

## REQUEST FOR PROPOSALS

Notice is hereby given that the Board of School Trustees of the South Bend Community School Corporation (SBCSC) will receive sealed proposals for the transportation of school children during the 2022-2023 to 2025-2026 school years.

### I. General

- i. As used in this RFP (“Specifications”), "SBCSC" shall mean the Board of School Trustees of the South Bend Community School Corporation.
- ii. These Specifications shall be interpreted by the SBCSC. Bidders with questions regarding these Specifications should submit their questions or request for interpretation in writing to the SBCSC prior to the deadline. Clarification of questions shall be the sole responsibility of the bidder prior to submitting proposals.
- iii. The independent contractor who is awarded a contract SBCSC is subject to and must comply with all applicable state, federal, and local laws and regulations, as well as the SBCSC's policies, manuals, and guidelines.
- iv. The failure to comply with applicable federal or state laws or regulations, or SBCSC policies, or these Specifications, is grounds for contract cancellation.
- v. SBCSC’s bus drivers must strive to serve the transportation needs of our community's students and their families. Because an open channel of communication between contractors and the SBCSC is essential to providing high quality and efficient transportation services, each contractor is encouraged to bring any questions, concerns, or issues to the attention of the Transportation Department as soon as possible. Working together with contractors, SBCSC hopes to address and resolve any contract issues that arise quickly and in a positive and productive manner.

### II. Bidding Requirements and Procedures

#### A. Requirements to Bid

1. Driver proposals. A bidder shall be a driver, who is also the owner/operator of a bus meeting federal, state, and SBCSC requirements.
2. Non-collusion affidavit. Each bidder shall submit one non-collusion affidavit along with the proposals prior to the submission deadline.
3. Bid surety. All bidders shall furnish bid surety accompanying the sealed proposals by money order, a certified check, cashier’s check, or bid bond in the amount of \$3,000.00. Cash cannot be accepted. Surety will be returned when final contracts have been awarded for all routes.

#### B. Required Proposal Procedures

4. **Deadline.** All proposals must be received by the South Bend Community School Corporation, Transportation Department – Vehicle Maintenance Facility, 3003 N. Bendix Dr., South Bend, Indiana 46628 **by 10:00 A.M. (EST) on July 11, 2022.**
5. **Bid form.** All proposals and accompanying certificates shall be submitted on the bid forms prescribed by the South Bend Community School Corporation. Qualified drivers must request the bid forms packet from SBCSC Transportation Department via email or in person.
6. **Per diem proposals.** Proposals shall be in the form of a per diem amount.
7. **Separate bid forms for each proposal.** Bidders are encouraged to submit proposals for any routes they are interested being selected to drive. Bidders must submit a separate proposal for each route.
8. **Sealed envelope.** Each bidder shall submit a sealed envelope containing his or her proposals, labeled: "Sealed Proposal for Bus Route Nos. " etc.
9. **Late proposals.** All proposals received after the designated time and date will not be considered and returned unopened.

C. Bid Opening and Consideration

10. **Bid opening.** Bid opening is scheduled for July 11, 2022 at 10:00 A.M. (EST) at the Vehicle Maintenance Facility building, Transportation Department, 3003 N. Bendix Drive South Bend, Indiana 46628. It is not necessary for bidders to be present for the opening of sealed proposals. All proposals received by the deadline will be considered; no priority will be assigned to proposals based on when they are received. Notwithstanding any other law, offers may be opened after the time stated in the solicitation if both of the following apply: SBCSC makes a written determination that it is in the best interest of SBCSC to delay the opening; and the day, time, and place of the rescheduled opening is announced at the day, time, and place of the originally scheduled opening.
11. **Rejection of proposals.** SBCSC may determine it is in the best interest of the SBCSC to reject proposals, in whole or in part. Such rejection may be based upon any factor allowed included but not limited to the bidder's unresponsiveness or failure to otherwise meet the evaluation criteria.
12. **Evaluation Criteria.** Discussions may be conducted with, and best and final offers obtained from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to SBCSC, taking into consideration price and the other evaluation factors set forth in the request for proposals.

