



REQUEST FOR PROPOSAL (RFP)

ATHLETIC TRANSPORTATION SERVICES

for

WAUBONSEE COMMUNITY COLLEGE

RFP Number: 07-22-001

RFP Issued: Monday, July 18, 2022

Proposals Due: Wednesday, August 3, 2022 at 1:00 p.m.

Submit Responses To: Waubonsee Community College
Purchasing, DKN 228
45783 State Route 47
Sugar Grove, IL 60554

Questions/Clarifications: **Direct all questions to the Purchasing Manager.** The College respectfully requests that respondents refrain from speaking with anyone at the college regarding this RFP. Direct questions via email to:
Theresa Larson, Purchasing Manager
tlarson@waubonsee.edu

Firms intending to submit a response to this RFP should read this document in its entirety when planning to submit a proposal.

Prepared by: T. Larson
Volume: 1.0

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REQUEST FOR PROPOSAL

Proposals for a five-year agreement, to be renewed annually for **Athletic Transportation Services, RFP Number 07-22-001**, will be received by Waubonsee Community College, District 516, at the office of the Purchasing Manager, Dickson Center, Room 228, 45783 State Route 47, Sugar Grove, IL 60554 until **1:00 p.m. Central, Wednesday, August 3, 2022**, at which time the respondents' names will be read publicly.

Any response received after the date and time stated above will be returned unopened. Waubonsee Community College shall not be responsible for responses that are not received at the specific office location indicated above by the stated deadline. Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from the deadline requirement. It is solely the Respondent's responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Proposal is received as required.

No response shall be withdrawn for a period of ninety (90) days after the advertised close date without the consent of the college.

Respondents may download the RFP in addition to any future addenda from the college's Purchasing website at the following URL address: <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

LEGAL NOTICE

RFP NOTICE No. 07-22-001

The College of DuPage is accepting Proposals for a five-year agreement, to be renewed annually, for **Athletic Transportation Services**. The RFP documents may be downloaded from the Purchasing website at: <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.

Responses are due to Waubonsee Community College, District 516, at the office of the Purchasing Manager, Dickson Center, Room 228, 4S783 State Route 47, Sugar Grove, IL 60554 no later than **1:00 p.m. Central Time, Wednesday, August 3, 2022**, at which time the Respondents names will be read publicly.

Waubonsee Community College is committed to the economic development of disadvantaged business enterprises; qualified Minority, Women, and Persons with Disabilities Owned Businesses are highly encouraged to participate. Waubonsee Community College reserves the right to reject any and/or all responses.

PURPOSE

Waubonsee Community College, an institution of higher learning located in Sugar Grove, IL is accepting proposals from qualified firms to provide bus service / transportation for the 2022-2023 athletic programs located at the Sugar Grove Campus, Rt. 47 @ Waubonsee Drive, Sugar Grove, IL.

The information provided is intended to assist firms to respond completely to this Request for Proposal. It is not intended to limit a proposal's content or to exclude any relevant or essential data. Firms are encouraged to include additional information that will substantiate their product quality and service capabilities.

INTRODUCTION

The purpose of this RFP is to obtain information that will enable the college to select a Consultant that can assist the College with the process of finding the next college President. Consultants should have in-depth experience in executive placement services in higher education, with preference for those that have significant work with community colleges.

The objective of the RFP is to find and place an individual with the qualifications, skills, and emotional intelligence to provide the vision and strategic direction of the college over the next several years. The search must be completed and the President in place by January 1, 2023. There will be a College Search Committee led by the Board Chair and comprised of board members, institutional representatives, and community stakeholders who will be the key members to identify and decide upon the final candidate. Input will also be gathered from college staff, faculty, students, and members of the community who will have the opportunity to meet the final candidates.

