REQUEST FOR PROPOSAL (RFP):
COMMERCIAL DRIVER’S LICENSE (CDL) TRAINING SERVICES
RFP # 2020 - 04
Request for Proposal (RFP) Cover Page

Proposal Issue Date: Thursday, September 03, 2020

Proposal Solicitation Closing Date: Friday, October 02, 2020 | Proposal Solicitation Closing Time: 2:00 PM (EST)

Issued By: United Planning Organization (UPO)

Address: 301, Rhode Island Ave, NW, Washington, DC 20001

Telephone Number: 202-238-4600

UPO is a non-profit organization in the District of Columbia, founded in 1962 and is exempt from any state or federal taxes.

Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown, if applicable.

Responses must be received on or before Friday, October 02, 2020, by 2:00 PM (EST) in the Procurement Office, UPO, 301 Rhode Island Avenue, NW, Washington, DC 20001.

Electronic responses only: Submit your proposal to procurement@upo.org, referencing “Commercial Driver’s License Training Services RFP # 2020 – 04” in the subject line.

For Questions/Information, please email to Rizwanul Haque, Procurement Officer, at rhaque@upo.org, referencing “Commercial Driver’s License Training Services RFP # 2020 – 04” in the subject line. Questions/information must be emailed no later than Friday, September 18, 2020. All questions received by the closing date will be answered within three (3) business days and will be posted on the UPO website.

UPO reserves the right to waive informalities or irregularities, to reject any or all proposals received, to accept the proposal deemed best for the organization, and/or request new proposals, if necessary.

Any objection to the above conditions must be clearly indicated in the proposals.

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

VENDOR IDENTIFICATION

| Company Name: |
| Address: |
| Telephone: |
| Email: |
| Federal ID: |

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CDL Training Services RFP # 2020 – 04
Page 2 of 13
# TABLE OF CONTENTS

I. PURPOSE OF THIS RFP .............................................................. 4

II. UNITED PLANNING ORGANIZATION BACKGROUND ......................... 4

III. CONTRACT PERIOD & RENEWALS ................................................ 4

IV. SCOPE OF SERVICES .............................................................. 4

V. PROPOSAL REQUIREMENTS ....................................................... 5
   A. General Requirement ............................................................. 5
   B. Special Requirements ........................................................... 5

VI. EVALUATION CRITERIA .......................................................... 7

VII. EVALUATION CRITERIA .......................................................... 7

VIII. GENERAL TERMS AND CONDITIONS ..................................... 7

IX. APPENDICES
   
   Appendix – A: Vendor Identification Form ....................................... 11
   Appendix – B: Curriculum ............................................................ 12
   Appendix – C: Qualifications ........................................................ 13
I. PURPOSE OF THIS RFP

United Planning Organization (UPO) invites qualified and experienced CDL training service providers to submit proposals to provide Commercial Driver’s License (CDL) training services and instructions as specified in this RFP under the guidance of its Workforce Institute (WFI) Training Division.

II. UNITED PLANNING ORGANIZATION (UPO) BACKGROUND

UPO is a 501(c) (3) private non-profit corporation and the designated Community Action Agency for the District of Columbia, providing leadership, support and advocacy to empower low-income residents of Washington, DC to become self-sufficient and self-determined. UPO is a major Head Start grantee in the Nation's Capital spanning a period of 50 years.

UPO serves as Washington, DC’s premier non-government human service organization that promotes self-sufficiency and brings innovative ideas to the problem of poverty throughout the city. UPO operates a wide array of special activities and offers many supportive and instructional services including:

- Head Start, Early Head Start, and other childcare programs that make measurable differences in the education of our youngest
- Comprehensive youth services with scholarships for DC residents
- Transportation services for the homeless
- Training programs designed to prepare participants for skilled employment
- Weatherization services to make homes more energy efficient
- Substance abuse treatment programs that assist individuals in overcoming their addictions
- Tax preparation and e-filing community based tax preparation services
- Housing Counseling services that help alleviate predatory lending, and
- Job placement and career development services

III. CONTRACT PERIOD AND RENEWALS

The term of any contract resulting from this RFP will be from December 1, 2020 to September 30, 2021 or from the date the contract is executed. The contract may be renewed for four (4) successive option years or part thereof (one cohort each year), depending on satisfactory performance evaluation and availability of funds.

IV. SCOPE OF SERVICES

UPO is seeking to retain an organization to provide CDL training services and instruction under the guidance of its Workforce Institute (WFI). The proposal should consist of a comprehensive training in Class A and Class B instructions designed specifically for 20 to 25 Community Services Block Grant (CSBG) eligible District of Columbia residents. There will be one (1) cohort over a training period not to exceed six (6) weeks. This training program may however be renewed for four (4) successive option years (one cohort each year). The cohort must receive at least 160 hours in preparation for the CDL Examination.
V. PROPOSAL REQUIREMENTS

A. GENERAL REQUIREMENTS

1. In order to be considered for selection, proposers must submit a complete response to this solicitation electronically to procurement@upo.org referencing “Commercial Driver’s License Training Services RFP #2020-04”.

2. No other distribution of the proposal shall be made by the proposer.

NOTE: A proposer may submit no more than one proposal in response to this RFP.

3. Proposals shall include a letter of transmittal signed by an authorized representative of the proposer. All information requested should be submitted. Failure to submit all requested information may result in the organization requiring prompt submission of missing information.

4. Proposals which are substantially incomplete or lack key information may be rejected by UPO.

5. Proposals should be prepared simply, as thorough and detailed as possible, providing a straightforward, concise description to satisfy the requirements of the solicitation. Emphasis should be placed on completeness and clarity of content.

