
- 6' x 16', 4 sided with partial front wall (approximately 10 - 25 per year)
- 6' x 16', Cantilever (approximately 5 per year)
- 6' x 20' 'heavy-duty shelter with 4 sides and a partial front wall, specific to the ski service in the adjacent canyons. These shelters have a wind rating of 90 mph and a snow load rating of approximately 320 psf to withstand extreme weather and snow. UTA anticipates ordering 1 or 2 of these shelters each year.
- 9' x 12', Steel post and Glass wall shelter (approximately 10 - 25 per year)

Recycled plastic will not be acceptable. Seating surface shall maintain the same materials as the shelter.

All shelters must be delivered in knock-down condition ready for immediate assembly on-site. This includes a prefabricated roof which is fully assembled and also prefabricated and fully assembled wall sections with pre-glazed glass. Wall sections are to come assembled in the most efficient wall size for the shelter.

UTA seeks bids from qualified manufacturer to build the shelters and ship to UTA facilities within 60 days of notice of each order.

The Contract DBE GOAL is Race Neutral



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 total bid price of the shelters listed on the bid form in BidSync.

All attachments must be uploaded to BidSync by the “Bid ends” date listed on BidSync.

Attachments

A Equal Employment Opportunity And Disadvantaged Business Enterprise Statement

A – 1 DBE Participation Form

A – 2 Letter of Intent to Subcontract with DBE Firms

A – 3 Good Faith Efforts Documentation Form

A – 5 Employment PRACTICES/EEO PLAN

B - Buy America Certification

C - Certification Regarding Debarment, Suspension And Other

D - Lobbying Certification

E - Cargo Preference - Use Of United States-Flag Vessels

F - Solicitation Statistics

H - Bid Declarations Offer and Acceptance Form



INVITATION FOR BIDS

Part 3 – Standard Terms of Solicitation

A. INSTRUCTIONS TO BIDDERS

1. Submission of Bids.

Bids must be uploaded to BidSync by the “Bid ends” date and time listed on BidSync. 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.

2. Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Proposals in accordance with this IFB may render the Bid unacceptable or non-responsive. UTA may, in its sole discretion, waive minor irregularities in a Bid 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 Bidder. Procurement information includes the Bids submitted by Bidders in response to this IFB 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 Bidder submits information in its Bid 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 Bidd evaluation, UTA requests that each Bidder also follow the steps identified below:

- a) Clearly mark all trade secret information as such in its Bid at the time the Bid 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 Bid justifying the Bidder's determination that certain records are trade secret information for each record so defined;
- c) In addition to the Bid uploaded to BidSync, upload a second copy of the Bid (as an attachment) that has all the trade secret information deleted, and label such copy of the Bid "Public Copy." If a Bidder uploads a Bid containing no trade secret information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no trade secret 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 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 Bid, 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 must be submitted via the BidSync Q&A page before the end of the Question and Answer period. UTA's answers to timely questions will be posted on the BidSync Q&A page.

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 BidSync Q&A page before the end of the Question and Answer period.

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

UTA's responses to timely Requests will be posted, without attribution, to the BidSync 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.

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 which will be posted to BidSync.

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.

8. Withdrawal of Bids

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

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.

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.

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.

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.

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.

B. SELECTION PROCESS

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.

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.
- Cancel the invitation for bids without awarding a contract.

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.

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.

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.

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.

C. 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, Chief 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, the factual and legal basis for the protest.

The decision of the UTA protest officer may be appealed pursuant to Utah Code Ann. § 63G-6a-1801 et seq.

The decision of the UTA protest officer may be appealed to the Federal Transit Administration (“FTA”) Regional Administrator. FTA will only consider appeals filed within five (5) working days of the UTA protest officer’s final decision. FTA will only consider appeals from actual or prospective bidders or offerors whose direct economic interest would be affected by the award or failure to award the contract at issue. FTA will only consider appeals based on claims that UTA has no protest procedures, has failed to follow its protest procedures, or has not reviewed a protest when presented an opportunity to do so. Additionally, FTA may consider appeals implicating federal laws or regulations that are important to FTA’s overall public transportation program.



Part 4 – UTA Standard Contract Terms

For purposes of this Part 4, the term “Contractor” means the person or entity that is entering into this Contract with UTA, notwithstanding that in other parts of this Contract, that same person or entity might be referred to as the “supplier”, “vendor”, “consultant”, “bidder”, “proposer”, or some other term.

1. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this contract. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** The Contractor shall maintain all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor shall retain the those records for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to this contract, for audit, inspection, and monitoring of services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Contractor states 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 this contract.
5. **INDEPENDENT CONTRACTOR:** Contractor is an independent Contractor, and as such has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever, and shall not perform any acts as agent for UTA, except as expressly set forth in this Contract. Compensation stated in this Contract is the total amount payable to the Contractor by UTA. The Contractor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for these contract goods or services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of the Contractor.
6. **STANDARD OF CARE.** Contractor shall perform any services to be provided under this 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 professionals.
7. **TERMINATION:**
 - a. **Termination for Convenience.** UTA may terminate this 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.
 - b. **Termination for Default.** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the UTA may terminate this contract for default. To terminate for default, UTA must serve a notice of termination on the Contractor

describing the nature of the Contractor's default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by UTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, UTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure.** UTA may, in the case of a termination for default, allow the Contractor a period of time, to be determined by UTA, to cure the default (that period of time, the "Cure Period"). In such case, the notice of termination will state the time period in which cure is permitted and other conditions deemed appropriate by UTA.

If Contractor fails to remedy the default to UTA's satisfaction within the Cure Period, UTA may immediately terminate the Contract for default. Termination for default will not preclude UTA from also pursuing all available remedies against Contractor and its sureties for the default.