Award may be made to more than one (1) offeror whose proposals are determined in writing to be advantageous to SBCSC, taking into consideration price and other evaluation factors set forth in the request for proposals. The criteria on which all bidders will be evaluated include but are not limited to:

- a. Price per diem;
  - b. Bidder's responsiveness to the instructions in the request for proposal;
  - c. Ability and capacity of bidder to be responsible and provide the services and vehicle as set forth in this request for proposals, including competency and experience; and
  - d. Bidder's experience as a driver with SBCSC, and a clean file with no complaints or disciplinary actions.
  - e. Was not termed or released due to job abandonment.
13. No Alteration. Proposals will be accepted without alteration or correction unless SBCSC makes a written determination to permit a correction or withdrawal based on mutual mistake.
14. Additional Terms. If a bidder inserts terms to the proposed contract that are not specified in this request for proposal, SBCSC may determine to:
- a. Declare the bidder unresponsive;
  - b. Permit the bidder to withdraw the proposed additions in order to meet the requirements and criteria provided in this request for proposal; or Accept the proposed additions to the contract, provided the additions are not prejudicial to the interests of the SBCSC or fair competition, provided such determination is made in writing.

### Contract Requirements

#### A. Provisions Relating to Buses and Equipment

15. Except as provided in the next paragraph, school buses used to fulfill a transportation contract shall not exceed 14 years old at the beginning of the 2022-2023 school year. The year listed on the vehicle's title for the chassis shall be used to determine the age of the vehicle.
16. A driver may use a spare bus (as arranged by the driver and at the driver's expense) that has been pre-approved by the SBCSC (inspected, insured, and with required equipment) that is no more than 18 years old at the beginning of the 2022-2023 school year only in the following circumstances and subject to the following limitations: (a) for up to 3 school days (per occurrence) in the event the driver's bus is inoperable due to mechanical or other reasons; and/or (b) if the spare bus is needed because the driver has two overlapping trips assigned or scheduled, and both of the trips are for the SBCSC. A spare bus that is 14 years old may be used in other circumstances where the driver's primary bus is not operational for more than 3 days with SBCSC's written approval.

17. All contract buses must have the capacity to safely seat and transport 66 or more student passengers.
18. All contract buses shall be equipped with a mobile two-way radio as provided by SBCSC. SBCSC will maintain all two-way radios. It is the responsibility of the contract driver to immediately report all radio malfunctions and make their vehicle and equipment available for maintenance and repairs at the Vehicle Maintenance Facility.
19. Contract buses shall be equipped with a Global Positioning System and RFID Card Readers chosen by SBCSC. If the GPS unit becomes inoperable, and upon notification from SBCSC, the contractor must present the bus and equipment for repairs within 5 business days. All equipment installation and repair expense for using the GPS system according to manufacturer instructions will be at the SBCSC's expense. Drivers will be required to pay any repair cost as a result of misuse or improper operation of the GPS equipment.
20. School buses must be equipped with strobe light on top, provided and maintained by the contract driver. The strobe light must be on at all times when performing services for SBCSC.
21. Black lettering consisting of "South Bend Community School Corporation" and the number assigned by SBCSC to the bus shall be placed on each side of the bus in 4" minimum to 6" maximum letters and numbers. The number only shall be placed on the left rear corner panel.
22. School buses must be equipped with a child alarm notifications system to meet federal and state school bus committee specification language. If the child alert notification system becomes inoperable, and upon notification from SBCSC, the contractor must present the vehicle or repairs within 5 business days.
23. School buses must be equipped with a crossing control arm mounted to the front bumper, as described in SBCSC guidelines. Initial installation will be provided by SBCSC. Any damaged or broken crossing arms will be the responsibility of and the expense of that Driver.
24. SBCSC may require that a bus be equipped with video, monitoring, and other equipment and said equipment shall be provided and maintained by Transportation personnel. If the equipment becomes inoperable or if Transportation personnel request to inspect equipment or review video footage, drivers are expected to deliver their bus and equipment to the SBCSC garage within the same day of the request. Maintenance and repair of the SBCSC installed equipment used according to manufacturer instructions shall be made at no additional cost to the driver.

