



Muskegon Community College

221 South Quarterline ♦ Muskegon, MI 49442

CDL Training Entity RFP December 5, 2022

REQUEST FOR PROPOSAL: CDL Training Entity

Overview

Muskegon Community College (MCC) invites you to submit a response to the Request for Proposal (RFP) for an CDL Training Entity.

To be considered, proposals must be received prior to **2:00 p.m. EST on Friday, December 16, 2022**. No exceptions will be made to this deadline. Proposals received after that deadline will not be considered.

Proposers shall submit one (1) signed original of this form, along with proposal and attachments as appropriate. Proposals not completed in the manner specified in the RFP will not be evaluated. Proposals should be directed via email to:

**Muskegon Community College
ATTN: Mike Council
mike.council@muskegoncc.edu**

No bid bond or performance bond is required for this RFP.

Contact Information and Inquiries:

**Mike Council
Purchasing and Financial Services Manager
mike.council@muskegoncc.edu
231-777-0669**

REQUEST FOR PROPOSAL

CDL Training Entity

Background

Muskegon Community College (MCC) contracts with a third party entity to host a CDL truck driving training school. This program has been in operation since 2007 and has served hundreds of students. MCC is looking for a third party entity to enter into an agreement with to continue this program.

To be eligible, a CDL Training Entity must possess:

- A currently licensed CDL training program
- The ability to hire and oversee state of Michigan certified CDL instructors
- Equipment necessary to operate a CDL training program at MCC
- A local CDL training coordinator responsible for daily operation of the program

The CDL Training Entity will provide all classroom and training yard equipment, hire and employ CDL instructors and a program coordinator, and will meet State of Michigan requirements for CDL training entity. The CDL Training Entity will provide a program that meets the minimum number of hours required for training prior to students taking a CDL Class A license test and will remediate any students who do not initially pass the test to provide them another attempt to pass.

Muskegon Community College will provide classroom and yard space to accommodate CDL training, will provide office space for the CDL coordinator, will provide access to MCC network systems to allow the CDL Training Entity to recruit, register, and oversee enrollment of CDL students. MCC will collect payment of tuition for the program and will be reimbursed by MCC for 85% of the tuition fee.

Timeline

Muskegon Community College hopes to complete the following timeline:

Event	Date
Request for Proposal Issued	December 5, 2022
Proposals Due	December 16, 2022
Board acceptance of proposal and permission to negotiate agreement	January 18, 2023
Completed agreement	January 31, 2023
First class held under new agreement	March 1, 2023

Muskegon Community College's Goals

Muskegon Community College anticipates 70 students to complete this program each fiscal year (July 1 – June 30)

- Provide an affordable and financially CDL program for local residents.
- Meet a demonstrated local workforce need.

Specifications

Muskegon Community College is seeking a CDL Training Entity to submit a proposal that meets the specifications below.

The proposal needs to address the following program elements:

1. Basic information

- a. ENTITY NAME:**
- b. CONTACT NAME:**
- c. TITLE:**
- d. EMAIL:**
- e. PHONE:**
- f. ADDRESS:**
- g. SIGNATURE:**

2. Curriculum

- Outline of 160 hour training breaking down classroom vs yard training
- Verify that CDL Training Entity has delivered training that has resulted in students passing a CDL class A license
- Describe instructor vetting and certification process for both classroom and yard training and how all training would be delivered

3. Equipment

- Describe truck, trailer and any other equipment that would be located at the MCC training yard.
- Describe any classroom materials and resources that would be located in the MCC CDL classroom
- Describe the insurance and liability policies the CDL Training Agreement would hold for equipment and training operation, including CGI, Workers Compensation, and automobile and umbrella liability insurance

4. Enrollment Management and Services to Students

- Describe the role and function of the local CDL coordinator and any other support offered by the CDL Training Entity through other staff to support MCC CDL training participants.
- Describe requirements and how those would be implemented related to admission into the program including drug screening and any other requirements

- Describe how the CDL Training Entity would maintain a record keeping system with the college that would describe the past, current and future roster including payment details.
- Detail the tuition amount, and summarize the resources the CDL Training Entity has to help students with various forms of financial aid, including public workforce development funding.
- Describe job placement support that the CDL Training Entity would provide to students.
- Describe the training session rotation plan with new cohorts, including timelines and state minimum and maximum student capacities for training. Describe the student/teacher ratio. Describe how you would reach the minimum expected number of 70 students to complete in each fiscal year.