8. **SALES TAX EXEMPTION:** The goods or services purchased by UTA under this contract are exempt from sales and use tax.
9. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage remains with Contractor until final inspection and acceptance, when responsibility will pass to UTA, except as to latent defects, fraud, and Contractor's warranty obligations.
10. **INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the UTA at times and places determined by the UTA. If UTA finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, UTA may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. 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.
11. **INVOICING AND PAYMENT:** The Contractor shall submit itemized invoices to UTA within 30 days of delivery of goods or services. The UTA contract number and/or purchase order number, along with the contract item number, must be listed on all invoices, freight tickets, and correspondence relating to the contract. Invoices for services or construction must indicate the time period covered by the invoice. The prices paid by UTA will be those prices listed in the contract. UTA may adjust or return any invoice reflecting incorrect pricing. Unless otherwise specified, payment terms are Net 30 days following receipt of invoice.
12. **WARRANTY:** The Contractor warrants all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to UTA under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that UTA has relied on the Contractor's skill or judgment to consider when it advised UTA about the product, (5) the product has been properly designed and manufactured, and (6) the product is 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 this contract.
13. **INDEMNIFICATION:** Contractor 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 the Contractor, its employees, subcontractors or volunteers, except to the extent caused by the negligent acts or omissions of UTA.

14. **INSURANCE:** Contractor shall carry insurance with policy limits no less than two million per occurrence and four million in the aggregate. Contractor shall provide proof of insurance to UTA and must add UTA as an additional insured with notice of cancellation.
15. **PATENTS, COPYRIGHTS, ETC.:** Contractor will release, defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from the Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
16. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its activities, products, or services might affect UTA's ability to maintain the obligation of the EMS. A partial list of these activities, products or services is available at the UTA website www.rideuta.com. If UTA determines that the activities, products, or services under this Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents.

The 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.
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 this 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 this 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:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto.
20. **ASSIGNMENT:** Contractor shall not assign, sell, or transfer any interest in this Contract without the express written consent of UTA.
21. **FORCE MAJEURE:** Neither party to this 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 this contract after determining such delay or default will reasonably prevent successful performance of the contract.
22. **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 this Contract.
23. **ENTIRE AGREEMENT:** The Contract of which these UTA Standard Contract Terms are a part, 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 set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice 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 this Contract prevail in any dispute between the terms of this 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 this Contract.



Part 4A – FTA Standard Contract Terms

For purposes of this Part 4A, the term “Contractor” means the person or entity that is entering into this Contract with UTA, notwithstanding that in other parts of this Contract, that same person or entity might be referred to as the “supplier”, “vendor”, “consultant”, or some other term.

- 1. FLY AMERICA:** If the Contract involves the transportation of persons or property, by air, between a place in the United States and a place outside the United States, or between places outside the United States, Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.
- 2. BUY AMERICA:** If the Contract is (i) for construction, or for the acquisition of iron, steel, or manufactured goods, or acquisition of rolling stock, and (ii) is, or might be, for an amount more than \$100,000, Contractor shall comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor shall include the requirements of this section in all subcontracts.
- 3. CARGO PREFERENCE:** If the Contract involves any equipment, materials, or commodities that may be transported by ocean vessels, Contractor shall: (a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding clause to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to UTA (through the contractor in the case of a subcontractor's bill-of-lading); and (c) include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- 4. ENERGY CONSERVATION:** Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5. **CLEAN WATER:** If this Contract is, or might be, for an amount more than \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
6. **LOBBYING:** If this Contract is, or might be, for an amount more than \$100,000, Contractor certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)).
7. **ACCESS TO RECORDS AND REPORTS:** Contractor shall provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto
8. **FEDERAL CHANGES:** Contractor acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Contractor acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. Contractor shall at all times comply with all applicable Federal laws, regulations, policies, and related administrative practices, as they may be amended from time to time. Contractor's failure to so comply will constitute a material breach of this Contract.
9. **CLEAN AIR:** If this Contract is, or might be, for an amount more than \$100,000 in any year, Contractor shall at all comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
10. **RECYCLED PRODUCTS:** Contractor shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
11. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES:** Contractor acknowledges that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this

contract and shall not be subject to any obligations or liabilities to the UTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. PROGRAM FRAUD; FALSE OR FRAUDULENT STATEMENTS: (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13. TERMINATION: See Part 4, paragraph 7.

14. DEBARMENT: If this Contract is for an amount equal to or greater than \$25,000, this Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Upon execution of this Contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Utah Transit Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Utah Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. Contractor shall include a provision requiring such compliance in its lower tier covered transactions.

15. PRIVACY ACT: If Contractor administers any system of records on behalf of the Federal Government under this Contract, the Contractor shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor shall obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Contract. Contractor shall include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16. CIVIL RIGHTS: (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(c) The Contractor shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. DISPUTES: See Part 4, paragraph 1.

18. DISADVANTAGED BUSINESS ENTERPRISE: (a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. UTA's overall goal for DBE participation is 6.2%. If a separate contract goal has been established for this Contract, it is set forth on Attachment A-1 to this Contract.

(b) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as UTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) Contractor shall report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the UTA. In addition, Contractor shall return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the UTA and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(e) Contractor shall promptly notify UTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of UTA.

19. ADA ACCESS: The Contractor shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

20. INCORPORATION OF FTA TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.



INVITATION FOR BIDS

Part 5 – Attachments

Attachments

A Equal Employment Opportunity And Disadvantaged Business Enterprise Statement

A – 1 DBE Participation Form

A – 2 Letter of Intent to Subcontract with DBE Firms

A – 3 Good Faith Efforts Documentation Form

A – 5 Employment PRACTICES/EEO PLAN

B - Buy America Certification

C - Certification Regarding Debarment, Suspension And Other

D - Lobbying Certification

E - Cargo Preference - Use Of United States-Flag Vessels

F - Solicitation Statistics

H - Bid Declarations Offer and Acceptance

ATTACHMENT A

EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer _____.