SCHEDULE OF EVENTS

EVENT	DATE
Release RFP	July 18, 2022
Last Day to Submit Questions	July 28, 2022 (end of business)
RFP Submittal Deadline	August 3, 2022
Board Approval	September 21, 2022

COLLEGE OVERVIEW

Waubonsee Community College (WCC), located forty-five miles west of Chicago, Illinois, has served more than 300,000 students since its inception. As one of 48 public community colleges in the Illinois Community College System, WCC is governed by a board of trustees composed of seven community members elected from the district at large and a student trustee selected by the student body. WCC serves 22 municipalities, 12 public high school districts and nine private high schools in a five-county, 600-square-mile district. In order to proactively address student and community needs, WCC has cultivated a learning-centered culture that values, and an infrastructure that advances, continuous quality improvement.

GENERAL REQUIREMENTS

Information

1. Provide **one (1) original** and **one (1) copy** of your submittal in a sealed envelope.
2. Respondents may not contact any college employee directly to discuss this RFP. All correspondence or questions concerning the RFP should be addressed to purchasing@waubonsee.edu.
3. All questions will be responded to by addendum or through the discussion board on Blackboard. Do not expect an immediate answer.
4. RFP documents are available for download from the college's purchasing webpage at <https://www.waubonsee.edu/businesses/purchasing/>.
5. All late proposals will be rejected.
6. All proposals must be signed by a duly authorized representative of the firm; all unsigned proposals will be rejected.
7. **RFP is not binding on WCC.** This RFP is not a binding offer by WCC and acceptance of the terms of this RFP by any Respondent shall not create a binding contract with WCC. WCC reserves the right to negotiate the terms and conditions of any agreement that may result from this Request for Proposal process, including the terms set forth herein and in any proposal. Any future contract that may be awarded must comply with college procurement requirements.
8. **Proposals Shall Constitute an Offer.** A proposal submitted in response to this RFP shall constitute an offer of the Respondent. The signature of a person who is legally authorized to execute contractual obligations on behalf of the Respondent shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Respondent of all terms and conditions as set forth herein, unless the response specifically indicates otherwise. A Respondent shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of any contract that may result from this RFP, except as outlined or specified in the RFP.
9. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
10. The college reserves the right to reject or accept any or all responses, to extend the due date, to waive technicalities in the documents or repost prior to award of the Contract.
11. Proposals may be withdrawn by written request from Respondent prior to the date and time established for the opening.
12. Awarded Respondent will be notified after award of orders.
13. All proposal prices must be good for a period of ninety (90) days from the date of opening.
14. The price proposed is the full purchase price, including all materials and labor, service costs, delivery to destination, rigging expenses, balancing provisions no matter what the cause for imbalance, and includes all transportation and handling charges, premiums on bonds, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period. List all costs individually on a separate sheet.
15. Proposals shall be prepared simply and economically, providing a straightforward description of the respondent's capabilities to satisfy the requirements of this RFP. Emphasis should be on

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- completeness and clarity of content, including all attachments and work samples.
16. There is no express or implied obligation for the college to reimburse firms for any expenses incurred in preparing proposals in response to this request.
 17. The college may issue a purchase order upon award by the college's Board of Trustees or after a fully negotiated and executed contract is signed.
 18. Invoices are paid monthly for work completed or as negotiated in the executed contract.
 19. The college's payment terms are net 30 days.
 20. The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics employed on PUBLIC WORKS construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.
 21. Waubensee Community College encourages the participation of qualified businesses owned by minorities, females and persons with disabilities in contracts the college awards. This policy shall be furthered by complying with the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq. and by cooperating with the Illinois Business Enterprise Council.
 22. WCC belongs to the following consortiums and Group Purchasing Organizations: E&I (Educational and Institutional Cooperative Purchasing); Sourcewell, US Communities; TCPN/National IPA; Midwest Higher Education Compact Consortium, and the Illinois Public Higher Education Cooperative. If you have pricing agreements with any of these organizations, pricing should minimally reflect these discounts. The college expects to be provided with the best available pricing.