5. Contract Design

- Provide examples of training locations the CDL Training entity has up and running including state license approval, and the success rates of students who enroll vs obtain a Class A CDL license
- Timeline for when the first training session could start
- Length of initial agreement term commitment
- Willingness to work with MCC, local employers, and local Michigan Works! Agencies to optimize program recruitment, enrollment, retention, and completion
- Send verification of CDL Training Entity organization status and affirmation that it would serve as an independent contractor and would complete a W-9 process with MCC. Also a statement that all trainers would be employees of the CDL Training Entity organization and the organization would hold all employer responsibilities.

Proposals must be submitted as downloadable PDF documents.

Contacts, Timing, and Administrative Details

A. Contacts

MCC specifically instructs all interested Vendors/Organizations/Firms to restrict all questions regarding this RFP to written or emailed communications forwarded to the above-named RFP Contact Person. All questions and concerns must be received no later than **Friday, December 9, 2022, at 2PM EST.** MCC shall have a reasonable amount of time in which to respond to all questions and concerns; however MCC reserves the right to decline to respond to any question.

MCC may, in its sole discretion, respond in writing or by email to written inquiries concerning this RFP, and may email, or mail via U.S. Postal Service its response to all parties recorded by MCC as having received a copy of this RFP. Only MCC responses that are made by formal written Addenda shall be binding. Any verbal responses or written interpretations or clarifications other than Addenda to this RFP shall be without legal effect. Any and all Addenda issued by MCC prior to the submittal deadline shall be and are hereby incorporated as a part of this RFP for all purposes.

B. Timing

1. Proposals must be submitted by **Friday, December 9, 2022, at 2PM EST.**
2. Oral presentations by final candidates, if deemed necessary by MCC, will take place on a date to be determined.
3. Award notification following **January 18, 2023** Board of Trustees meeting, with an agreement executed no later than January 31, 2023.

C. Administrative Details

1. **The proposal must be signed and dated by a duly authorized Vendor/Organization/Firm representative.**
2. MCC considers all information and documentation requested to be submitted in response to this RFP to be of a non-confidential and non-proprietary nature and therefore shall be subject to public disclosure. Bidders are hereby notified that MCC strictly adheres to all statutes, court decisions, and the opinions of the Michigan Attorney General with respect to disclosure of public information.
3. MCC reserves the right to reject any and all offers, to waive informalities and minor irregularities in offers received, and to request additional information from proposing Vendors/Organizations/Firms.
4. MCC reserves the right to accept the proposal for services deemed to be in the best interests of MCC. The accepted proposal may not necessarily be the lowest bid.

5. Work performed and plans produced shall comply with all state, federal and local laws, including but not limited to those related to building, environmental, statutory, legal process, OSHA and the Fair Labor Standards Act.
6. The contract may be terminated by mutual consent of both parties or by Muskegon Community College at its discretion. This contract, if awarded, may be cancelled in whole or in part by Muskegon Community College upon giving at least sixty (60) days written notice prior to cancellation; except that nonperformance on the part of the contractor(s) will be grounds for termination upon fifteen (15) days written notice.
7. The firm will abide by all State and Federal Regulations on wages and hours of any employee. The firm shall be responsible for all of its employees, subcontractors and their actions during their term of the contract with Muskegon Community College.

EQUAL OPPORTUNITY NOTICE

It is the policy of MCC to provide equal opportunities and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin, marital status, sexual orientation, political persuasion, disability, height, weight, age, or other prohibitive matters.

It is the policy of MCC to patronize only those firms and Providers that demonstrate a commitment to equal opportunity within their own enterprises and who abide by Federal and State laws.