A. The Bidder / Proposer has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the Bidder / Proposer EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Proposer designates --

Name_____

Title_____

As the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and, or will be entering into a contract hereunder in an amount of \$50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

D. Bidder / Proposer agrees to make every reasonable good faith effort to utilize DBE's in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name:_____

Address:_____

Signed:_____

Title:_____

Phone Number:_____

ATTACHMENT A-1

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: Race Neutral

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.

- Bidder / Proposer will meet or exceed the DBE goal for this contract.** If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of _____ percent (_____%) of the total dollar amount of the contract work. The information below should be treated as confidential information.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP).

<u>DBE Name & Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %

(Attach additional sheets if necessary)



Bidder / Proposer **does not** meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. **Please list above ANY DBE participation your firm has committed to.**



Bidder / Proposer **does not** meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project.** It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: _____

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A-2

SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

(DATE)

(DBE)

(Name and Address)

Reference: (Project Name and Bid/Proposal Number)

(Appropriate Salutation)

Our firm is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime contractor for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide (specify equipment, materials, supplies, services, etc.) in the amount of \$ _____, if our firm is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:

Prime Contractor:

Signature

Signature

Printed Name

Printed Name

Title

Title

NOTE: Submit this letter with specific information and it signed by the proposed DBE company. All equipment, materials, supplies, and services to be provided by the DBE subcontractor must be listed, and all amounts to be paid to the DBE subcontractor must be specified.

ATTACHMENT A-3

GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Proposer meets or does not meet the DBE goal, the Bidder / Proposer must submit this form with its DBE Participation Form (Attachment A-1). In the case of a race neutral project, the Bidder / Proposer is not required to submit their good faith efforts documentation. The Bidder / Proposer must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/proposal and requested additional documentation may render the bid/proposal non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Proposer provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

By submitting and signing this form, including any continuation form(s), the Bidder / Proposer certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A-5

EMPLOYMENT PRACTICES / EEO PLAN

A) Contractors that have less than 50 employees or have a contract for less than \$50,000 yet more than \$10,000 are responsible to complete the following information outlining their employment goals on this UTA project.

Prepared By: _____

(Print name & title)

Solicitation No. _____

Name of Project _____

Location of Workforce _____

Prime Contractor _____

In keeping with UTA policy of nondiscrimination in employment practices, the _____ (Name of Company) has set as a project goal for the utilization of minorities, which is ____%. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The _____ (Company name), by its _____ (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction contractors)

If the contractor has 50 or more employees **and** a contract of \$50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.

Signature and Title of Company Official (Contractor)

ATTACHMENT B

Solicitation No. _____

UTAH TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(Federally-assisted Contract)

SECTION (1); Certify only for IRON, STEEL or MANUFACTURED PRODUCTS: *(Mark One)*

- CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, *and* the applicable regulations of 49 CFR Part 661;

--OR--

- CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: *(Mark one)*

- CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

- CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Signature

Date

Title

Name of Company/Offeror

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Signature of the Bidder or Proposer Authorized Official

Name and Title of the Bidder or Proposer Authorized Official

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or proposal, the prospective contractor is providing the signed certification set out below:**

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
 3. The prospective contractor shall provide immediate written notice to UTA if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
 5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
 6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

ATTACHMENT D

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certifies

(Name and Title of Company Official)

on behalf of _____ that:

(Name of Company)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__.

By _____

(Signature of Authorized Official)

(Title of Authorized Official)

ATTACHMENT E

CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Contractor shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONTRACTOR AGREES --

(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT ORIGINATING OUTSIDE THE UNITED STATES, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONTRACTOR IN THE CASE OF SUBCONTRACTOR BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date _____

Signature _____

Title _____



ATTACHMENT F

SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to ANY SUBCONTRACTORS. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: _____

Firm Address: _____

Status: Non-DBE ___ DBE ___

Company's Type of Work: _____

Month/Year firm started: _____

Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other _____

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 _____ \$500,000 - \$1,000,000 _____

\$1 Million - \$5 Million _____ \$5 Million - \$10 Million _____

\$10 Million - \$16.7 Million _____ Above \$16.7 Million _____

Name of Solicitation: _____

ATTACHMENT H

PROPOSAL DECLARATIONS, OFFER, AND ACCEPTANCE 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 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.

4. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Contract Terms and Conditions, 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 Form. Signature must be by an officer of your company authorized to bind your company in contractual matters.

(Contractor's Name)

(Signature)

(Print Name)

(Contractor's Address)

(Title)

(Contractor's EIN)

(Date)

C. UTA'S ACCEPTANCE

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB, including any amendments, and Contractor's Bid. No additional contractual documents are necessary. In the event of a conflict between the IFB and Contractor's Bid, the terms of the IFB shall govern. The effective date of the Contract is the date of the last signature on this page.

(Signature)

(Signature)

(Date)

(Date)