25. All buses will have an annual bus inspection performed by the Indiana State Police and at SBCSC's discretion. During the school year there will be other spot inspections performed by the Indiana State Police. Contract drivers must deliver their buses to the destination prescribed by the Indiana State Police for inspection.
26. If a contract driver purchases a new bus during the term of the contract, the bus must meet the current federal, state, and SBCSC bus specifications.
27. Buses and equipment will be inspected each semester by the Transportation Department for routine preventative maintenance checks. Buses or equipment that are 12 years old or older must be inspected by the Transportation Department for routine preventative maintenance checks bi-monthly. Routine inspection checks are provided at no cost to the driver.
28. At the end of the contract term (or if the contract is terminated prior to the end of the term), drivers must return to the Transportation Department all equipment provided or installed by SBCSC, including but not limited to mobile two-way radios, GPS units, tablets, video monitoring equipment, and any other technology. Drivers will be charged the cost of repair and/or replacement for equipment damaged (beyond reasonable wear and tear), not used according to manufacturer instructions, or inoperable.
29. For safety reasons all drivers must drive with headlights on at all times while transporting passengers, as well as strobe lights.
30. The SBCSC has a "tobacco-free" environment policy for all school events, locations, and destinations. All school personnel and contractors are subject to this policy, therefore, tobacco use is not permitted on the bus by the driver or any other person. As described in SBCSC Policy 4215, tobacco includes cigars, cigarettes, pipes, snuff, or any other matter or substance that contains tobacco, as well as electronic, "vapor," or other substitute forms of cigarettes.

B. Provisions Relating to Routes

31. A description of routes and extracurricular trips for which proposal can be submitted can be requested from the Transportation Department or emailed upon request. The approximate mileage listed includes the mileage from the routes' starting points to the ending points.
32. A detailed regular route and extracurricular trip description will be supplied prior to each semester specifying stops and timing, including any shuttle or transfer duties. Beginning and ending times and stops will be designated on route descriptions and will be observed except as altered by the Transportation Department. Contractors shall communicate with the Transportation Department to ensure that pick-up times on route descriptions are as accurate as possible prior

to the start of each school year.

33. SBCSC may alter any school bus route and trips at any time. If the altered route is longer than the route in the original contract, the school bus driver may be paid additional compensation for each additional mile or fraction of a mile. The additional compensation shall be figured using the average rate per mile in the original contract.
34. During the contract term, stops on the routes and trips may be added or deleted by the Transportation Department. Proposals shall not be contingent upon the number of stops provided in the route description. Additions or deletions of stops on the designated routes by the school corporation shall not increase the contract price. Contractors shall fully perform their contracts at the bid price regardless of the number of stops.
35. Routes shall be operated as outlined in SBCSC guidance. Times and sequence of stops shall not be altered unless approved by SBCSC (including partial days, early dismissal, start delay, or other emergencies).
36. Contractors shall not add or delete stops without prior approval of the Transportation Department, except in temporary cases of emergency.
37. Any of the routes may include stops and/or timing requirements relating to shuttle or transfer students, though they will not affect route starting or ending points.
38. Drivers may be required to return children home or back to school, or other specified locations in inclement weather, emergencies, or unforeseen circumstances. Any additional mileage incurred should be figured in the contract daily route bid.
39. Turn-arounds on routes will be determined solely by SBCSC.
40. Contract drivers will transport shuttle students.
41. Drivers shall report any portion of the route not traveled each day by radio or email to the SBCSC dispatch office. Drivers may be required to transport a student's home in the afternoon even though the bus was unable to travel that road in the morning.
42. SBCSC shall retain full responsibility and authority during the term of the contract for determining all school bus routes including descriptions and locations, stops, turn-around, timing, and rider ship.

C. Provisions Relating to Drivers

43. SBCSC shall receive a copy of the bus driver's driving record for the past ten (10)

years as maintained by the Bureau of Motor Vehicles of all states prior to being awarded a contract, and then on an annual basis.

