# REQUEST FOR PROPOSAL R20002

**Commercial Drivers' License Training** 

August 12, 2019

# Joliet Junior College Request for Proposal

Commercial Drivers' License Training

## RFP Opening August 12, 2019

#### **Background**

Joliet Junior College (JJC), the nation's first public community college is a comprehensive community college. The college offers pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. The College has a combined total of 14,912 full time and part time students enrolled in Spring 2018 classes and 1,950 staff on its main campus located within the city of Joliet, and its 5 extension campuses located in Romeoville, Morris, Frankfort, Weitendorf, and City Center in downtown Joliet.

JJC is the only public postsecondary institution within District 525 boundaries. JJC is located approximately 45 miles south of Chicago, the third largest city in the United States. Today, the 1,442-square mile district serves over 700,000 residents in Will, Grundy, Kendall, LaSalle, Kankakee, Livingston, and Cook counties. Multiple locations exist to serve residents throughout the district. The College consists of one (1) main campus (2) extended campuses, three (3) education centers, and multiple satellite locations throughout the district. JJC has approximately 15,000 students per year enrolled in credit courses.

#### **Vision Statement**

Joliet Junior College will be the first choice.

#### **Mission Statement**

Joliet Junior College is an innovative and accessible institution, dedicated to student learning, community prosperity, cultural enrichment, and inclusion. Joliet Junior College delivers quality lifelong learning opportunities empowering diverse students and the community through academic excellence, workforce training, and comprehensive support services.

## **OVERVIEW**

The Board of Trustees of Joliet Junior College (hereinafter, "JJC") is requesting proposals from Providers for services relating to **Commercial Drivers' License Training.** 

Additional scope is discussed in the **SCOPE OF WORK** section of this proposal.

#### RFP SCHEDULE

Date (2019)	Event
July 23, 2019	Vendors contacted via email / advertised
August 5, 2019 @ 2:00 p.m. CST	Last date/time for submission of written questions through the ESM sourcing solutions tool under the Q & A section.
August 6, 2019 @ 5:00 P.M.CST	Responses to questions will be addressed through the ESM sourcing solutions tool under the Q & A section.
August 12, 2019 @ 2:00 p.m. CST	Proposals must be submitted electronically through the ESM Solutions electronic sourcing site.
August 12-20, 2019	JJC Evaluation Team reviews proposal
August 21-23, 2019	Possible presentations by two top short-listed firms
September 11, 2019	Notification of Award

#### I. INSTRUCTIONS TO VENDORS

**ADVICE:** The department responsible for this RFP is the Business and Auxiliary Services located at Campus Center, Building A, Room 3100, 1215 Houbolt Rd., Joliet, IL 60431-8938. The JJC contact will be Janice Reedus, Director of Business & Auxiliary Services, telephone (815) 280-6640; fax (815) 280-6631.

Questions concerning this RFP will be answered if sent through the ESM sourcing solutions tool, under the Q & A section for the solicitation on or before **August 5, 2019** before 2:00 p.m. CST.

All questions and answers will be published on the ESM sourcing tool in the Q&A section by end of business day on **August 6, 2019**.

**SUBMISSION:** the submission of a response shall be prima facie evidence that the supplier has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

Faxed and hard copy proposals ARE NOT acceptable. All RFPs must be submitted by the date and time of public opening (see above). All proposals must be submitted electronically through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal.

A step-by-step <u>supplier registration guide</u> is posted to the college's website for your reference. <u>General supplier guides</u> are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

## Registration Link:

 $\underline{https://supplier.esmsolutions.com/registration\#/registration/contactInformation/}$ 

General Supplier Guide (ESM Documents):

https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides

Supplier Registration Guide (JJC Document):

 $\underline{https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier\%20Registration\%20Screenshots\%20Final.pdf}$ 

Please note the electronic sourcing tool will allow you to attach supporting documentation.

RFPs not submitted in the format as instructed by this RFP will not be accepted.

RFPs received after the date and time specified shall be considered LATE, and shall not be opened.