Insurance and Indemnity Requirements

1. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturer, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. All subcontractors the firm hires must comply

with the same requirements.

- a. Comprehensive General Liability including Contractor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:
 - i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
 - ii. **Firm shall provide Waubonsee Community College with a Certificate of Insurance and endorsement naming Waubonsee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.**
- b. Workman's Compensation as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
- c. Comprehensive Business Automobile Liability including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as directed by the follows:
 - i. Written in the amount of not less than \$1 million each accident and covering any auto.
- d. Umbrella Liability Insurance: Written in the amount of no less than \$2 million each accident.

Responsibilities of WCC and WCC Athletics

1. WCC would agree to designate the awarded company as the vendor-of-record provider of bus transportation for WCC Athletics 2022-2023 season. This designation shall be in effect for the entire term of this agreement.
2. WCC agrees to provide the bus schedules per team per season as early as possible to ensure that buses are available for the entire schedule and to help avoid double bookings.
3. WCC shall provide pickup times and delivery locations and times, hotel information if applicable, and equipment requirements as early as possible.
4. Firms involved in providing services under this project require a minimum of five years' experience.

Confidentiality & Proposal Ownership

1. RFP Ownership: All proposals to the RFP will become the property of Waubonsee Community College and will not be returned.
2. Public Records Act: all materials received or created by the college are considered **public records** and subject to disclosure to third parties in accordance with the Freedom of Information Act (FOIA). These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the college.
3. If the Respondent requests that the college withhold their trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the

Respondent must include in its submittal:

- a. A written notification specifically identifying such information
 - b. A statement that disclosure of such information will cause competitive harm to the Respondent
4. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection.

Evaluation Process

1. The college reserves the right to:
 - a. Accept or reject any or all proposals
 - b. Select the proposal most responsive to the college's needs
 - c. Award the contract to the firm who will best serve the interests of the college at the college's sole discretion
 - d. Require a firm to submit any evidence of its qualifications as the college may deem necessary and to consider any evidence available such as financial, technical and other capabilities, including performance experience with past and present users
 - e. Request additional information or clarifications and to allow corrections of errors and omissions
 - f. Waive minor irregularities or variations to specifications in the process
 - g. Conduct any investigation of the qualifications of any firm that it deems appropriate
2. A selection committee consisting of the staff from the college will review all proposals and decide. Some factors may include:
 - a. Professional capacity to take on the work.
 - b. Proposed fee structure
 - c. Ability to perform within time and budget constraints
 - d. Evaluation of potential work plans
 - e. Previous work experience and performance with similar institutions
 - f. Recommendations by references
 - g. Other pertinent information submitted

Evaluation Criteria

The award of this RFP will be based upon a comprehensive review and analysis of all proposals by the college, and negotiation of the proposal which best meets the needs of the college.

1. Qualifications and Experience
 - a. Prior experience with college or university bus and/or motor coach services
 - b. Company Federal DOT FMSCA rating
 - c. Company safety record
 - d. Company vehicle maintenance program
 - e. Number and experience of drivers

- f. Quality of company handbooks
 - g. Company hiring program
 - h. Company training/retraining/supervision program
 - i. References
2. Ability to Perform
- a. Company's proposed willingness to meet the needs of the college and accept general provisions and responsibilities as outlined in the RFP
 - b. Size, quality and age of company vehicle fleet
 - c. Company's ability to provide buses in sufficient quantity and of sufficient quality to accommodate WCC Athletics needs
 - d. Company violations (equipment and moving) over the last three years
 - e. Company ability to provide 24/7 support for emergencies after hours
 - f. Company contingency plan for breakdowns etc.
 - g. Company cancellation policy
 - h. Value added services
3. Cost
- a. Pricing worksheet
 - b. Additional Fees
4. Supplemental Information: As part of the review, the college may request the Vendor to supply in writing clarifications, additional documentation or information needed to fairly evaluate each proposal.
5. Review of References: Each proposer is required to provide at least three (3) references for services of similar nature with other colleges or universities. Please include name, title, telephone number and e-mail address of a contact person at each institution. The college reserves the right, but is not obligated to contact any institution as a reference.
6. Award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. WCC will be the sole judge of the suitability of the proposed Agreement.
7. Requests for Clarification by WCC: WCC may request that any proponent clarify or supplement any information contained in their Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the college.