Information and Instructions

- A. Submission Requirements:** The complete original proposal **must be submitted and received by Friday, December 9, 2022, at 2PM EST.**
- B. Interview:** A bidder may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any proposed price or other material condition. If MCC chooses to entertain presentations, the College will schedule and notify the bidder(s) of the time and location of their presentation.
- C. Modifications:** In order to more fully meet the needs of the College, Muskegon Community College reserves the right to request that the bidder modify the proposal.
- D. Request for Additional Information:** The bidder shall furnish such additional information as Muskegon Community College may require.
- E. Acceptance/Rejection/Modification to Proposals:** Muskegon Community College reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and waive minor irregularities in the procedures.
- F. Taxes:** Muskegon Community College is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award under this RFP.
- G. Evaluation/Award:** The evaluation and award of this bid shall be a combination of factors including but not limited to price, other conditions, professional competence, references and the correlation of the proposal submitted to the needs of the College, and any other factors considered to be in the College's best interest. The bid will be awarded to the most responsible, responsive bidder whose proposal, conforming to this solicitation, will be most advantageous to the College, price and other factors considered.
- H. Equal Employment Opportunity:** It is the policy of Muskegon Community College to provide equal opportunities and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin, marital status, sexual orientation, political persuasion, disability, height, weight, age, or other prohibitive matters. It is the policy of the College to patronize only those vendors/organizations/ firms that demonstrate a commitment to equal opportunity within their own enterprises and abide by Federal and State laws.

Insurance Requirements

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Muskegon Community College. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Policy(ies) and coverages as described above, excluding Workers Compensation Insurance, shall include an endorsement stating the following shall be **Additional Insureds:** Muskegon Community College, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Muskegon Community College as additional insured, coverage afforded is considered to be primary and any other insurance Muskegon Community College may have in effect shall be considered secondary and/or excess.
5. **Professional Liability:** The Contractor shall procure and maintain during the life of this contract,

Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

6. Cancellation Notice: Policies, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Muskegon Community College, Attention: Purchasing, 221 S. Quarterline Road, Muskegon, Michigan 49442).

7. Proof of Insurance Coverage: The Contractor shall provide Muskegon Community College at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to Muskegon Community College at least ten (10) days prior to the expiration date.

8. HOLD HARMLESS AGREEMENT: All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the College, its subsidiaries, departments, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the College shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the College, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the College.

Other Requirements

In order to ensure a uniform review process and obtain the maximum degree of compatibility, it is required that the proposals be organized in the manner specified below.

- A.** Title Page: The bidder should identify the RFP subject, the name of the Vendor/Organization/Firm, local address, telephone number, name and title of contact person and date of submission.
- B.** Table of Contents: Provide clear identification of the material by section and by page number.
- C.** Vendor/Organization/Firm History: Information related to the bidders qualifications and resources.
 - a. Briefly describe your Vendor/Organization/Firm history, number of employees and years in existence.
 - b. Provide details of your Vendor/Organization/Firm financial status and stability.
- D.** Qualifications and Experience of Staff.
- E.** References: List at least three (3) client references. (See page 11).
- F.** Required Forms: Complete and sign all required forms (See page 12).

**MUSKEGON COMMUNITY COLLEGE
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List of References

IMPORTANT: This form must be returned with the bid proposal form.

1. Name of Company

Address _____

Contact Person/Title _____

E-mail Address _____

Telephone Number _____

2. Name of Company

Address _____

Contact Person/Title _____

E-mail Address _____

Telephone Number _____

3. Name of Company

Address _____

Contact Person/Title _____

E-mail Address _____

Telephone Number _____

**MUSKEGON COMMUNITY COLLEGE
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BIDDER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions, Terms and Conditions, Scope of Services, Bid forms and all other documents accompanying this proposal.

I propose to furnish the services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of sixty (60) days in order to allow Muskegon Community College adequate time to evaluate the proposals.

I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and belief. I further certify I am duly authorized to submit this proposal on behalf of the vendor/organization/firm and that the vendor/organization/firm is ready, willing and able to perform if awarded this bid/proposal.

I further certify that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of Muskegon Community College or of any other bidder interested in bid/proposal; and the undersigned executed this bidder's certification with full knowledge and understanding of the matters contained and was duly authorized to do so.

Name of Vendor/Organization/Firm_____

Signature_____

Name & Title_____

Mailing Address_____

Telephone Number_____

E-mail Address_____