Accuracy of Proposals / Withdrawal of Proposals prior to RFP Opening: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the RFP without the prior written approval of the Director of Business and Auxiliary Services or Joliet Junior College.

**ADDENDA:** The only method by which any requirement of this solicitation may be modified is by written addendum.

**PROPOSAL DUE DATE**: The proposal must be received through the ESM sourcing solution on or before **August 12, 2019** @ **2:00 p.m. CST.** 

#### **INSURANCE:**

The supplier performing services for JJC shall:

Maintain worker's compensation insurance as required by Illinois statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out the services, referenced in this RFP. Minimum coverage will be TWO MILLION DOLLARS (\$2,000,000) liability for bodily injury and property damage including product liability and completed operations.

Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this RFP. Minimum coverage shall be TWO MILLION DOLLARS (\$2,000,000) per occurrence combined single limit for automobile liability and property damage.

#### TAXES:

JJC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, JJC will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely. Upon request, JJC's Tax Exemption Certificate will be furnished.

## **INDEMNIFICATION:**

The supplier shall protect, indemnify and hold JJC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the supplier.

#### **DISCLOSURE:**

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

#### TERM OF CONTRACT:

Any contract, which results from this RFP, shall be for a period of three (3) years from the date of the contract award. Assuming continued availability of funding; JJC may, at its sole option and with the consent of the supplier renew the contract for up to an additional two (2) one-year terms.

#### **BLACKOUT PERIOD:**

After the College has advertised for proposals, no pre-proposal vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of specifications, clarification of bid submission requirements or any information pertaining to prebid conferences. Such vendors making such request shall email Janice Reedus, Director of Business & Auxiliary Services, at <a href="mailto:purchasing@jic.edu">purchasing@jic.edu</a> No vendor shall visit or contact any College officers or an employee until after the proposal is awarded, except in those instances when site inspection is a prerequisite for the submission of a proposal. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response

# II. GENERAL TERMS AND CONDITIONS

**Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.

**Purchase:** After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business and Auxiliary Services.

**Right to Cancel:** JJC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar days written notice of such cancellation. Should JJC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

Governing Law and Venue: This contract shall be construed in and governed under and by the laws of the State of Illinois. Any actions or remedies pursued by either party shall be pursued in the State and Federal Courts of Will County, Illinois, only after Alternate Dispute resolution (ADR) has been exhausted.

**Dispute Resolution:** JJC and the contractor shall attempt to resolve any controversy or claim arising from any contractual matter by mediation. The parties will agree on a mediator and shall share in the mediation costs equally.

**Costs:** All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of and shall be borne by the vendor.

**Proprietary Information:** Vendor should be aware that the contents of all submitted proposals are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your proposal will be considered public information unless vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While JJC will endeavor to maintain all submitted information deemed proprietary within JJC, JJC will not be liable for the release of such information.

# **Illinois Department of Human Rights Act**

The parties to any contract (inclusive of subcontractors) resulting from this RFP hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this RFP must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

#### **Sexual Harassment Policy**

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

#### Illinois Criminal Code of 1961

Responding vendors must not be barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, <u>Public Contracts</u>, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

# **Business Enterprise Program (BEP):**

Minorities, Females, and Persons with Disabilities Participation and Utilization Plan: Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575). Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), Business Enterprise Program (BEP) web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to (http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx) for complete requirements for BEP certification.

For applicable projects, vendors may be asked to submit a utilization plan and letter of intent that meets or exceeds the identified goal. If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

**Negotiation:** JJC reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. JJC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of JJC.

**Award:** The successful vendor, as determined by JJC, shall be required to execute a contract for the furnishing of all services and other deliverables required for successful completion of the proposed project. The supplier may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from JJC.

**Retention of Documentation:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of JJC.

**Opening of Proposals:** Proposals will be opened in a manner that avoids disclosure of the contents to competing vendors. Contents for proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the vendor submitting the proposal response will be made available to the public.

#### V. FORMAT FOR RESPONSE

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the format specified.

