

Solicitation MP14901 RFI

Request for Information - Pupil Transportation for Utah Schools Deaf and Blind

Bid designation: Public

State of Utah



State of Utah

Bid MP14901 RFI

Request for Information - Pupil Transportation for Utah Schools Deaf and Blind

Bid Number **MP14901 RFI**
 Bid Title **Request for Information - Pupil Transportation for Utah Schools Deaf and Blind**

Bid Start Date **Jan 10, 2014 11:41:44 AM MST**
 Bid End Date **Feb 7, 2014 10:00:00 AM MST**
 Question & Answer End Date **Jan 27, 2014 7:00:00 AM MST**

Bid Contact **Mark R Parry**
Purchasing Agent
DAS - Purchasing and General Services

Prices Good for Not Applicable

Bid Comments **This is a Request for Information (RFI) only. It is NOT a request for quotes, bids or proposals. NO contract will be awarded as a result of this RFI.**
Please see the attached RFI documents for more information.
All questions regarding this RFI must be submitted through Bid Sync. All answers to questions will be posted on Bid Sync and will be considered addenda to the RFI. All addenda to the RFI will be posted on Bid Sync.
Information submitted will be considered by the State of Utah. If the State determines that the information received provides for a viable option, a subsequent solicitation will be issued.
Please upload all completed documents and any additional information you wish to provide.

Item Response Form

Item **MP14901 RFI --01-01 - Request for Information - Pupil Transportation for Utah Schools Deaf and Blind**
 Quantity **1 n/a**
 Prices are not requested for this item.
 Delivery Location **State of Utah**
No Location Specified
 Qty 1

Description

The State of Utah Division of Purchasing on behalf of the Utah Schools for the Deaf and the Blind is issuing this RFI in order to obtain information that may be used in a future solicitation for outside expertise to provide cost/benefit analysis related to Utah's options in running a state based risk adjustment program.

This RFI will not result in a contract award. Information obtained in response to this RFI may or may not be used in a future Invitation for Bid.

STATE OF UTAH



SOLICITATION NO. MP14901 RFI

Request for Information - Pupil Transportation for Utah Schools Deaf and Blind

RESPONSES DUE NO LATER THAN:

Feb 7, 2014 10:00:00 AM MST

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

State of Utah

Division of Purchasing



Request for Information

PUPIL TRANSPORTATION for Utah Schools for the Deaf and the Blind (USDB)

RFI Number:	MP14901 RFI
Date Issued:	January 10, 2014
Questions Due:	January 27, 2014 at 7:00 am MST
RFI Date Due:	February 7, 2014 at 10:00 am MST

REQUEST FOR INFORMATION (RFI)
PUPIL TRANSPORTATION for
Utah Schools for the Deaf and the Blind (USDB)
RFI #: MP14901 RFI

1. NOTICE

This solicitation is only a request for information. It is not a solicitation for quotations, bids or proposals. No contract award will result from this Request for Information (RFI). The information received from this RFI will be analyzed and may be used for a request for proposals issued later.

The intention of this solicitation is to determine if the market supports multiple vendors providing Pupil Transportation to USDB and what those vendors estimate the costs to be as part of an overall on-going Pupil Transportation Analysis. In the event that the State determines continued out-sourced Pupil Transportation to be practical and of value to the Utah Schools for the Deaf and the Blind (USDB), a Request for Proposals (RFP) may be issued at a later date

2. STATE OF UTAH DIVISION OF PURCHASING CONTACT

The contact for this RFI is Mark Parry. He may be contacted at:

Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114
PH: 801-537-9243
FAX: 801-538-3882
EMAIL: mparry@utah.gov

3. QUESTIONS

Questions relating to this RFI may be submitted in writing on BidSync or by email to the contact person above. All questions/inquiries must be received no later than **7:00 AM MDT on Monday January 27, 2014.**

Any inquiry must contain:

- (i) the name of the party's representative who is responsible for the inquiry;
- (ii) the representative's business telephone number and email address; and
- (iii) the name of the company represented

Please note that the State of Utah will post its responses to written inquiries received timely to BidSync in the form of a question/answer, or as an addendum to the RFI.