SCOPE OF WORK

Summary

Waubonsee Community College, an institution of higher learning located in Sugar Grove, IL is accepting proposals for a five-year agreement, to be renewed annually, from qualified firms to provide bus service

/ transportation for the athletic programs located at the Sugar Grove Campus, Rt. 47 @ Waubonsee Drive, Sugar Grove, IL.

Timeline

1. The contract will be effective from the signature date, unless otherwise documented in the contract, and will remain in effect for five (5) years, to be renewed annually.
2. Respondents should include a copy of their standard agreement with RFP.

PROPOSAL REQUIREMENTS AND FORMAT

Proposals shall be prepared simply and economically, providing a straightforward description of the respondent's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content, including all attachments and work samples.

Provide **one (1) original** and **one (1) copy** of your submittal in a sealed envelope. Prepare your responses to this RFP in the format and sequence specified below, preferably stapled or clipped, and no binders. Respond specifically to each item in the order as provided. Failure to comply may result in the college rejecting your proposal as non-responsive.

Firm Information

1. Provide a completed copy of the following documents as provided in this RFP: **RFP Authorization Form, Fees and Services, General Provisions and Responsibilities of Company, Certifications, Conflict of Interest – Non-collusion Form, Illinois Business Enterprise Program Form and References.**
2. Provide your full company name as it is registered with the United States Department of Transportation (US DOT) along with your US DOT#. WCC shall verify such registration along with DOT records of company violations, citations, and inspections. Also provide the following:
 - a. Name of the principal(s) of the company.
 - b. Name, telephone number, and email address of a representative of the firm authorized to discuss the proposal.
 - c. Addresses of all offices of the company. Identify the office which will fulfill this agreement.
 - d. Number of employees of the company and number of full-time drivers employed by the company.
 - e. Provide the number of years in business under current name and any past company names or affiliations.
 - f. Statement of whether there are any ongoing, pending, or potential legal actions against the firm.
3. Provide contact information for 24/7 Emergency/After Hours. Include names, titles/job functions, and telephone and/or cell phone numbers for at least two contacts, in order of precedence and priority.

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4. Provide a list of your company's complete fleet, including vans, mini-buses, and full-sized buses and motor coaches. Said list shall describe each vehicle by passenger capacity size, age, mileage (odometer reading) at time of RFP response and standard equipment on each (i.e. lavatory, DVD player / TV screens, shades on windows, fold down tables, DC to AC power inverters and internet).
5. Provide your company contingency policy or plan if anything happens to a bus during a trip (i.e. breakdowns). Explain particularly and in detail how these situations are handled for both in-state and out of state and "after hours".
6. Explain your company's plan to ensure that your company would have a bus of acceptable condition for WCC in case of a conflict with other customer schedules. For instance, if all your buses are reserved well in advance for a particular group for a particular day, and WCC needs a bus for that day, what would your company do?
7. Provide a list of any equipment violations and/or safety violations that your company has received over the past three (3) years. If none, state none.
8. Provide a list of moving violations over the past three years.
9. Provide information on your company's vehicle maintenance:
 - a. How often is scheduled maintenance on your vehicles performed?
 - b. How and when are inspections performed to ensure safety and top operational condition?
 - c. How are maintenance issues tracked?
 - d. How are repairs prioritized?
10. Explain your driver hiring program.
 - a. What criteria is used when deciding whether or not to hire drivers?
 - b. Are background checks performed during the hiring process?
 - c. How does your company ensure that new drivers meet minimum requirements to operate a bus or motor coach?
 - d. How does your company provide oversight of the seasoned drivers and provide "refresher" training?
 - e. How does your company address drivers who receive moving violations?
11. Explain your training/retraining/supervision program.
 - a. How does your company provide oversight of the seasoned drivers and provide "refresher" training?
 - b. How does your company track moving violations for each driver?
 - c. How does your company address drivers who receive moving violations?
12. Provide your current Federal DOT FMSCA rating % for the following: (See <http://ai.fmcsa.dot.gov/SMS/Data/Search.aspx>)
 - a. Unsafe Driving _____%
 - b. Driver Fitness _____%
 - c. Vehicle Maintenance _____%