44. All drivers must attend all federal, state, and SBCSC training including an annual Universal Precautions (body spill) meeting before driving a route. A body spill kit shall be maintained on each bus.
45. The school bus driver must meet the following qualifications:
  - a. Is of good moral character and has no prior discipline or unresolved complaints
  - b. Does not use intoxicating liquor or substances during school hours
  - c. Does not use intoxicating liquor to excess or illegal substances at any time
  - d. Is not addicted to any drug or medication
  - e. Is at least twenty-one (21) years of age and have five (5) years of prior service as a bus driver with SBCSC
  - f. Holds a valid commercial driver's license issued by the State of Indiana
  - g. Must have a SBCSC identification badge. SBCSC will provide the badge. Badges must be worn at all times while on duty with SBCSC. Upon request, drivers must either submit a current photograph, at least 2" x 3" of a quality and clarity similar to that required by the Indiana Bureau of Motor Vehicles or make him or herself available for an ID photo taken by the SBCSC Human Resources Department.
46. School bus drivers awarded a contract are not considered employees for any purposes, including unemployment, worker's compensation, EEOC, labor, overtime, etc. laws; neither is the Board to be liable for any benefits or payroll withholdings.
47. Each successful bidder shall submit a current long form physical and current physical fitness certificate form as required by federal and state law prior to being awarded a contract. If a driver's physical is due during a contract year, a copy of the new physical must be obtained for the contractor file. All physicals will be provided and paid for at an IN licensed, medical facility of SBCSC approval.
48. The driver shall at all times keep himself or herself clean and presentable and keep his or her bus in a clean, safe, and sanitary condition.
49. A school bus driver's contract may be terminated by SBCSC, in its sole discretion, for incompetence, physical disability, negligence, failure to faithfully perform one's duties under the contract, violation of federal, state, or local law, or any other reason relevant to SBCSC's or student interests.
50. Drivers may be eligible to participate in extracurricular trips, at the driver's availability and based upon events scheduled or sponsored by SBCSC.

51. "Non-route mileage" means any use of the contracted bus for any purpose other than performance of the transportation contract on the assigned route. All non-route mileage, including extra-curricular trips, shall comply with requirements of applicable federal, state, local, and SBCSC guidelines.
52. Each successful bidder shall undergo an expanded criminal history check and an expanded child protection index check as required in federal, state, and SBCSC requirements. The cost of these criminal history checks will need to be paid by the contractor.
53. No unauthorized person(s), including but not limited to children not assigned to a driver's route, shall be permitted to ride in any school bus at any time.
54. By entering into a contract with the SBCSC as an independent school bus driver, each driver acknowledges and agrees that he or she has an obligation to the parents and children of the SBCSC as well as an obligation to the SBCSC to follow all policies, administrative guidelines, rules and regulations of the SBCSC, including, but not limited to those policies, administrative guidelines, rules and regulations which are adopted from time to time pertaining to the transportation of school children, courtesy towards parents and children and applicable federal and state laws and regulations. By submitting a proposal, the bidder agrees to this and all other terms and conditions of the request for proposal.

**D. Provisions Relating to Substitute Drivers and Equipment Rental**

55. After prior five (5) business days' notice to the Transportation Department, a school bus driver may provide a substitute driver for any of the following:
  - a. Illness of the school bus driver;
  - b. Illness or death of a member of the school bus driver's family;
  - c. Compulsory absence of a school bus driver because of jury duty;
  - d. Performance of services and duties related to the Indiana State Association of School Bus Drivers;
  - e. Performance of services and duties required by virtue of service in the Indiana General Assembly;
  - f. Attendance at meetings of the Indiana School Bus Committee.
  - g. Management of his or her personal business affairs. Absence for management of personal business affairs shall not exceed five (5) days in any one (1) school year unless the governing body gives prior approval.
56. The required prior notice of an absence must also include the reason for the absence. The Director of Transportation may require a driver to supply a doctor's statement if the driver misses three or more consecutive school days due to sickness/illness/injury. The statement must indicate that the driver is medically cleared, no longer disabled, and capable of driving a school bus.



