

U T A

Request for Proposals

Commuter rail wheels

Cover Sheet

General Information	
Project Name	Commuter Rail Wheels
Project Description	Purchase commuter rail wheels in accordance with the specifications and the Bid Schedule
Quantities	See On bid sheet below
Project Start Date/Length	Upon contract award
Contract Type	Fixed price
UTA Project Manager	Fred Engum
Funding Source	Local
Procurement Process Information	
RFP No.	17-2129TB
Contract Administrator Utah Transit Authority	Trent Blair 669 West 200 South Salt Lake City, Utah 84101 (801) 287-3052 tblair@rideuta.com
Evaluation Criteria: <ul style="list-style-type: none"> • Vendors past performance/experience • Certifications • Price • Compliance with the specification 	This is a Best Value Procurement where product spec, vendor performance, certifications, compliance with spec will be evaluated then price.
RFP Schedule:	
a. Issue Request for Proposals	February 28, 2017
b. Deadline to submit questions to UTA	March 14, 2017
d. Deadline to submit proposals	March 28, 2017
e. Target contract award date	April 11, 2017

Contents of this RFP	
Part 1 – Project Specific Information	
Part 2 – Procurement Process	
Part 3 – Standard Terms of Solicitation	
Part 4 – UTA Standard Contract Terms	
Part 5 – Proposal Forms	
Attachment 1 – Specifications / Bid Form	
Proposal Contents	
<p>Proposals must include the following:</p> <ul style="list-style-type: none"> • Data/specs on wheel blanks • Price Proposal Form • Proposal Declarations, Offer, and Acceptance Form • Last 10 years of work history supplying wheels, including lead times/performance, and with references • All relevant certifications like AAR M-1003 	<p>See Part 2 for more information about the contents of the Proposal</p>



Part 1 - Project Specific Information

- A. **Supplies/Services** – The UTAH TRANSIT AUTHORITY (UTA) is requesting proposals from responsive, responsible persons or firms for Commuter rail wheels per the Specifications and Bid Schedule.

This solicitation is available Through SCIQUEST Contractors are responsible to revisit the web site from time-to-time for any amendments to the solicitation; failure to acknowledge the receipt of amendments may render proposals non-responsive. .

- B. **Cost Type** – Payments are anticipated to be made on a Fixed Price basis.
- C. **Award of Contract** – Award of a Contract from this RFP will be based upon competitive proposals (responsive, responsible low bidder).
- D. **Period of Performance** – Performance under this contract will be for a period of three (3) years with the possibility of two (2) one (1) year options to extend.
- E. **Proposals shall be valid for a duration of no less than ninety (90) days from proposal due date.**
- F. **Bidders Risk-** Bidder shall examine the Request for Proposals and strictly comply with instructions and provisions contained in it. Failure to do so shall be at the bidder's risk.

GENERAL INSTRUCTIONS

- A. **General.**

1. Requests for Approved Equals. The brand and model numbers listed herein reflect the characteristics and level of quality that will satisfy UTA's needs. The salient characteristics of the brand and part numbers are listed as the minimum requirements in Part 3 of this RFP. To be considered for award, offers of "approved equal" products (including "approved equal" products of the brand name manufacturer) must meet those characteristics; clearly identify the item by brand name, make or model number; include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contract Buyer; and clearly describe any modifications the bidder plans to make in a product to make it conform to the RFP requirements. The bidder must also mark any descriptive material to clearly show such modifications. UTA will evaluate "approved equal" products on the basis of information furnished by the bidder or identified in the proposal and reasonably available to UTA. UTA is not responsible for locating or obtaining any information not identified in the proposal. Unless the bidder clearly indicates in its proposal that the product being offered is an

"approved equal" product, the bidder shall provide one of the known brands and part numbers listed above.

2. The RFP Contents Checklist, Part 2 of the RFP, is included for the bidder's convenience. Each bidder is solely responsible for submitting any necessary forms and certifications that may be required by the Contract.