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13. Provide your company policy for cancellation of trips by WCC, including cancellation fees.
14. Identify any other carrier that your company would subcontract to and provide the company name, address and US DOT #. WCC reserves the right to reject any subcontractor.
15. Respondents should include a copy of their standard agreement with RFP.
16. Provide any additional information you feel may be pertinent for WCC to know when evaluating proposals such as value added or unique services or equipment.

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RFP AUTHORIZATION FORM

All Respondents are required to complete and sign this form.

I HEREBY AUTHORIZE THIS PROPOSAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS RFP. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED PROPOSAL IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION.

Name of Company

Address

City

State

Zip Code

Telephone Number

Fax Number

Authorized Signature

Date

Print Name

Title

Email Address

Person to contact with questions regarding this submittal:

Printed Name

Telephone Number

Email Address

Acknowledgement of Addenda (if any)

I acknowledge having received addenda # _____.

FEES AND SERVICES

1. Provide a breakdown of your proposed rates as shown below.

23/28 Passenger Executive Bus	
Flat Rate	\$
Hours included in Flat Rate	
Mileage included in Flat Rate	
Starting Address of Mileage (Bus depot or Waubensee Sugar Grove Campus)	
Each Additional Hour Rate	\$
Day Rate	\$
Mileage Rate	\$
35/39 Passenger Executive Coach Bus	
Flat Rate	\$
Hours included in Flat Rate	
Mileage included in Flat Rate	
Starting Address of Mileage (Bus depot or Waubensee Sugar Grove Campus)	
Each Additional Hour Rate	\$
Day Rate	\$
Mileage Rate	\$
56 Passenger Motor Coach	
Flat Rate	\$
Hours included in Flat Rate	
Mileage included in Flat Rate	
Starting Address of Mileage (Bus depot or Waubensee Sugar Grove Campus)	
Each Additional Hour Rate	\$
Day Rate	\$
Mileage Rate	\$
Additional Charges (please list below)	

GENERAL PROVISIONS

All responses shall include a point-by-point statement whether you will Agree or take Exception to all points in this section. If an Exception is noted, please explain by attaching separate sheets of paper as necessary.