All proposals must be submitted via email through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. See item II above for more information.

## 1. Title Page

Show the RFP subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.

#### 2. Table of Contents

Clearly identify the materials by sections and page number(s).

#### 3. Letter of Transmittal

Limit to one or two pages.

- a. Briefly state the vendor's understanding of the scope of services to be provided and make a commitment to provide the services within the time period.
- b. List the names of the persons who will be authorized to make representations for the vendor, their titles, address, and telephone numbers.

## 4. Profile of the Vendor

- a. Include information from existing schools on the number of participants enrolled, number of participants receiving their license, and the number of individuals who have received employment.
- b. Submit independently audited financial statements (one copy only). Such information will be considered in strict confidence.
- c. Indicate any third-party firms involved with your program and state their role(s).

## 5. Scope Section

Clearly describe the scope of services to be provided based upon the information in the scope section. Respond to each item listed.

## 6. Responses to Addendum

## 7. Prices Responses

# 8. Invoicing Procedure

- a. Describe the firm's invoicing procedures.
- b. Include documentation identifying all of the vendor's fees.

## 9. Proposed Contract

The terms and conditions included in the *Pro forma* Contract apply to any contract resulting from this RFP. In this section of your proposal state any clarifications to the proposed document and your reasons for clarifications. No exceptions are allowed. However, alternative suggestions are encouraged. Please list any alternative suggestions for improvement in costs and/or services provided as an alternative.

#### 10. Bidder's Certification Statement

#### V. EVALUATION

In evaluating the proposals submitted, JJC will apply the "Best Value" standard in selecting the supplier to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that vendor whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to JJC, in the sole judgment of JJC. The selection process will include, but not be limited to, the following considerations:

- 1. The provider's experience in providing Commercial Driver's License training school.
- 2. Success is measured based on percent of students licensed and the success of students gainfully employed in the transportation industry.
- 3. Ability to meet a November 1, 2019 start date.
- 4. The provider's ability to assist JJC in meeting overall goals.
- 5. The quality and range of services the firm proposes to provide.
- 6. The experience and qualifications of the staff that will be assigned to service JJC's account.
- 7. The extent to which the goods or services meet JJC needs.
- 8. The firms overall experience, reputation, expertise, stability and financial responsibility.
- 9. The vendor's past relationship with JJC, if any.
- 10. The ability to provide service within the defined timeframe and in an expedient and efficient manner.
- 11. Vendor's financial terms offered to JJC
- 12. The training options available, if applicable
- 13. Any other relevant factor that a private business entity would consider in selecting a supplier.



## VI. SCOPE OF WORK

**OVERALL GOAL:** The overall concept is to produce a system that allows Joliet Junior College and the selected vendor to recruit, train, and place a larger quantity of qualified, safety-oriented graduates into productive driving careers within the trucking industry. **The selected vendor must be able to meet a November 1, 2019 start date.** 

**SCOPE OF PROJECT: Training**: Prior to the start of training, vendor is responsible for all prospective students in the driver training program to have completed a drug screen and Department of Transportation physical. The cost of drug screening, physical examinations, and permit fee shall be borne by the vendor.

Provide a 4-week, 160-hour training course developed to prepare students for the Illinois Secretary of State Class A CDL pre-trip, skills and road tests, and ultimately for an entry level position in the trucking industry. It is also requested to provide the same training in an alternate 8-week, 160-hour evening course.

The college's goal is student success, the vendor will continue to work with any student who may not successfully pass the permit test or any yard or road test to ensure their success as part of the student's tuition cost.

Upon successful completion of the training, the vendor will be responsible for placement assistance. Program manager will work with trucking firms to assist the students find employment. Program manager will work with Corporate and Community Services to have job fair related to the trucking industry.

**Staffing:** Responsible for the hiring of a program manager and all instructors to meet the needs of the program. The hiring of these individuals must be done in conjunction with the Director, Corporate & Community Services. Proper documentation must be on file with Joliet Junior College Corporate & Community Services on each employee which will include the proper licenses, experience and other necessary qualifications.