B. Addenda to RFP. In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the bidder to make an adequate interpretation of the provisions of this RFP, an addendum to the RFP will be provided to each recipient of this RFP.

C. Inquiries. Questions about UTA and this RFP Must be submitted through SCIQUEST questions board. All questions will be asked and answered publicly through SCIQUEST:

From the issuance date of this RFP until UTA selects a Proposal for award, Trent Blair is the sole point of contact for UTA and UTA's project team members concerning this RFP. Any violation of this condition may be cause for UTA to reject the offending Bidders Proposal. If UTA later discovers that the Bidder has engaged in any violations of this condition, UTA may reject the offending Bidder Proposal or rescind its contract award. Bidders must agree not to distribute any part of their Proposal beyond UTA. A Bidder who shares information contained in its Proposal with other UTA personnel, UTA project team members, UTA board members, and/or competing Bidders personnel may be disqualified.. All questions, requests for clarifications, requests for approved equals and/or changes to the form of the Contract must be made before the Inquiry Deadline. UTA has no obligation to respond to questions, requests for clarifications, requests for approved equals, or amendments that are not submitted through SCIQUEST, nor to those submitted after the Inquiry Deadline. Except as provided below, UTA's responses to all inquiries properly submitted will be answered through SCIQUEST with addendum to follow if applicable.

PROPOSALS

A. Submission Requirements.

1. Any alteration, interlineation, or erasure by the bidder in the form of the RFP documents as originally prepared by UTA may be treated as non-responsive. Conditional proposals or those that take exception to the RFP documents or Specifications may be treated as non-responsive.
2. **Proposal Submission.** Your proposal must be in SCIQUEST no later than the time and date set forth in the RFP Cover Sheet. Proposals received by UTA after the time and date specified will be considered non-responsive.
3. **Signatures.** Proposals must be signed by a duly authorized official of the firm. Proposals submitted by consortiums, joint ventures, or teams, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the consortium, joint venture, or team.

4. **Omissions from RFP.** Should UTA omit any item from this RFP that is necessary to a clear understanding of the work, or should it appear that various provisions are inconsistent or in conflict, then the Bidder shall request clarification from UTA before the Inquiry Deadline identified in RFP Cover Sheet.
5. **Unbalanced Proposals.** Proposals that, in the opinion of UTA, are unbalanced so that each item does not reasonably carry its own proportion of cost, or which contain inadequate or unreasonable prices for any item, may be rejected.
6. **Withdrawal of Proposals.** A Bidder may withdraw its proposal at any time prior to the proposal opening by written, or email notice received in the office designated in the RFP not later than the exact time set for opening of proposals.

B. Content Requirements.

1. All proposals must include the completed forms and certifications included with Part Two, as applicable.

C. Prices Quoted and Discrepancies. All prices must be quoted at a firm price, FOB, Utah Transit Authority, 900 North 500 West, Salt Lake City, Utah 84116, delivered to and accepted by UTA. Where both the written word and numerical dollar amounts are reflected on the proposal form, the written word amount is the amount that controls and that shall be publicly read. In cases of discrepancy between the unit price and the computed total price, the unit price alone will be considered as representing the Bidder's intention.

D. News Releases. UTA's written approval is required prior to any communication with the press or any public disclosure relating to this RFP or any subsequent awards.

E. Cost of Bid Preparation. UTA shall not reimburse bidders for costs incurred for preparation of bids or required documentation.

F. Materials Submitted. All materials submitted shall become the property of UTA and will not be returned to the bidder.

G. Rights Reserved to UTA

1. All bidders are hereby notified that the execution of a Contract pursuant to this RFP is dependent upon acceptance of a mutually acceptable Contract with the successful bidder (s) and subsequent appropriation by UTA's Board of Directors of the necessary funds. Successful bidders must be prepared to execute the Contract (as may be amended by the issuance of Addenda) that is provided with this RFP. UTA has no obligation to accept requested changes to the form of the Contract terms after the Inquiry Deadline and no changes will be made after award to the successful bidder(s) (other than in respect of typographical errors).
2. It is the intent of UTA to make an award within thirty days from the RFP due date; however, all bids shall be valid for no less than ninety days.
3. UTA reserves the right to reject all offers and re-solicit or cancel this RFP if deemed by the UTA to be in its best interest.