Agree	Exception	
<input type="checkbox"/>	<input type="checkbox"/>	1. The awarded company shall recognize that its association with WCC is not an endorsement or warranty of their products or services. Further, the awarded company shall recognize that any resulting agreement shall not be considered or interpreted to indicate a promise or guarantee, real or imagined, of any additional or peripheral business from WCC or WCC Athletics.
<input type="checkbox"/>	<input type="checkbox"/>	2. The successful company shall provide all labor, vehicles, supervision, permits, fees and incidentals required and/or implied under this RFP for the complete and satisfactory performance of services.
<input type="checkbox"/>	<input type="checkbox"/>	3. The awarded company shall obtain and maintain at their own expense all necessary insurances, permits, licenses, and other such documents as required by law. Carrier must have liability insurance in accordance with regulations of the US Dept. of Transportation and of the State of Illinois and comply with ICC Transportation regulations.
<input type="checkbox"/>	<input type="checkbox"/>	4. A current copy of certificate of insurance naming WCC as additional insured or certificate holder is to be on file with WCC at all times during the term of the subsequent contract awards. Company shall notify WCC in writing via certified mail 30 days prior to any insurance policy that will be suspended, voided, cancelled or reduced.
<input type="checkbox"/>	<input type="checkbox"/>	5. The awarded company shall maintain vehicles and equipment in good working order and repair in compliance with the manufacturer's recommendations, perform all necessary maintenance and repairs to vehicles and equipment, and complete such work without interruption of scheduled service, and clean the buses prior to scheduled service to WCC.
<input type="checkbox"/>	<input type="checkbox"/>	6. All applicable items and/or services offered shall comply with all applicable rules, regulations, safety standards, and including but not limited to any applicable federal, Americans with Disabilities Act (ADA), Occupational Safety and Health Administration (OSHA), Federal Motor Vehicle Safety Standard (FMVSS), State of Illinois Department of Transportation (IDOT), State of Illinois Department of Motor Vehicles, and local laws in force at the time of service. All warning labels required by law must be installed accordingly.
<input type="checkbox"/>	<input type="checkbox"/>	7. WCC expects that the awarded company will be using their own fleet to service WCC. However, WCC recognizes that there may be an occasional need to supplement a company fleet by using a vehicle and/or driver from another company with which the contractor has an agreement. All such variations (substitutions) will require prior approval from WCC, and such supplemental service shall be provided at cost, with no markup allowed for the contract. All substitute vendors must be able to abide by the equipment and service specifications and requires outlined in this agreement. The vendor shall be responsible for all acts and performances of any subcontractor or secondary

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		provider that the vendor may engage for the completion of the contract. The vendor shall be responsible for the payment to all subcontractors or secondary providers.
<input type="checkbox"/>	<input type="checkbox"/>	8. The contractor, for the term of the contract, shall be properly licensed and registered with the State to provide Bus Services. Vehicles supplied shall have the appropriate registration. Upon request, the contractor shall provide copies of licenses/registration to WCC.
<input type="checkbox"/>	<input type="checkbox"/>	9. All contractor-supplied drivers shall have valid commercial driver licenses for passenger transportation. All drivers will be required to have radio or phone contact with the vendor dispatch center in the event of any problem which may cause an interruption or delay in service and needs to be reported quickly to the vendor and to WCC. Drivers will need to be able to speak and read English.
<input type="checkbox"/>	<input type="checkbox"/>	10. WCC reserves the right, in cooperation with the contractor, to request certain drivers be used for certain trips, or request that certain drivers NOT be used for trips (for sufficient cause).
<input type="checkbox"/>	<input type="checkbox"/>	11. The contract award and WCC purchase orders shall be the only documentation necessary. No additional agreements will be allowed. College personnel must not sign any agreements from the contractor listed on the contract award.
<input type="checkbox"/>	<input type="checkbox"/>	12. Should additional services be required, which is beyond the scope of this RFP but is related to the overall contract, the vendor will be requested to submit a written proposal and upon approval, a purchase order may be issued to authorize the work.
<input type="checkbox"/>	<input type="checkbox"/>	13. The contractor shall be responsible for the repair or replacement costs of any damage to WCC and/or personal property caused by the use, misuse or negligence caused by the contractor or their employees. This includes, but not limited to permanent objects, curbs, fencing, shrubs, trees, and lawn areas. The contractor is responsible for reporting damage to WCC property within seventy-two (72) hours of occurrence. The damage must be reported in writing. All damage must be repaired to the satisfaction of WCC.
<input type="checkbox"/>	<input type="checkbox"/>	14. The awarded company shall not provide drivers who have a history of three or more moving violations, or who otherwise is unfit, not skilled or not licensed to perform the required duties. Providing such drivers shall make the company subject to contract suspension or cancellation.

RESPONSIBILITIES OF COMPANY

All responses shall include a point-by-point statement whether you will agree or take exception to all points in section. If an Exception is noted, please explain by attaching separate sheets of paper as necessary.