All vendor employees will be required to attend any mandatory employee training through Joliet Junior College. All employees of vendor, must adhere to Joliet Junior College's Policies and Procedures.

**Equipment/Supplies:** Responsible for purchasing/leasing all equipment in the yard including ownership, maintenance, and gasoline. Responsible for any item that is needed for demonstration purposes in the classroom.

All trucks will be required to have not only the vendor name, but Joliet Junior College's logo on them as part of the contractual agreement.

**Marketing:** Vendor agrees to promote and solicit qualified driver training candidates through the use of advertising, information seminars, and direct contact. Vendor agrees to obtain the written approval of College prior to the commencement of a new advertising or marketing project. Advertising and marketing needs to occur on an ongoing basis and at a minimum advertising and marketing needs to occur on a quarterly basis. All marketing/advertising pieces that contains the Joliet Junior College must be approved prior to submission.

**College Enrollment Process:** Vendor and its employees will comply with all college program admission requirements, grading and grade recording policies, and financial aid (Illinois Veteran's Grant, WIA Funding, etc.) pre-approval procedures before a student begins training.

All students enrolled at the College through vendor shall be subject to and be entitled to exercise all rights and privileges as set forth in all rules, regulations and requirements for students which are implemented from time to time by the College. Such students shall be required to abide by all such rules, regulations, and requirements that are outlined in the Student Handbook.

#### WHAT IS NEEDED FROM VENDOR:

Proposal on their plan to meet the scope of work. Include information from existing schools on the number of participants enrolled, number of participants receiving their license, and the number of individuals who have received employment.

JJC would like to propose a recommend tuition amount of \$3,995 (this amount will be inclusive of instruction, drug screening/physical, and permit fee). We would like the vendor to provide a cost in regards to the per person cost to administer the project with all costs listed included. If the vendor has another school in the area, it is required that the vendor disclose their registration fee and what is included in the amount. If different tuition amounts are charged, please list amounts and what is included.

# **COLLEGE WILL PROVIDE FOR THE VENDOR:**

The College agrees to provide training facilities as part of the agreement:

**Classroom** – a minimum of 300 square feet of classroom space; heating and ventilating adequate to maintain a comfortable room temperature for students and instructors; adequate lighting system so as to provide sufficient lighting for the students and instructors; sufficient seating facilities and writing surfaces for students; blackboards or other forms of illustrative devices which are visible from all seating areas; adequate fire extinguishers in operable condition (as required pursuant to Section 6-404(c) of the Illinois Drivers Licensing Law of the Illinois Vehicle Code).

**General Office** – dedicated telephone line with call waiting and/or call rollover to electronic voice mailbox; access to a fax line and access to fax machine; access to copy machine; access to adequate office supplies (pens, pencils, paper, etc.); office furniture (desk, lockable filing cabinet, etc.); personal computer with dedicated internet access.

**Yard** – Adequate access to a training yard with lighting sufficient to support night instruction. College agrees to provide snow and ice removal for yard to facilitate skills training.

**Signage** – Permanent signage. Signage must be reasonably visible to the general public from outside the classroom facility. Signage must satisfy State of Illinois requirements.

# VII. QUANTITY

There is no guaranteed amount of services intended either expressly or implied, to be purchased or, contracted for by JJC. However, the supplier awarded the contract shall furnish all required services to JJC at the stated price, when and if required.

#### VIII. PROPOSED PRICING

The vendor should furnish a list of proposed prices for all services and materials to be used during the term of the contract. The list of proposed prices should be structured to allow for the calculation of unit cost analyses. The prices included herein are to be firm through the contract term, unless noted otherwise by the vendor.

# **CERTIFICATION OF CONTRACT/BIDDER**

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, <u>Public Contracts</u>, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

SIGNATURE OF CONTRACTOR/BIDDE	ER
TITLE	
DATE	

THIS FORM **MUST** BE ATTACHED WITH YOUR BID