Approved as to Form
UTA Legal Counsel



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer

BOARD MEETING DATE: October 23, 2019

SUBJECT:	Paratransit/Flex Route Cutaway Vehicles (Lewis Bus Group)	
AGENDA ITEM TYPE:	Expense Contract Task Order	
RECOMMENDATION:	Approve award and authorize Executive Director to execute Task Order 5 with Lewis Bus Group in the amount of \$2,041,822.14 bringing the total amount of the 5 year contract to \$11,292,159.36.	
BACKGROUND:	<p>The Paratransit/Flex Route vehicles have a useful life of 6 years. The requested 25 vehicles will replace buses manufactured in 2012, 2013, and 2014. The current contract was awarded April 4, 2016 and ends on April 3, 2021. The contract was for a base award of 28 vehicles with an option to purchase up to an additional 145 vehicles. This is the Fifth Task Order to be placed on this contract. This particular task order is for 19 Paratransit Cutaway and 6 Flex Route Cutaway Vehicles for a total of 25 vehicles. There are 31 options remaining on the contract.</p>	
DISCUSSION:	<p>Replacement of 25 Paratransit/Flex Route vehicles will ensure the Special Services fleet remains in a state of good repair. The procurement was conducted by Supply Chain as a best value contract in a competitive RFP process. The bids were reviewed by a selection committee consisting of representatives of Vehicle Support, Fleet Engineering and Riverside Maintenance. The selection committee used an adjective scoring system and selected Lewis Bus Group.</p> <p>The unit price for both vehicle types have been adjusted from the original 2016 base price per the agreed upon Producer Price Index (PPI) adjustment. The pricing on the original requisition was based on estimated pricing before the PPI adjustment. The total amount of the order is \$2,041,822.14 and increases the total value of the contract from \$9,250,337.22 to \$11,292,159.36.</p>	
CONTRACT SUMMARY:	Contractor Name: Lewis Bus Group	
	Contract Number: 15-1427PP	Existing Contract Value: \$9,250,337.22

	Base Contract Effective Dates: April 4, 2016- April 3, 2021	Extended Contract Dates:
	Amendment Amount: \$2,041,822.14	New/Total Amount Contract Value: \$11,292.159.36
	Procurement Method: Lease	Funding Sources: Local
ALTERNATIVES:	Paratransit/Flex Route vehicles would be utilized past their useful life resulting in a less reliable fleet with increased maintenance cost. There is no cost-effective alternative to replacing vehicles.	
FISCAL IMPACT:	The requested amount is budgeted in the proposed 2020 capital budget.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Paratransit/Flex Route Vehicles_Task Order 5 2) Paratransit/Flex Route Vehicles_Original Contract 	



September 11, 2019

Lewis Bus Group
 Attn: Jason Morgan
 1009 Recreation Way
 North Salt Lake City, UT 84054

RE: CONTRACT 15-1427PP Paratransit 27' Cutaway and Flex Route Vehicles

**FIFTH ORDER NOTICE TO PROCEED
 For Nineteen (19) Paratransit Cutaway Champion Vehicles and
 Six (6) Flex Route Cutaway Champion Vehicles**

Dear Mr. Morgan:

This letter shall serve as the Fifth Order for Contract Award wherein the Authority made award of the contract from the Lewis Bus Group Effective April 4, 2016.

These Vehicles shall be manufactured as outlined in the Authority's Corrected Red-Lined Specifications dated January 25, 2016, the above referenced contract and Lewis Bus Group's Price Summary dated March 28, 2016, Attachments 1, 2, and 3 to the Contract.

The cost of the twenty-five (25) vehicles are as follows:

Quantity	Description	U/Price	Total Price
19	Ford E450 Gas Paratransit Vehicles	\$69,013.22	\$1,311,251.18
19	PPI Preliminary Adjustment* (8.06%)	\$5,562.47	\$105,686.85
19	Deletion of Mor-Ryde System	(\$600.00)	(\$11,400.00)
19	Deletion of Engine Hour Meter	(\$45.00)	(\$855.00)
19	BV Foldaway (per seat) 5 seats per bus @ \$425 each	\$2,125.00	\$40,375.00
19	Webasto Booster Pump	\$50.00	\$950.00
19	Electrical Solenoid Water Valve	\$450.00	\$8,550.00
19	Backup Cameras w/Displays	\$450.00	\$8,550.00
19	Add Change Batteries to Group 31	\$150.00	\$2,850.00
19	Add In Line Circuit Break	\$0.00	\$0.00

19	Change Lift to 1000 lb Limit	\$300.00	\$5,700.00
19	Add A/C Winter Covers	\$115.00	\$2,185.00
19	Add Drivers Running Board 38" grip strut expanded metal	\$350.00	\$6,650.00
19	Add Side hinged battery box door with slam latch	\$375.00	\$7,125.00
19	Add AC Charging Ports behind SS door in skirt	\$400.00	\$7,600.00
	Subtotal for 19 Gas Paratransit Vehicles.	\$78,695.69	\$1,495,218.03
6	Ford E450 Gas Paratransit Flex Vehicles	\$69,013.22	\$414,079.32
6	PPI Preliminary Adjustment* (8.06%)	\$5,562.47	\$33,374.79
6	FLEX package options with APC included	\$9,900.00	\$59,400.00
6	Deletion of Mor-Ryde System	(\$600.00)	(\$3,600.00)
6	Deletion of Engine Hour Meter	(\$45.00)	(\$270.00)
6	BV Foldaway (per seat) 5 seats per bus @ \$425 each	\$2,125.00	\$12,750.00
6	Webasto Booster Pump	\$50.00	\$300.00
6	Electrical Solenoid Water Valve	\$450.00	\$2,700.00
6	Backup Cameras w/Displays	\$450.00	\$2,700.00
6	Bike Racks (included in Flex Pricing)	\$0.00	\$0.00
6	Change Batteries to Group 31	\$150.00	\$900.00
6	Add In Line Circuit Break	\$0.00	\$0.00
6	Change Lift to 1000 lb Limit	\$300.00	\$1,800.00
6	Add 2 Extra 12' Seat Belt Extensions	\$60.00	\$360.00
6	Add Fabric Bottom Seats	\$250.00	\$1,500.00
6	Add Fabric Seats with 3 Point	\$750.00	\$4,500.00
6	Add APC Upcharge for UTA	\$1,445.00	\$8,670.00
6	Add A/C Winter Covers	\$115.00	\$690.00
6	Add Drivers Running Board 38" grip strut expanded metal	\$350.00	\$2,100.00

6	Add Side hinged battery box door with slam latch	\$375.00	\$2,250.00
6	Add AC Charging Ports behind SS door in skirt	\$400.00	\$2,400.00
	Subtotal for Six (6) Gas Flex Paratransit Vehicles.	\$91,100.69	\$546,604.11
25	GRAND TOTAL 25 Vehicles		\$2,041,822.14

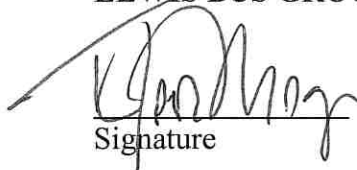
The award of this fifth order is a total amount of \$2,041,822.14.