4. RESPONSE FORMAT AND SUBMISSION DEADLINE

If you are interested in providing the information requested in this RFI, please submit your response in one of the following two formats:

- **Electronic Submission-** It is preferred that requested information be submitted electronically. Electronic responses may be submitted through a secure mailbox at Bid Sync (www.bidsync.com) until the date and time indicated in this document. It is the sole responsibility of the responder to ensure that their response reaches Bid Sync before the closing date and time. There is no cost to the “Company” to submit electronic responses via Bid Sync. Any uploaded documents must be either WORD/EXCEL or a .pdf file.
- **A mailed paper original-** It is preferred that this method of submitting a response include a CD containing an exact copy of that original, either as WORD and EXCEL documents or as a .pdf file.

Responses to this RFI are due by 10:00 AM MDT time on Friday, February 7, 2014.

If you mail in your response, clearly mark the package with the RFI # **MP14901 RFI** and the words “**RFI – USDB Pupil Transportation**” on the outside of the package.

5. COST OF PREPARING A RESPONSE TO THIS RFI

While the information being received under this RFI is of great value to the State in determining the feasibility of out sourced Pupil Transportation for USDB, please note that response preparation costs are the sole responsibility of the respondent submitting the response. The State is not able to provide reimbursement for any costs associated with a response to this RFI.

6. CONFIDENTIALITY OF RESPONSE

All information submitted to or by a governmental entity in response to this Request for Information (RFI) is protected under Section 63G-2-305-7 of the Utah Code (ref. 63G6a-505).

- (1) Information submitted to or by a governmental entity in response to a request for information, except, subject to Subsections (1) and (2), that this Subsection (7) does not restrict the right of a person to have access to the information, after:
 - (a) a contract directly relating to the subject of the request for information has been awarded and signed by all parties; or
 - (b) (i) a final determination is made not to enter into a contract that relates to the subject of the request for information; and

- (ii) At least two years have passed after the day on which the request for information is issued;

7. GOVERNING LAWS AND REGULATIONS

The Utah Procurement Code, Title 63G, Ch. 6, Utah Code.

8. SUBSEQUENT SOLICITATIONS

Information submitted will be considered by the State of Utah. If the State determines that the information received provides for a viable option, a subsequent solicitation will be issued.

9. RESPONSE TO THIS RFI IS NOT MANDATORY

Failure to respond to this RFI in whole or in part will not disqualify any "Company" from participation in any subsequent solicitation by the USDB regarding this matter.

10. RESPONSE NON-BINDING

RFI is not a procurement process and may not be used to enter into a contract. This RFI will not result in a contract award; a response to a RFI is not an offer and may not be accepted to form a binding contract. The purpose of this request is solely to gather information that may, or may not be used in a future Request for Proposals.

11. RESPONSE CONTENTS

The Utah Division of Purchasing & General Services requests that all materials, including publically available marketing literature, business processes, and general information be pertinent to the information provided in the Scope of Work section of this RFI to assist in determining the best practices, industry standards, performance standards, and analytical procedures necessary to successfully complete this project..

12. INFORMATION SOUGHT BY THIS RFI

The purpose of this Request for Information (RFI) is to receive a **range of potential monthly pricing** from vendors that are able to provide Pupil Transportation to the Utah Schools for the Deaf and the Blind (USDB) (State of Utah). Vendors participating in this RFI should understand the criteria below details how the Utah Schools for the Deaf and the Blind would expect to do business with a transportation vendor;

A. Information that the vendor has the ability to:

- Provide Pupil Transportation in three regions of the State of Utah; North, Central and South Region.
- Assume Pupil Transportation operations using the baseline criteria established in the attached spreadsheet and what those costs potentially are to USDB.