Agree	Exception	
<input type="checkbox"/>	<input type="checkbox"/>	1. The awarded company will be responsible for providing bus transportation for regular season "away" games as identified in this RFP.
<input type="checkbox"/>	<input type="checkbox"/>	2. Departure and return site will be from Waubensee Community College, Sugar Grove Campus unless specified otherwise. All vehicles shall arrive at WCC (30) thirty minutes prior to departure. The awarded contractor shall notify WCC Athletics immediately if there are any vendor-caused delays to the scheduled pick-up and/or drop-off times.
<input type="checkbox"/>	<input type="checkbox"/>	3. The awarded company must provide one specific individual as contact and 24-hour dispatch service phone number for "live" customer service.
<input type="checkbox"/>	<input type="checkbox"/>	4. Transportation equipment must be no older than five years. WCC expects all buses provided under this RFP and subsequent contract to be in sound and safe operating condition and shall meet all provisions, including emergency exits, under the Department of Transportation and Motor Vehicle Department Regulations. Companies that provide substandard buses that cause breakdowns, delays, or otherwise inconvenience the team or put them at risk should expect a ban of a to-be-determined length of time from participating in WCC bids until such time as all problems have been demonstrated to have been corrected.
<input type="checkbox"/>	<input type="checkbox"/>	5. Unless otherwise noted or requested formally by WCC, the awarded company shall be expected to provide full size coach buses with the following features - lavatory, DVD with monitors throughout the vehicle (minimum six monitors throughout or four large monitors throughout and one 17" monitor in front), full underneath storage to accommodate all equipment and supplies, reclining seats, shades on windows, eating tray tables that fold down from seat backs, DC to AC power inverters to allow laptop and cell phone use in transit, and internet access.
<input type="checkbox"/>	<input type="checkbox"/>	6. The awarded company shall absorb all costs associated with providing bus transportation including the costs of all tolls, parking, road use taxes, fees and insurance, meals and lodging costs. WCC will secure a room for the driver at the group rate, and pass hotel name, address, rate, phone number, etc. on to the bus company.
<input type="checkbox"/>	<input type="checkbox"/>	7. All prices must include driver's gratuity. There will be no tipping by the travel party. If gratuity is expected, the percentage must be included and specified in the cost. There will be no tipping by the travel party.
<input type="checkbox"/>	<input type="checkbox"/>	8. The awarded company shall require that all drivers for WCC wear company uniforms or other clothing (i.e. polo shirts with company name and logo) while driving for WCC.
<input type="checkbox"/>	<input type="checkbox"/>	9. Bus and driver must remain with the group from WCC departure through return at WCC, including practice sessions, actual competitions, restaurant stops and miscellaneous excursions. Smoking on the bus by the driver is prohibited and

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August 3, 2022 at 1:00 p.m.