H. Prohibited Interests.

1. No employee of UTA or any member of its governing body shall have any personal or financial interest, direct or indirect, in this Contract or any contract executed subsequently in connection herewith during his or her tenure or for one year

thereafter. No director, officer, employee, or agent of UTA shall be interested in any contract or transaction with UTA except in his or her official representative capacity.

I. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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"

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. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 Non-procurement List issued by U.S. General Service Administration.
7. 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.

8. 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.

- J. Payment Terms.** UTA shall pay the Contractor, upon submission of proper invoices, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract. Partial payment may be made on portions of the contract that are completed, fully functional and accepted by UTA as approved by the Manager of Purchasing and Materials. Unless otherwise specified herein, final acceptance will be with the specified UTA Program Manager. (See Part 5)

The Utah Transit Authority (UTA) is funded by both Local and Federal funds. Therefore, UTA is unable to allow advance or down payments. Materials and/services must be received and accepted prior to payment. Payment Terms are Net 30 days after receipt and verification of invoices submitted by the Contractor unless otherwise noted in Part 5 below.



Part 2 – Procurement Process Information

A. PROPOSAL FORMAT

Proposals must be submitted via Sciqwest, with price sheets submitted as a different file to be evaluated separately:

- Sign all required forms
- Any additional information shall be added as an attachment.
- The Proposer may submit brochures, or additional materials. Please include any images if needed.

Failure to follow the format described above may result in the Proposal being deemed nonresponsive.

B. PROPOSAL CONTENT: Proposals must contain the following information –

1. Certifications

A copy of all relevant certifications like AAR M-1003 need to be included with the proposal.

2. Price

The price schedules submitted by the proposer on the Price Proposal form shall be the full and total cost for the product or items indicated on the form. All applicable costs, charges or fees shall be included as part of the price, or listed as a separate item on, or attached to, the Price Proposal Form.

UTA will not be responsible for or pay for any costs, charges or fees not included or identified in the Price Proposal.

UTA is a public entity permitted to purchase items from a state cooperative contract. Vendors offering pricing under a Utah State cooperative contract must indicate such on the Price Proposal form and indicate the applicable State contract with its pricing.

3. Compliance with the Specifications

The Proposal must describe the proposed product(s), and how it meets or exceeds the Specifications set forth in Part 1.

The Proposal must describe the Vendor's ability and willingness to meet the requirements regarding Delivery, Handling/Transporting Materials and other requirements set forth in Part 1. The Proposal must include a brief description of the Vendor, including its experience in providing the same or like products. Vendors shall furnish the name, address and duration of services of previous customers as part of their proposal. Failure to provide this information may render the Proposal non-responsive. Information regarding Vendors' experience will be used only to determine responsibility; it will not be used as an evaluation factor.

4. Past performance

UTA will evaluate the proposer to determine whether performance on similar contracts has been satisfactory. UTA will examine factors such as schedule adherence, engineering assembly and manufacturing quality, field product support, and warranty for past contracts. UTA will contact references for this portion of the evaluation. UTA reserves the right to use its experience with proposer or contact transit properties or individuals at transit properties other than those listed by the proposer.

5. Proposal Declarations, Offer, and Acceptance form

The Proposal must include a signed copy of the Proposal Declarations, Offer, and Acceptance form.

C. RATING OF PROPOSALS:

An Evaluation Committee and/or the Procurement Department will conduct an initial examination of the proposals to eliminate those proposals which are determined non-responsive to the stated requirements. After the initial examination the Evaluation Committee will then evaluate and score the proposals through a one and/or two step process. The same evaluation criteria will be used to complete the evaluation for both the one and/or two step process.