Delivery of all items shall be completed no later than June 1, 2020.

If you are in agreement to the above, please sign on the line indicated below and return on copy to Ms. Pat Postell at ppostell@rideuta.com. A fully executed copy will be provide after all signatures are obtained.

Sincerely,

LEWIS BUS GROUP

 9/27/19
 Signature Date

T. Jason Morgan
 Printed Name

President
 Title

UTAH TRANSIT AUTHORITY

 Carolyn M. Gonot Date
 Executive Director

 Eddy D. Cumins Date
 Chief, Operating Officer

 David Hancock Date
 Asset Manager Director

Approved As to Form and Content:

 Michael Bell
 Assistant Attorney General
 UTA Counsel

**AGREEMENT/CONTRACT
15-1427PP**

THIS AGREEMENT ("Agreement") is entered into effective the 4th day of April, 2016 (the "Effective Date") by and between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (the "Authority"), and **LEWIS BUS GROUP**, a corporation with a place of business at 1009 Recreation Way, North Salt Lake City, Utah 84054 (the "Contractor")

RECITALS

WHEREAS, on February 4, 2016, the Authority received competitive proposals for a contractor to provide twenty-seven foot (27') paratransit route and flex vehicles (the "Vehicles") including option quantities, and all associated hardware, software, transportation, tools, training and documentation (together with the Vehicles, collectively the "Goods and Services") according to conditions and specifications prepared by the Authority in RFP 15-1427PP (the "RFP"); and

WHEREAS, the Authority wishes to procure the Goods and Services according to the specifications, terms, and conditions listed in the RFP; and

WHEREAS, the proposal submitted by the Contractor in response to the RFP was deemed to be the most advantageous to the Authority; and

WHEREAS, Contractor is willing to furnish the Goods and Services as set forth in the RFP and per all terms and conditions as listed herein; and

WHEREAS, on April 4, 2016, the Authority issued to Contractor an award notification for the Goods and Services;

NOW, THEREFORE, on the stated premises, 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 therefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. TO BE PROVIDED BY CONTRACTOR

The Authority hereby retains Contractor to furnish the Goods and Services and Contractor will to the best of its ability and in a professional manner, provide the labor, equipment and materials necessary to furnish, deliver, and test the Goods and Services subject to the terms and conditions of RFP 15-1427PP and Contractor's Glaval Proposal dated January 26, 2016 and the Best and Final Offer dated March 28, 2016. This agreement includes an initial order quantity of twenty-eight (28) Paratransit Ford E450 Gas Vehicles.

2. **TERM**

Subject to the provisions for termination as hereinafter provided, this Agreement shall be effective with respect to the purchase of any Goods and Services ordered prior to April 3, 2021 (the "Term"). All warranties, indemnities and other obligations of either party with respect to the Goods and Services shall continue after the Term in accordance with the provisions of this Agreement.

3. **COMPENSATION AND FEES**

The Authority agrees to pay Contractor in accordance with Attachment 2. The amounts indicated in Attachment 2 include all hardware, software, equipment, materials, labor, shipping costs, necessary to supply the Goods and complete the Services in a satisfactory manner in compliance with the specifications listed in RFP 15-1427PP, Contractor's Proposal dated January 26, 2016, Lewis Bus Group's Best and Final Offer dated March 28, 2016, and this Agreement.

The Authority (at its sole and exclusive election to be exercised in its sole discretion) may purchase up to one hundred forty-five (145) additional Vehicles (in any combination of Vehicles makes, route and flex configurations, and option packages) during the Term of this Agreement. The price for option Vehicles shall be based on the prices indicated in Attachment 2 (hereinafter the "Base Order Prices"). The base Order prices shall remain firm for any option Vehicles ordered within one hundred eighty (180) days of following the Effective Date. The price of any Vehicles ordered more than one hundred eighty (180) days following the Effective Date shall be the Base Order Price, subject to adjustment as provided in the following paragraph.

Adjustments to the Base Order Prices will be calculated based on the following formula which utilized the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 1413, "Truck and Bus Bodies". In no event will the price (s) for any order placed exceed by more than five percent (5%) the price(s) that would have been in effect twelve (12) months prior to the date of the release. The Base Order Price will be multiplied by the positive or negative percentage change in this index (subject to the five (5) percent cap on annual price increases to determine pricing for option Vehicles.

FORMULA:

<u>Index Point Change</u>	<u>Example</u>
PPI Index: Future Award Month	141.1
Less PPI Index: Base Award Month	<u>137.6</u>
Index Point Change	3.5
Index Percent Change	3.5
Index Point Change	<u>137.6</u>
Divided by PPI Index: Base Award Month	.0254
Results Multiplied by 100 = Percent Change	2.54%
Base Order Price	\$50,000.00
Plus Percent Change (2.54% x \$50,000)	<u>1,397.00</u>
Revised Price for Future Order	\$51,397.00

Hypothetical Example:

Assume the Authority awarded its contract in December 2013 and has received its initial order of Vehicles. In December 2014, the Authority elects to purchase more Vehicles for delivery in 2015. The published date for PPI-Category 141302 shows an index value of 0.087 in December 2014 (Future Award Month). The Index for December 2013 (Base Award Month) was 0.083. The percentage change in the index values from December 2013 to December 2014 is 0.4 percent. The Vehicles ordered in December 2014 would be priced 0.004 percent higher than the base award price. This example assumes that there was no significant equipment modification when compared with the original order.