57. All substitute drivers must be approved by the Director of Transportation, have attended the all required meetings , have a current Commercial Driver's License, have a current physical examination on file, have a copy of a ten (10) year driving record on file, a criminal history check and an expanded child protection index check as required law, a certificate stating the driver has enrolled in or completed a course in school bus driver safety education, be included in the SBCSC drug testing and make themselves available to any random drug test as randomly selected, and participate in all driver meetings as required by the Director of Transportation. They must also meet all other Federal, State, local, and School regulations before driving a route. Driver will be required to attend all mandatory meetings and professional development held by the Transportation Department. Cost to attend these meetings are the contractor's responsibility and should be factored into the proposal.
58. It is the responsibility of the contract driver to provide a suitable, experienced substitute to drive his/her route if the driver is unable to finish the assigned route that day. The contract driver is required to notify the SBCSC Transportation Department in five (5) business days in advance when a substitute driver is needed, the name of the substitute driver, and the reason for the substitute driver. If a substitute driver must be provided by the SBCSC Transportation Department, the Transportation Department may provide both a bus and a substitute driver and the contract driver shall be required to reimburse SBCSC its costs and expenses .
59. If a contractor has started a route and is unable to complete it (meaning one student on board) and the route is covered by a SBCSC driver, the route will be completed and SBCSC will be reimbursed its costs and expenses. .
60. If a rental bus is needed on a contractor's route for a period not lasting five (5) days, SBCSC, on a temporary basis and to the extent its equipment needs allow, may provide a rental bus. The beginning point for mileage will be the Transportation Department parking lot. Fuel will NOT be provided by SBCSC, and contractors will be charged SBCSC's per mile cost and expenses. The rental bus will leave SBCSC lot full of fuel and should be returned to the SBCSC bus lot full of fuel. Failure to return the rental bus to the SBCSC bus lot full of fuel will result in a charge of the current pump price per gallon of fuel. If the rental bus is needed for more than one day, the contract driver understands that he/she must bring the bus to the Transportation Department for routine preventative maintenance. All other requirements will remain the same. Payment for SBCSC's cost and expenses will be deducted from the contractor's next check. If a substitute driver is provided for more than one day, the contract driver understands that SBCSC will deduct 25% of the check amount per pay period until such a time that the SBCSC costs and expenses are paid in full, except full amount on last pay of current school year. Contractors shall advise SBCSC Transportation Department of ending mileage for the rental bus on the last driving day of each pay period.

61. Prior to being allowed to rent a SBCSC bus, all contractors shall sign an agreement which allows SBCSC's costs, expenses, bus rental charges, etc. to be deducted from the driver's check. This form must be signed prior to bus rental.

E. Provisions Relating to Fuel Costs

62. Each driver shall pay his or her own fuel costs except as set forth in the Driver contract and specifications in this RFP.

63. SBCSC will pay fuel adjustments to drivers using the following formula:

For diesel fuel:

$(\text{Daily Contract Miles})/8 \times (\text{Diesel Fuel Cost} - \text{Diesel Base Fuel Rate}) \times (\text{Driving Days})$

For non-diesel fuel:

$(\text{Daily Contract Miles})/5 \times (\text{Non-Diesel Fuel Cost} - \text{Non-Diesel Base Fuel Rate}) \times (\text{Driving Days})$

64. Fuel adjustments will be paid in December (for first 60 driving days), March (for second 60 driving days), and June (for third 60 driving days).

65. The Diesel Base Fuel Rate is \$3.40 per gallon, and the Non-Diesel Base Fuel Rate is \$3.50 per gallon; these rates include all taxes. **If fuel cost is greater than \$4.40 per gallon, the cost above \$4.40 will be split 50/50.** Drivers are expected to apply and obtain reimbursement for federal fuel excise taxes. Driver per diem proposals should take into account reimbursement for federal fuel excise taxes.