		unnecessary stops by the driver are not allowed. No friends or family of the driver are to accompany them on a trip at any time.
<input type="checkbox"/>	<input type="checkbox"/>	10. All buses provided under this award shall be provided clean inside and out. During overnight trips the driver shall be responsible for removing all debris prior to the travel the next day. If found after a trip, items left behind by the travel party shall be returned to WCC within 24 hours.
<input type="checkbox"/>	<input type="checkbox"/>	11. A WCC Athletics coaching staff member will provide an itinerary for the trip to include; destination, dates, WCC departure and return times and competition game time. In addition, hotel arrangements and other information pertinent to the trip will be provided.
<input type="checkbox"/>	<input type="checkbox"/>	12. Drivers must be prepared in advance with all necessary directions for destinations. All buses must also be equipped with a GPS system to assist drivers in locating and navigating to destinations. All drivers must also carry a cell phone. Drivers shall not rely on WCC staff for directions.
<input type="checkbox"/>	<input type="checkbox"/>	13. Upon arrival at pick up/departure location, the driver shall meet with the team coach(es) to review travel itinerary, timeline and destination. If changes are needed or requested, they should be agreed upon at that time.
<input type="checkbox"/>	<input type="checkbox"/>	14. Reasonable, minor requests by the team coach(es) (i.e. stopping for meals, rest stops) made at any time prior to or during trips shall be accommodated as long as those requests fall within acceptable parameters.
<input type="checkbox"/>	<input type="checkbox"/>	15. In the event of a breakdown, the contractor shall promptly transfer all passengers to a serviceable vehicle. Any and all costs associated with a mechanical failure of the vendor's vehicle, including wait time and vehicle repair, shall be borne by the vendor.
<input type="checkbox"/>	<input type="checkbox"/>	16. In the event that a breakdown or driver error results in a group missing an event or a flight, vendor shall bear responsibility and agree to negotiate in good faith to compensate WCC for lost expenses.
<input type="checkbox"/>	<input type="checkbox"/>	17. In the event that a trip is cancelled due to weather or for other reasons out of the control of the college, the vendor will be notified as soon as possible. If the cancellation should occur after the bus has arrived at its designated pick-up area, only miles from the base to the designated pick-up will be charged. Trips cancelled at least 24 hours prior to the designated pickup time shall not be charged. Any trips cancelled less than 24 hours prior to the designated pick-up time will be paid in accordance with a cancellation fee agreed upon between the vendor and the college.
<input type="checkbox"/>	<input type="checkbox"/>	18. All accidents that involve the vendor's personnel in operation of a vehicle pursuant to this contract shall be immediately (within one hour) reported to the proper authorities and the college.

CERTIFICATIONS

All Respondents are required to complete and sign this form. Completed form must be returned with RFP no later than the advertised deadline. Failure to return this completed form may result in disqualification.

Respondents are cautioned to carefully read these certifications prior to signing below. Signing this page shall constitute a warranty by the undersigned that all of the statements, certifications and information set forth within these certifications are true, complete and correct as of the date signed. The undersigned is notified that if the college learns that any of the following certifications were falsely made, any contract entered into with the undersigned shall be subject to termination.

1. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12.
2. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.
3. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.
4. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
5. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq.
6. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
7. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
8. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating.
9. When required by law, the bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

Authorized Signatory: _____ **Date:** _____

CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

All Respondents are required to complete and sign this form. Completed form must be returned with Proposal no later than the advertised deadline Failure to return this completed form may result in disqualification.

Conflict of Interest Disclosure

Waubensee Community College is requiring that any and all relationships with the college, its administrators, trustees, committee member, or any other employee of the college be disclosed in writing as a part of any proposal submitted. Contact in regards to this Proposal with any employee of Waubensee Community College during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the RFP process.

Define the relationship with any Waubensee Community College administrator, trustee, committee members, or their immediate family member, with which your company or any of its owners, officers, trustees, employees does business with, or for which there is an opportunity to influence a related college decision.

Respondent certifies that there is no known conflict of interest with any WCC administrator, trustee, committee member or employee of the college.

Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Company, and that the contents of this Proposal as to prices, terms or conditions of said RFP have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.

The undersigned further affirms that this Proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name: _____

By: _____
(Authorized Signatory)

_____ Title

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION

Vendor shall provide the following information on the MBE status of its business so that the College can comply with the Business Enterprise for Minorities (MBE), Females (WBE), Persons with Disabilities Act (DBE), or Veteran Owned Business (VOB), 30 ILCS 575/1, et seq.

Identify Business Certification Status (___ MBE ___ WBE ___ DBE ___ VOB)

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

Small Business Certification Status

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

Certifying Organization

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

For more information please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

REFERENCES OF SIMILAR WORK PERFORMED

Contact Name Phone

Email Address

Company / Organization Name

Address, City, State, Zip

Contact Name Phone

Email Address

Company / Organization Name

Address, City, State, Zip

Contact Name Phone

Email Address

Company / Organization Name

Address, City, State, Zip

END OF DOCUMENT