B. The vendor will use the attached spreadsheet to provide information and cost analysis on monthly charges related to two distinct operational and cost areas. They are:

- 1) Estimated monthly personnel salary and benefits by route, by region, including costs for both drivers and support personnel to the individual route. The driver costs cannot exceed five hours per day for a 180 day schedule. Some other important factors:
 - a. Ensure that drivers meet all qualifications to transport USDB students and capture those costs in the spreadsheet. This includes, but is not limited to, paying for background checks, CPR certification, drug tests, and /r Driver's Testing and Certification.
 - b. Ensure that support personnel to the routes/regions are captured here as well. For example, managers, dispatchers, administrative assistants, trainers, operators, etc.
 - c. Ensure that individual drivers are equipped with communication devices both in the vehicle and on the person.
 - d. Vendors responding to this RFI are strongly encouraged to thoroughly review Standards for Utah School Buses and Operations and formulate costs based on the requirement to meet the standards of Utah Transportation Carrier Rule R9909-3

- 2) Estimate Monthly Vehicle Sustainment Cost by Route for a 180 day transportation schedule. Some other important factors in the cost estimate:
 - a. The State of Utah and USDB recognize that Capital Costs (i.e. the purchase of vehicle platforms for the Pupil Transportation Operation) are necessary. In view of this we have provided the base line (current) fleet that a potential vendor would have to replace by region, by route. We expect the vendor responding to this RFI to ensure that the costs of maintaining their replacement fleet to the current vehicle footprint is part of the costs depicted in this field in the spreadsheet (i.e. leasing of the vehicles). In addition, the monthly sustainment of the fleet costs is to be captured as well. Such costs would include but are not limited to:
 - i. Periodic maintenance
 - ii. Fuel
 - iii. Insurance
 1. Specific to Insurance the current coverage requirements are:

- a. \$5,000,000.00 per bus
 - b. \$2,000,000.00 per van
 - 2. Vendors providing information must also account for State of Utah requirements for Business Insurance for Pupil Transportation operations as a whole in their overall cost information presentation as well.
 - 3. Potential contractors/vendors replying to this RFI are strongly encouraged to ensure that all aspects of risk management for Pupil Transportation and the costs associated with it are taken into consideration when presenting the final information on costs.
 - iv. Repair
 - b. Pay particular attention to the baseline accommodation requirements (i.e. booster seats, wheelchair mounts, etc.). Ensure capability and flexibility in your cost estimate to at least meet these baseline criteria for accommodating USDB students. Also, include costs to expand accommodations along these lines as well. For example, some vehicles may need to undergo modification to carry Oxygen Bottles and or additional space for adult passengers such as nurses to accompany the student. The vendor should consider also having replacement accommodations as well.
 - c. Ensure adequate storage and safeguarding of the fleet costs are considered.
 - d. Ensure adequate reserve vehicles are available and the costs associated with those are captured to ensure seamless support to the routes in the event of vehicular breakdown.
 - e. Utilize a planning factor of driving 960,000 miles across all regions and all routes over the 180 day period.
 - f. Understand that payment from USDB to a vendor is only for a 180 day performance period and is subject to actual days within the 180 the vendor provided the transportation service.
- C. All transportation vehicles would need to have at least the following specifications at a minimum:
 - a. Automatic transmission
 - b. Power brakes
 - c. Anti-lock brakes
 - d. Power exterior mirrors
 - e. Power windows
 - f. Power door locks
 - g. Keyless entry with 2 fobs
 - h. AM/FM radio with CD player and clock
 - i. Front/rear floor mats
 - j. Cruise control
 - k. Heating and air conditioning systems
 - l. Spare tire
 - m. Dual stage front airbags
 - n. Cloth seats
 - o. First Aid kits