66. A "Diesel Fuel Cost" and a "Non-Diesel Fuel Cost" will be determined for each 60-day driving period by averaging weekly diesel and non-diesel fuel costs based upon a sampling of the cost of fuel (including taxes) from four fuel vendors.

67. Example 1: If the Diesel Fuel Cost for the 60-day driving period is \$3.88, the driver of a 40-mile route will (after paying his or her fuel costs at the pump) can receive reimbursement from the SBCSC in December using the above formula:

$40 \text{ daily contract miles}/8 \text{ mpg} \times (\$3.88 - \$3.40) \times 60 \text{ days} = \$144$

Example 2: If the Diesel Fuel Cost for the 60-day driving period is \$4.50, the driver of a 40-mile route will (after paying his or her fuel costs at the pump) can receive reimbursement from the SBCSC in December using the above formula:

$40 \text{ daily contract miles}/8 \text{ mpg} \times (\$4.40 - \$3.40) \times 60 \text{ days} = \$300$

$40 \text{ daily contract miles}/8 \text{ mpg} \times (\$4.50 - \$4.40) \times 60 \text{ days} = \$30 \times 50\% = \$15$

$$\$300+\$15=\$315$$

F. Other Provisions

68. Governing statutes, rules, regulations, and guidelines. The provisions of all federal, state, and local statutes, rule,; and regulations pertaining to the contractor, bus, transportation , drivers, and safety are incorporated by reference into these request for proposals and the transportation contracts.
69. Proposals firm for 60 days. All proposals shall be firm for a period of 60 days after the opening date.
70. Term. Each bid submitted shall be for a four (4) year contract beginning with the 2022-2023 school year.
71. Insurance. Contractor must maintain and provide proof of adequate insurance. The Board of School Trustees and SBCSC shall be named as an additional insureds.

The minimum insurance shall be as follows:

- a. Bodily injury liability for each person in an amount not less than \$5,000,000.00, and each accident or occurrence less than \$5,000,000.00.
- b. Property damage liability in an amount not less than \$500,000.00
- c. Medical payments not less than \$5,000.00 per person.

In addition, any such policy and certificate shall contain a provision prohibiting its cancellation or lapse without 30 days written notice in advance to the Director of Transportation.

72. Proof of insurance. A certificate of such insurance (and endorsement if applicable), together with evidence of payment of the premiums for the entire school year, shall be filed with the Director of Transportation before signing of contract, by August 1 of each school year, and by August 1 of each subsequent school year for the length of the contract.
73. Surety performance bond. The successful bidder shall carry a surety performance bond of \$3,000.00 to guarantee performance of the terms and conditions of the transportation contract including all conditions set forth in the request for proposal. The bond shall be filed with the Director of Transportation by August 1st of each year of the contract.
74. Sale/assignment. A transportation contract shall not be sold or assigned except by prior written agreement with the SBCSC.
75. Contract days/compensation. The transportation contracts shall be for a total of

182 days, which includes 180 student school days and 2 days for mandatory in-service training. Drivers' time is assigned by SBCSC and subject to change. A driver shall complete all services of the contract. Compensation will be on a per diem and/or per mile, basis at the rates approved by SBCSC for that driver. In the event the SBCSC requires drivers to transport passengers on additional days (e.g. extracurricular trips), such drivers will be paid for each such day at per diem or mileage rates approved by SBCSC.