There is no guarantee that options with respect to any Vehicles will be exercised.

4. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over prior documents where relevant, are hereby incorporated into this Agreement by reference and made a part hereof which comprise this Agreement:

1. The Authority's RFP 15-1427PP including all terms, conditions, certifications, and specifications; and
2. Contractor's Quality Proposal dated January 26, 2016; and
3. Contractor's Best and Final Offer dated March 28, 2016; and
4. This Agreement.

b. This Agreement and the documents listed above constitute the complete contract between the parties and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the documents listed above, the provisions of this Agreement shall govern.

5. DELIVERY, PAYMENT SCHEDULE, AND TITLE

Contractor hereby agrees to furnish, deliver, install, and test the Vehicles with associated spare parts and manuals within one hundred (100) days of notice to proceed.

a. Contractor shall submit to the Authority's Contract Administrator for approval, invoices, after acceptance of the Vehicles, for which Contractor seeks payment from the Authority under this Agreement. Within thirty (30) days after receipt of an invoice, the Authority shall approve and pay the same or notify Contractor that it disapproves, in whole or in part, Contractor's invoice and the reasons for such disapproval.

b. The Authority shall not be liable to Contractor for any expenses paid or incurred by Contractor unless listed herein or otherwise agreed to in advance, in writing, by the parties hereto.

15-1427PP
27' Paratransit Cutaway Vehicles
And Flex Route Vehicles

c. Contractor warrants that title to all Vehicles delivered as part of the Goods and Services and covered by an invoice for payment will pass to the Authority no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all equipment and/or work for which invoices for payment have been previously issued and payments received from the Authority 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. Contractor shall indemnify, defend, and hold the Authority harmless from and with respect to any claims, costs, fees (including attorneys' fees), liens, judgments or other losses sustained as a result of the breach of this warranty by Contractor.

d. Title to any equipment sold hereunder not fully paid for at time of delivery to the Authority shall be retained by and remain in Contractor until such purchase price is fully paid.

6. COVENANTS AND WARRANTY

a. Contractor hereby agrees that the Goods and Services to be furnished under this Agreement will strictly comply with the specifications, drawings and other descriptions set forth in this Agreement.

b. Contractor represents and warrants that this Agreement, and anything made, used, sold, otherwise disposed of, delivered or licensed in or as a result of this Agreement, does not and shall not infringe, violate or be otherwise inconsistent any copyright, trademark, patent or other Intellectual Property right of another.

c. Contractor hereby agrees that the Services, related equipment and parts to be furnished herein will not fail, through faulty design, workmanship or materials, or fail to meet the requirements as described in RFP 15-1427PP.

d. All loss or damage arising directly and solely from any act or omission on the part of Contractor or any agent or person employed by Contractor, not authorized by these specifications shall be sustained by Contractor.

e. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced, or corrected by Contractor without additional cost to the Authority.

f. The Vehicles are subject to the express warranties required by Attachment 1, Minimum Technical Bid Specifications New Paratransit Vehicle, as well as any additional or longer warranty commitments made by Contractor in its Proposal or otherwise.

7. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, 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, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The 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
\$2,000,000
- Products – Completed Operations Aggregate
\$1,000,000
- Personal and Advertising Injury
\$1,000,000
- Each Occurrence
\$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 Contractor".

2. 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) \$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 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 Agreement.

Each Claim	\$1,000,000
Annual Aggregate	
\$2,000,000	

- a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede 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.

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

- 1. On insurance policies where the Authority is named as an additional insured, the Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this Agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this Agreement; for their own protection and the protection of UTA.

2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **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 Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- D. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Authority with certificates of insurance (ACORD form or equivalent approved by the Authority) 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.

All certificates and any required endorsements are to be received and approved by the Authority 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 Agreement.

All certificates required by this Agreement shall be sent directly to (**Grants & Contracts Administrator, 669 West 200 South, SLC, UT 84101**). The Authority project/contract number and project description shall be noted on the certificate of insurance. The Authority reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**

- E. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the Authority separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- F. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement 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 Agreement amendment, but may be made by administrative action.

8. **INDEMNIFICATION**

Contractor shall indemnify, hold harmless and, not excluding the Authority's right to participate, defend the Authority, its officers, officials, agents, and employees (hereinafter referred to

as "Indemnitee") 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") for bodily injury or personal 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 negligent or willful 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 or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any law, statute, ordinance, rule, regulation or court decree governing Workers' Compensation matters. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Indemnitee agrees to notify Contractor of any claim promptly in writing. Indemnitee agrees to cooperate fully with Contractor throughout the defense of any indemnified claim. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Authority, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Authority. The foregoing indemnity shall not apply to the extent that any loss, claim, damage, liability or expense resulted from Indemnitee's bad faith, intentional misconduct, gross negligence or the breach of this Agreement.

9. 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 the Authority. 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 the Authority's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Authority 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.

10. USE OF SUBCONTRACTORS

a. Contractor shall not subcontract any services to be performed by it under this Agreement other than those listed and identified in Contractor's proposal without prior approval of the Authority.

b. Contractor shall pay all subcontractors for satisfactory performance of their contracts no later than ten (10) days from receipt of each payment the Authority makes to Contractor, unless other arrangements are agreed to in writing by the parties involved. The Authority shall have no obligations to any subcontractors retained by Contractor.

11. CONTRACTOR SAFETY COMPLIANCE

The Authority 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 of the Authority's 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 the Authority to receive while working on this project. Each employee, contractor and subcontractor must be trained in the Authority's EMS and Safety Management principles.

12. ASSIGNMENT OF CONTRACT

Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Agreement to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Agreement, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Agreement, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.