- p. Mounted Communication Devices**
- q. Fire Extinguishers**

- D. Please provide any other information regarding this request that you feel would be valuable or necessary to have to consider for this Request For Information (in WORD document or .pdf file).**
- E. Please provide a written, detailed explanation of your cost calculations.**

**ATTACHMENT A: STATE OF UTAH TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES**

1. **AUTHORITY:** Provisions of this contract (“Contract”) are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The person or entity contracting with the State under this Contract (“Contractor”) and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor 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 agrees to allow State and Federal auditors, and State Agency staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **TIME:** The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
6. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to the State of Utah and anyone for whom the State of Utah may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
7. **PAYMENT:**
 - 7.1 Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
 - 7.2 The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah’s purchasing card (major credit card).
 - 7.3 The acceptance by the Contractor of final payment without a written protest filed with the State within ten (10) working days of receipt of final payment shall release the State from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.
8. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
9. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

10. DOCUMENT OWNERSHIP: Contractor agrees that any work/services and all Deliverables prepared for State, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with the State. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the State. Contractor further agrees to provide all assistance reasonably requested by State in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.

11. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

11.1 Status Verification System

(1) Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor 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 Utah Code Ann. Section 63G-12-302.

(2) The Contractor 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 Utah Code Ann. 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."

(3) The State will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.

(4) Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.

11.2 Indemnity Clause for Status Verification System

Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

12. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with Section 67-16-8, Utah Code Annotated, 1953, as amended. Contractor also represents that it has no conflict of interest in performing the services for the State under this Contract, unless such conflict of interest has been disclosed to the State and approval to proceed, notwithstanding the conflict, has been obtained from the State in writing.

13. CONTRACTOR AN INDEPENDENT CONTRACTOR: The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the State for these Contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

14. INDEMNITY CLAUSE: The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence

of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's subcontractors or subconsultants at any tier, or (d) anyone for whom Contractor may be liable but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

- 15. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of the State of Utah regarding any of the above mentioned prohibitions in this paragraph.
- 16. PERFORMANCE EVALUATION:** The State of Utah may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
- 17. WAIVERS:** No waiver by the State or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
- 18. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- 19. RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
- 20. SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if suspended or debarred by any governmental entity during the Contract period.
- 21. TERMINATION:**
- 21.1 Unless otherwise stated in the Additional Terms and Conditions of the State of Utah, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 21.2 In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of the State and shall be promptly delivered to the State.

22. INSURANCE:

22.1 To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the State of Utah Division of Risk Management.

22.2 The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:

- (1) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
- (2) General Liability Insurance. Contractor must carry insurance with policy limits no less than one million per incident and three million in the aggregate. Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation.
- (3) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
- (4) Any other insurance described in the solicitation for this Contract, if applicable.

22.3 Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

22.4 The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

- 23. STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to the State of Utah for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
- 24. STATE REVIEWS, LIMITATIONS:** The right of the State to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the State, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the State or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the State of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.
- 25. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If the Legislature does not appropriate funds for paying the State's obligations on this Contract, or if funding to the State is reduced due to an order by the Governor, or is required by State law, or if Federal funding (when applicable) is not provided, the State may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice to Contractor. If this Contract is terminated, or services and purchase obligations are reduced due to nonappropriation of funds or reduction in funding, as described in the preceding sentence, the State will pay Contractor for services properly performed, and will reimburse Contractor for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Contractor's sole remedy, and the State will not be liable for any future commitments, penalties, or liquidated damages.
- 26. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Contract.