76. Training. Contractors not present for the 1 day of mandatory in-service training, which will be scheduled at the SBCSC's discretion shall not be paid for that day. Drivers must meet all governmental requirements to drive, and will be required to make up any missed training on a date determined in the sole discretion of the SBCSC. Contractors will be paid at the rate of \$10 per hour for any additional training that is required by SBCSC. Failure to complete required training timely is grounds for termination of a driver's contract.
77. Other meetings. In emergency and/or unforeseen circumstances, including but not limited to situations involving safety issues or student disciplinary issues, driver may be required to attend meetings on or outside school days. Per diem proposals shall account for the possibility of such meetings.
78. Discipline. The driver shall maintain discipline on the bus and shall follow the discipline procedures established by federal, and state laws and SBCSC policy. The driver shall have the discipline authority of a teacher under the school behavior policy approved by the Board of School Trustees. Problems of discipline shall be discussed early with the principal of that student and parents, and action planned before problems become serious. Refusal to transport children or other discipline may be rendered only in cooperation with any by direction of school authorities. In no case shall the driver put a passenger off the bus except at his regular bus stop, or school, or as authorized by the Director of Transportation.
79. Indiana state law requires drivers to check their bus before and at the conclusion of each trip during which students or passengers are transported and before the operator exits the school bus. Leaving a student unattended on a bus will be reported to governmental officials and may result in criminal penalties.
80. Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. In conducting discussions with an offeror, information derived from proposals submitted by competing offerors may be used in discussion only if the identity of the offeror providing the information is not disclosed to others. SBCSC will provide equivalent information to all offerors with which the purchasing agency chooses to have discussions.
81. An offeror does not gain a property interest in the award of a contract unless: (1) the offeror is awarded the contract; and (2) the contract is completely executed.

82. When SBCSC makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, a contract is considered canceled. A determination by SBCSC funds are not appropriated or otherwise available to support continuation of performance is final and conclusive.

## **Proposal Evaluation**

### **Proposal Evaluation Procedure**

The SBCSC has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with solicitation requirements. All evaluation personnel will use the evaluation criteria stated in this RFP.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 1.1 Each proposal will be evaluated for adherence to mandatory requirements within this RFP on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration. Further any proposals not meeting the Mandatory Requirements listed in this RFP will be disqualified.
- 1.2 Each proposal will be evaluated based on the categories included in this RFP. A point score has been established for each category.
- 1.3 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the SBCSC may be selected by SBCSC for further action, such as contract negotiations. If, however, SBCSC decides that no proposal is sufficiently advantageous to the SBCSC, the SBCSC may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the SBCSC may begin contract preparation with another Respondent or determine that no such alternate proposal exists.

### **Evaluation Criteria**

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 100). Negative points may be assigned in the cost score.

Additionally, there is an opportunity for ten (10) bonus points if certain criteria are met. If any one or more of the listed criteria on which the responses to this solicitation will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded, and the responses will be evaluated and scored without considering such criterion or criteria.

### Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	45 available points
3. Cost (Cost Proposal)	55 available points
4. Buy Indiana	5
5. Safe Driving Record	2
6. Qualified SBCSC Contractor Preference	3
<b>Total</b>	<b>100 (110 if bonus points awarded)</b>

All proposals will be evaluated using the following approach.

#### **Step 1**

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements found in the RFP. Any proposals not meeting the Mandatory Requirements will be disqualified.

#### **Step 2**

The proposals that fulfill the Step 1 Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. All proposals will be ranked based on their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be further evaluated.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, and/or demonstrations focused on cost and other proposal elements. Step 2 may include additional “short lists” at the SBCSC’s sole discretion.

#### **Step 3**

The short-listed proposals will then be evaluated based on the entire evaluation criteria outlined in the table above. If the SBCSC conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short-listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

**2.1 Adherence to Requirements – Pass/Fail**

Respondents passing this category move to Phase 2

**The following 2 categories cannot exceed 80 points.**

**2.2 Management Assessment/Quality**

45 available points

**2.3 Price**

55 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 55 points. The normalization formula is as follows:

$$\text{Respondent's Cost Score} = (\text{Lowest Cost Proposal} / \text{Total Cost of Proposal}) \times 55$$

**2.4 Buy Indiana Initiative – 5 points**

Respondents qualifying, and documenting as a current Indiana resident or company as will receive 5 points in this category.

**2.5 Safe Driving Record - 2 points <sup>1</sup>**

Respondents qualifying and documenting a safe driving history without traffic violations will receive 2 points in this category.

**2.8 Qualified SBCSC Contractor Preference -3 points**

A qualified, current SBCSC contractor submitting a response to this solicitation will be awarded 3 points for five (5) years or more of prior bus driving experience with SBCSC.

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<sup>1</sup> Required documentation must, of course, be provided to receive points as described.