Part 3 – Standard Terms of Solicitation

A. INSTRUCTIONS TO PROPOSERS

1. Submission of Proposals.

Proposals will be received at UTA, 669 West 200 South, Salt Lake City, UT 84101 by the UTA Contract Administrator, and will be time/date stamped upon receipt at that location. Any Proposal received after the Deadline to Submit Proposals listed on the RFP Cover Sheet will be considered non-responsive. It is the responsibility of the Proposer to ensure that its Proposal arrives at the designated location and person by the specified time.

2. Minimum Standards.

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

3. Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), procurement information related to this procurement will not be made public until after execution of the Contract with the successful Proposer. Procurement information includes the Proposals submitted by Proposers in response to this RFP and any accompanying documentation, as well as records maintained by UTA during the procurement process.

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

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

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

- c) In addition to the Proposal copies submitted in accordance with the Submittal Instructions on the RFP Cover Sheet, submit one hard and one electronic copy of the Proposal that has all the trade secret information deleted from the Proposal and label such copy of the Proposal "Public Copy." If a Proposer submits a Proposal containing no trade secret information, no "Public Copy" need be submitted. However, any Proposer that submits a Proposal containing no trade secret information must so certify in a cover letter to its Proposal and still must submit one electronic copy of the Proposal; and
- d) Defend any action seeking release of the records it believes to be trade secret information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA's cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Proposal, the Proposer agrees that this indemnification survives as long as the trade secret information is in possession of UTA.

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

4. Submitting Questions to UTA

Questions and Requests for changes to the RFP must be submitted via email on Form Q (Part 5, Forms). All questions must be directed to the Contract Administrator identified on the RFP Cover Sheet. Questions must be received no later than the Deadline to submit Questions and Requests for Changes listed on the RFP Cover Sheet.

UTA's answers to timely questions will be issued by the Contract Administrator no later than the Last day for UTA to issue Addenda and Clarifications, listed on the RFP Cover Sheet. Answers, without attribution, will be issued to all firms or persons that have communicated to the UTA Contract Administrator, in writing, their interest in submitting a Proposal.

5. Requests for Approved Equals or Changes

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

Requests for Approved Equals must be submitted with the Proposal, and must be on Form Q (Part 5, Forms).

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

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

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

6. Addenda to the Request for Proposals

UTA reserves the right to make changes to the RFP, by issuing a written addendum to the RFP which will be issued to all firms or individuals that have communicated to the UTA Contract Administrator, in writing, their interest in submitting a Proposal.

7. Multiple or Alternative Proposals

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

8. Withdrawal of Proposals

A Proposer may withdraw its Proposal before the Proposal due date without prejudice to itself by submitting a written request for its withdrawal to UTA's Grants and Contracts Administrator. If a Proposer withdraws its Proposal prior to the Proposal due date, UTA will return the Proposal to the Proposer.

9. Cost of Proposals

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

10. Examination of Request for Proposals

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

11. Firm Offer

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

Submit Proposals.

12. Disclosure of Organizational Conflicts of Interest

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

13. No Collusion

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

B. E-VERIFY

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

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

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

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

C. SELECTION PROCESS

1. No Public Opening

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

2. UTA's Procurement Options

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

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

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

3. Responsibility

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

4. Checking References

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

5. Requests for Clarification

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

All requests for Clarification will be in writing via 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.

6. Presentations / Interviews / Problem-Solving Exercises

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

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

7. Competitive Range

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

8. Discussions

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

9. Best and Final Offers

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

If UTA requests Proposal revisions and/or BAFOs, Proposers in the Competitive Range may be informed of and requested and/or allowed to revise their Proposals, including correction of any weaknesses, minor irregularities, errors, and/or deficiencies identified to the Proposers by UTA following initial evaluation of the Proposals. The request for Proposal revisions and/or BAFOs will allow adequate time for the Proposers to revise their Proposals. Upon receipt of the Proposal revisions and/or BAFOs, the process of evaluation will be repeated. The process will consider the revised information and re-

evaluate and revise ratings as appropriate. Although this RFP allows for Proposal revisions and/or BAFOs, all efforts will be made to make a selection based on initial Proposals. If Discussions are held, UTA will attempt to limit the selection process to a single BAFO following Discussions. If a Proposal revision and/or BAFO is requested of a Proposer, and that Proposer opts to not submit a Proposal revision and/or BAFO, that Proposer's original Proposal or most recent Proposal revision, as appropriate, will be treated as its BAFO.