13. TERMINATION FOR CONVENIENCE

The Authority shall have the right to terminate this Agreement, with cause, at any time by giving thirty (30) days written notice to Contractor. If this Agreement is terminated without cause, Contractor shall be entitled to all sums actually due and owing for the work performed and equipment and licenses purchased up to the day written notice of termination is given, plus, any contract close-out costs.

14. TERMINATION FOR CAUSE

In cause of failure on the part of Contractor to complete this Agreement within the specified time or within authorized extensions thereof, the Agreement may be terminated and the Authority may proceed to complete such Agreement either by re-letting or otherwise the Contractor shall be liable to the Authority for all loss or damage which it may suffer on account of Contractor's failure to complete this Agreement within such time.

15. CHANGES

Oral change orders are not permitted. No change in this Agreement shall be made unless the Authority gives prior written approval therefore. As soon as reasonably possible but not later than thirty (30) calendar days after receipt of the written change order to modify the Agreement, Contractor shall submit to the Authority a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between Contractor and the Authority. Upon mutual agreement of the applicable terms and conditions, scope, schedule, and price a detailed modification shall be executed in writing by both parties and the changed scope commenced by Contractor.

16. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. CONTRACTOR SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER IF SUCH FAILURE OR DELAY IS CAUSED IN WHOLE OR IN PART BY THE AUTHORITY NOT FULLY COMPLYING WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

17. AUDIT

The Authority and its authorized agents or representatives may, once per year, during the term of this Agreement and for a period of three (3) years thereafter, upon giving reasonable notice and during usual business hours, audit and inspect all Contractor's files and records pertaining to the handling of the Authority's account and the products and services provided or performed under this Agreement.

18. PROJECT MANAGER

The Authority's Project Manager for this Agreement is Jesse Rogers, or designee. All questions and correspondence relating to the technical aspects of this Agreement should be directed to Mr. Rogers, at Utah Transit Authority, office located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 237-4674.

19. CONTRACT ADMINISTRATOR

The Authority's Contract Administrator for this Agreement is Pat Postell, Senior Grants & Contracts Administrator, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Postell, or designee, phone (801) 287-3060.

20. PROHIBITED INTEREST

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

21. FORCE MAJEURE

Except for the payment of fees due hereunder, neither party shall be liable under this Agreement because of any failure or delay in the performance of its obligations (except for payment of money) on account of strikes, shortages, riots, fire, flood, storm, earthquake, acts of God, hostilities, or any other cause beyond its reasonable control.

22. 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 the Authority:

Utah Transit Authority
ATTN: Grants & Contracts Administrator
669 West 200 South
Salt Lake City, UT 84101

If to Contractor:

Lewis Bus Group
Attn: Jason Morgan
1009 Recreation Way
North Salt Lake City, UT 84054

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.

23. GOVERNING LAW

The validity, interpretation and performance of this Agreement 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 this

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Agreement 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.

24. SEVERABILITY

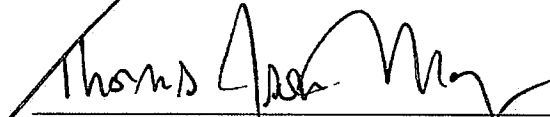
In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. AMENDMENTS

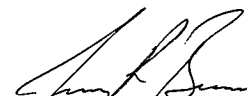
This Agreement sets forth the entire understanding between the parties. Any amendments must be in writing, signed by the party against whom enforcement of the amendment is sought.

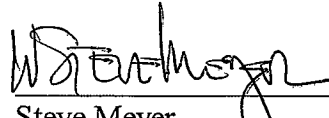
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by officers duly authorized to execute the same as of the day and year first above written.

LEWIS BUS GROUP


Printed Name: Thomas Jason Morcal
Title: Vice President.

UTAH TRANSIT AUTHORITY


Jerry Benson
Interim General Manager


Steve Meyer
Chief Development Officer

Approved As To Form:



UTA Legal Counsel

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ATTACHMENT 1
MINIMUM TECHNICAL BID SPECIFICATIONS
NEW PARATRANSIT VEHICLE

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27' Paratransit Cutaway Vehicles
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**ATTACHMENT 2
LEWIS BUS PROPOSAL
DATED MARCH 28, 2016**

(Separate Attachment)

**ATTACHMENT 3
PRICE PROPOSAL**

Lewis Bus Group Pricing Matrix for Glaval Bus 3/28/2016

UTA Route Buses

Ford E-450 GAS = \$ 69,013.22

GMC 4500 GAS = \$ 68,322.42

GMC 4500 DIESEL = \$ 79,190.73

Ford F-550 GAS = \$ 80,171.31

Ford F-550 DIESEL = \$ 90,890.71

Add FLEX package options with APC Included

Ford E-450 GAS = \$ 9,900.00

GMC 4500 GAS = \$ 9,900.00

GMC 4500 DIESEL = \$ 9,900.00

Ford F-550 GAS = \$ 9,900.00

Ford F-550 DIESEL = \$ 9,900.00

Additional option items requested pricing on

OEM Shop Manuals = \$ 350.00

Bike Rack = \$ 1,900.00

Bike Rack is included in FLEX pricing

APC Counter = \$ 1,900.00

Included in new BAFO Price.

Back up camera w/display = \$ 350.00

2nd Fuel neck only available on CNG or Propane Conversions = \$ 550.00

Additional/Optional quantities are available at same RFP price if purchased before 10/2016'.

Any additional buses purchased after 1ST YEAR would be same RFP price with PPI% added.

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WARRANTY PRICE INDEX



UTA RFP-15-1427PP

Extended Warranty Prices and Matrix

Extended Service Plans Designed for Ambulances and Buses

Coverage available for Ford, G.M., and Ram Vehicles under 19,501 GVWR

Plans for 5, 6, 7 and 8 Years/200,000 Miles/8,000 Engine Hours

Premium Care (over 1,000 Key Components Covered)

Extra Care (113 Key Components Covered)

Powertrain Care (29 Key Components Covered)

See attachments for covered items

Backed by Ford Motor Company

Repairs may be done at any Ford Dealership in the U.S.A.