- 27. PUBLIC INFORMATION:** Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives the State express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 28. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.
- 29. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the State.
- 30. DEFAULT AND REMEDIES:**
- 30.1 Any of the following events will constitute cause for the State to declare Contractor in default of this Contract:
(1) Nonperformance of contractual requirements; or
(2) A material breach of any term or condition of this Contract.
- 30.2 Should Contractor be in default under any of the provisions under Subsection 30.1 above, the State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations.
- 31. 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 is beyond that party's reasonable control. The State may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.
- 32. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
- 33. CONFLICT OF TERMS:** In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the terms and conditions in the Contract, the order of precedence shall be: (1) Attachment A: State of Utah Terms and Conditions; (2) State of Utah Contract Signature Page(s); (3) Additional Terms and Conditions of the State of Utah; (4) Terms and Conditions of the Contractor, if any.
- 34. ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related State solicitation documents, if any, constitutes the entire Contract 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 this Contract shall 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 the State. The parties agree that the terms of this Contract shall 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 shall not be considered written amendments of this Contract.

35. DISPUTE RESOLUTION: In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The State, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the State appoints such an expert or panel, State and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

(Revision date: 12 Apr 2013)

Cache County

						Estimated Annual Personnel Salary & Benefits for this route including costs for drivers and support personnel to the route (i.e. Route Supervisor, administrative assistant).	Estimated Annual Vehicle Sustainment Cost by Route for a 180 day transportation schedule (must include fuel costs)
Route	Accomodations	Capability to Transport	Current Vehicle Type	Vehicle Type and Year Vendor Would Replace Current Vehicle Type With (must meet Utah State Code for Pupil Transportation)	Driver hours cannot exceed 5 hours per day for 180 days per year. Support staff hours determined by vendor.		
Route 1	High Back Bossters	Four Pre-School Students	2010 Suburban			\$ -	\$ -
Route 2	High Back Bossters	Two Kindergarten and One Pre-School Student	2010 Suburban			\$ -	\$ -
Route 3	High Bakce Boosters/Transport Wheelchair	Two Pre-School Students and One Kindergarten	2010 Suburban			\$ -	\$ -
Totals						\$ -	\$ -
<p>Note: Route 2 and 3 are currently combined</p>							

					Estimated Monthly Personnel Salary & Benefits for this route including costs for drivers and support personnel to the route (i.e. Route Supervisor, administrative assistant). Driver hours cannot exceed 5 hours per day for 180 days per year. Support staff hours determined by vendor.	Estimated Monthly Vehicle Sustainment Cost by Route for a 180 day transportation schedule (must include fuel costs)
Route	Accommodations	Capability to Transport	Current Vehicle Type	Vehicle Type and Year Vendor Would Match/Replace Current Vehicle Type With (must meet Utah State Code for Pupil Transportation)		
Route 1	High Back Booster (3) One with harness	Three Students; All Pre-school	Kia		\$ -	\$ -
Route 2	High Back Booster (4) Two with harness	Four Students; All Pre-school	Dodge Sprinter		\$ -	\$ -
Route 3	High Back Booster (5)	Five Students; All Pre-school	Dodge Sprinter		\$ -	\$ -

						Estimated Monthly Personnel Salary & Benefits for this route including costs for drivers and support personnel to the route (i.e. Route Supervisor, administrative assistant).	Estimated Monthly Vehicle Sustainment Cost by Route for a 180 day transportation schedule (must include fuel costs)
	Accomodations	Capability to Transport	Current Vehicle Type	Vehicle Type and Year Vendor Would Match/Replace Current Vehicle Type With (must meet Utah State Code for Pupil Transportation)	Driver hours cannot exceed 5 hours per day for 180 days per year. Support staff hours determined by vendor.		
Route 1	High Back Booster (3)	Three Students; All Pre-School	Dodge Sprinter		\$	-	\$ -
Route 2	High Back booster (3); Whhelchair mount	Four Students; Grades, K, K, K, and Pre-School	Unkown		\$	-	\$ -
Route 3	High Back Booster (3); One with harness	Three Students; All Pre-school	Chevrolet Astro		\$	-	\$ -

Question and Answers for Bid #MP14901 RFI - Request for Information - Pupil Transportation for Utah Schools Deaf and Blind

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.