10. Best Value Determination

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

11. Negotiations

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

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

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

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

12. Notice to Unsuccessful Proposers

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

13. Debriefs

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

D. PROTESTS

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-101 *et seq.* To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by hand delivery, by recognized overnight courier service or by certified or registered mail, addressed as follows:

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

All protests must include:

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

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

Chair, UTA Board of Trustees
c/o Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Attn: Board Coordinator
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

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



Part 4 – 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.

U T A

REQUEST FOR PROPOSALS

Part 6 – Forms

The following pages consist of forms to be used in conjunction with this RFP.

Payment Terms	Enter Prompt Payment Discount Terms*
Price Proposal / Bid Schedule	Proposers should fill out the Price Proposal form and submit with their Proposal.
Declarations, Offer, and Acceptance	Proposers should fill out and sign the Declarations, Offer, and Acceptance form, and submit with their Proposal. (Note: This is a separate additional signature line than the Offer signature)

*Discounts will be calculated from the date of final receipt of the materials, or final acceptance of the services, invoiced for, or, date of receipt of the original and correct invoice, whichever is later.

PAYMENT TERMS:

UTA shall pay the Contractor, upon submission of proper invoices, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract. Partial payment may be made on portions of the contract that are completed, fully functional and accepted by UTA as approved by the Manager of Purchasing and Materials. Unless otherwise specified herein, final acceptance will be with the specified UTA Program Manager. The Utah Transit Authority (UTA) is funded by both Local and Federal funds. Therefore, UTA is unable to allow advance or down payments.

Materials and/services must be received and accepted prior to payment. Payment Terms are Net 30 days after receipt and verification of invoices submitted by Contractor unless otherwise stated below. Discounts will be calculated from the date of final receipt and acceptance of the materials or services, invoiced for, or, date of receipt of the original and correct invoice, whichever is later.

PROMPT PAYMENT DISCOUNT	_____ % _____ DAYS (OR) _____
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PROPOSAL DECLARATIONS, OFFER, AND ACCEPTANCE FORM

A. PROPOSAL DECLARATIONS

This Proposal is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Proposer has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302 (see Part 3 (B) for more information).
4. I acknowledge receipt of the following addenda to this RFP:
- 5.

Addendum No.____ Date_____ Initial._____

Addendum No.____ Date_____ Initial._____

Addendum No.____ Date_____ Initial._____

Addendum No.____ Date_____ Initial._____

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

6. Further, this Proposal is submitted upon the declaration that I have reviewed the terms and conditions of the RFP, including the Contract Terms, and accept all the terms and conditions stated therein.

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

(Contractor's Name)

(Signature)

(Print Name)



ATTACHMENT 1

SPECIFICATION / BID SCHEDULE

BID FORM

Bidders shall indicate unit pricing for each wheel set. Bidders shall submit data/spec sheets with their offer for the exact wheels being press on. Pricing shall include all labor, parts, and other cost associated with the new wheels being pressed on.

The wheel sets should be disassembled inspect axle and polish. Inspect bearing houses sandblast and paint. Recondition/replace journal bearings and remount. Supply and bore new wheels, reassemble, and do final inspection.

ITEM	QTY*	UNIT AMOUNT	LEAD TIME
Locomotive 40" wheels	35		
Bi-level 33" wheels	45		
Comet 32" wheels	25		
Rotor Disc	110		

* Quantity is for wheel sets (two blanks per set).

Bidders Name _____

SPECIFICATIONS: Locomotive wheels need to be trued to APTA 120 (AAR S-621-79 1:20).