PREMIUMCARE

- 5 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas \$4,900 – Diesel \$5,925
- 6 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas \$5,225 – Diesel \$6,325
- 7 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas 5,575 – Diesel \$6,795
- 8 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas \$6,175 – Diesel \$7,575

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EXTRACARE

- 5 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas \$4,295 – Diesel \$5,095
- 6 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas \$4,495 – Diesel \$5,395
- 7 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas 4,900 – Diesel \$5,745
- 8 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas \$5,195 – Diesel \$6,350

POWERTRAIN CARE

- 5 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas \$3,175 – Diesel \$3,715
- 6 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas \$3,340 – Diesel \$3,930
- 7 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible... Gas \$2,740 – Diesel \$4,175
- 8 Years/200,000 Miles/8,000 Engine Hours/\$100 Deductible..... Gas \$3,830 – Diesel \$4,575

Vehicle must have under 36,000 Miles on Odometer and less than 36 Months - Time In Service



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer

BOARD MEETING DATE: October 23, 2019

SUBJECT:	Forty-Five Foot Commuter Buses	
AGENDA ITEM TYPE:	Expense Contract Pre-procurement	
RECOMMENDATION:	Information only	
BACKGROUND:	<p>This is a pre-procurement for forty-five foot commuter buses. This procurement will go out for bid to establish a base contract with option quantities. The base award will be for a total of 27 replacement commuter buses to be delivered in 2020. Option quantities will be for up to 45 additional buses over the next 5 years.</p>	
DISCUSSION:	<p>Replacement of 27 commuter buses will ensure the commuter bus fleet remains in a state of good repair. The procurement will be conducted by supply chain as a best value contract in a competitive RFP process. The bids will be reviewed by a selection committee consisting of representatives of Vehicle Support, Fleet Engineering, Maintenance and Operations using an adjective scoring system.</p> <p>The forty-five foot commuter buses have a useful life of 16 years. The requested 27 buses will replace vehicles manufactured in 2002 and 2004. The estimated pricing is based on market research and previous purchases. The estimated cost is \$620,000 per bus for a total of \$16,740,000 for the base year with options quantities valued at \$27,000,000 for an estimated total value of \$43,740,000.</p>	
CONTRACT SUMMARY:	Contractor Name: TBD	
	Contract Number:	Existing Contract Value:
	Base Contract Effective Dates: 2019-2024	Extended Contract Dates:
	Amendment Amount:	New/Total Amount Contract Value: \$43,740,000
	Procurement Method: Lease	Funding Sources: Federal/Local

ALTERNATIVES:	Current commuter buses would be utilized past their useful life resulting in a less reliable fleet with increased maintenance cost. There is no cost-effective alternative to replacing vehicles.
FISCAL IMPACT:	The requested amount for 2020 is included in the proposed 2020 capital budget.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Bob Biles, Chief Financial Officer

BOARD MEETING DATE: October 23, 2019

SUBJECT:	Agency 2020 Tentative Budget
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Review and discuss the preliminary 2020 Tentative Budget
BACKGROUND:	Each year, the Authority is required to prepare an operating and capital budget for the succeeding year. After consultation with the Board of Trustees, and in accordance with provisions 17B-1-702 and 17B-2a-802, the Executive Director has prepared the 2020 Tentative Budget.
DISCUSSION:	<p>The Board of Trustees and UTA staff discussed and set 2020 budget priorities and timelines earlier this year. Long-term financial planning assumptions were updated and reviewed by the Board of Trustees. 2020 operating and capital expense budget targets were established and communicated to UTA staff. The Board of Trustees reviewed preliminary 2020 operating and capital budget information in September. The Local Advisory Council reviewed the long-term financial forecast assumptions and preliminary 2020 operating and capital budget information at their September meeting.</p> <p>There have been a few adjustments to the numbers which the Board of Trustees reviewed in September. They include:</p> <ul style="list-style-type: none">• Adding three FTE in Commuter Rail Maintenance• Adding one FTE in Civil Rights (DBE Compliance)• Reducing the Legal budget (AG Office recommendation)• Updating 2020 wages and benefits• Updating debt service to reflect 2019 bonds estimates• Increasing the fare revenues estimate <p>At the October 30, 2019 Board of Trustees' meeting, the Board will consider a resolution adopting the 2020 tentative budget and setting a public hearing date in November.</p> <p>Summary information about the 2020 Tentative Budget is provided in the chart below. More detail will be provided in the 2020 Tentative Budget book that will be included in the resolution on October 30, 2019.</p>

	Operating	Capital	Total
Beginning Balance	\$166,577,000	\$120,246,000	\$286,823,000
Revenues	490,960,000	86,819,000	577,779,000
Expense	(452,848,000)	(190,549,000)	(643,397,000)
Transfer to Capital	<u>(18,427,000)</u>	<u>18,427,000</u>	<u>0</u>
Ending Balance	<u>\$186,262,000</u>	<u>\$34,943,000</u>	<u>\$221,205,000</u>

ATTACHMENTS:

None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: October 23, 2019

SUBJECT:	UTA Fare Policy Update
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	None
BACKGROUND:	The Board Fares Policy was approved and finalized in July 2019. The Fares Department is now finalizing a UTA Fares Policy that will provide more specific policy direction and parameters for the agency and will establish a framework for fare pricing. To assist in finalizing the UTA Fares Policy we are bringing discussion items to the Board to address specific concerns and to keep them informed of the progress on fare related initiatives.
DISCUSSION:	A slide presentation will be given to the board to update them on the progress of the cost of fare collection, the status of the draft UTA Fares Policy, and the progress on the low income program initiative.
ATTACHMENTS:	None