6. All responses are to be submitted on standard 8.5” X 11” paper size in 12 point font minimum type. Proposers shall respond to the items in the order they are shown in the solicitation. The responses should describe the most favorable terms and shall remain firm for 90 days from the proposal opening date.

7. Ownership of all data, materials and documentation originated and prepared for this solicitation by any proposer shall belong exclusively to UPO.

B. SPECIAL REQUIREMENTS

All pages of the proposal should be numbered and the following are typical services and/or items that a successful proposer will be required to provide to UPO, if awarded the contract, and should be addressed in the proposal in the following order:

1. Proposal Cover Page: Please complete the proposal Cover Page and also the UPO Vendor Identification form included as an attachment (Appendix A) to the RFP.

2. Provide a brief description and history of your organization. This should include: the number of years the organization has been in business; your qualifications to provide CDL instruction, training capacity, outcomes in CDL training; and references and/or commentary received from organizations that have hired previous participants. Include your organization’s relationship with the Department of Motor Vehicles (DMV) and any similar organizations that have supported your organization’s training.

3. Provide prerequisites, intake, literacy, eligibility or other student requirements to participate in the proposed program; these should also include specific physical abilities, mental and legal standings required of the student; state your ability to perform any student pre-screening, in concert with the required CSBG eligibility intake processes performed by UPO; state your ability to perform individualized or group student tutoring, if required; state your projected program outcome ratio, i.e., 18 of 20 students will successfully pass the CDL Training Examination; state your ability to submit weekly student progress reports (and Final Status Report) to UPO Adult Education & Training Division Director.
4. Identify and include a copy of the state recognized commercial driver’s license received after successfully passing the CDL written examination and road test; state your ability to proctor the exam (if applicable); state the cost of exam per student; state if the proposed program covers this cost per student; state requirements for retake of the CDL Examination; state the projected or reasonable period to receive success or failure examination results; state if the proposed program will cover the cost of one retake of exam or recommends that the student or UPO covers the retake cost; proposal shall include a remedial course hour(s) plan to prepare the student for examination retake.

5. State the facility where instruction will occur, if not a facility owned or leased by UPO; state the full address of said facility (UPO reserves the right to request a certificate of occupancy or other documentation stating the proposer’s right to occupy space in the facility, if awarded the contract); state the proposed days and hours of the week the program will be taught; state the total duration of the program in weeks including days set aside for the CDL Examination and remedial retake hours, if any.

6. Describe your web-based student tracking system used to document student grades, attendance, and contact information (if applicable).

7. Include a brief timeline of all proposed activities.

8. State the cost per student and what it includes; also state the total program cost.

9. Identify the cost of all student training materials, uniforms, equipment, physical examination, CDL license permit, etc.; state if included in the total cost per student.

10. Required Attachments (must be submitted to UPO with the proposer response):
    a. Complete the RFP Cover Page and also the Vendor Identification Form included as an attachment (Appendix A) to the RFP.
    b. Current business license to operate in the District of Columbia; if an individual, the official credentials of the proposer (B.A. degree, Master degree, etc….) in addition to the resume will be sufficient.
    c. Current certificate of insurance evidencing coverage of the minimum required in this RFP.
    d. List of at least three comparable work/client references to include organization name, brief description of the project, and contact person’s name, telephone number, and email address; preferably including a community based non-profit organization.
    e. Identify and include in a separate attachment clearly marked “Appendix B - Curriculum”, the proposed program curriculum that includes the required skills for an entry level CDL driver based upon requirements specified in typical advertised job postings by recruiters and staffing agencies.
    f. Identify and include in a separate attachment clearly marked “Appendix C - Qualifications”, provide brief position descriptions and name(s) of any administrators, proctors, instructors, etc. of the proposed program; the description should include their duties and qualifications; also attach a copy of their current resume (Resume should include: (a) Number of years of relevant experience, (b) Number of years with the organization; (c) Experience - specific project involvement: Names of projects, types of projects, and size of projects; and (d) Education/Degrees earned.

Proposals that are not organized in this manner risk elimination from consideration, if the evaluators are unable to find where the RFP requirements are specifically addressed.
VI. EVALUATION CRITERIA

1. All proposals will be reviewed to determine if they adhere to the format and instructions of the RFP, meet the criteria indicated below, and conform to the objectives and requirements of the RFP.

2. An evaluation team will evaluate the merit of proposals received in accordance with the criteria outlined in this RFP.

3. Incompleteness, significant inconsistencies or inaccuracies found within a response may result in a reduction of the evaluation rating.

4. UPO reserves the right to (a) waive variances or reject any or all proposals and (b) request clarifications from any or all proposers.

5. Proposals shall be rejected if they: (a) are received after closing date and time, (b) contain alterations not initialed by an authorized official, and (c) are not meeting the minimum qualification requirements.

6. The following criteria will be utilized in the evaluation of the proposals:
   a. Adherence to RFP: The Proposer adheres to the instructions in this RFP on preparing and submitting the proposal.
   b. Qualifications and experience: The Proposer’s past experience and performance on comparable engagements.
   c. Reasonableness of Cost: A total dollar amount for the service requested and a detailed breakdown must be provided with the proposal.

VII. AWARD OF CONTRACT

The contract will be awarded to the responsive and responsible proposer receiving the highest score in the evaluation process.

VIII. GENERAL TERMS AND CONDITIONS

1. Additions and/or Deletions of Service: UPO reserves the right to add and/or delete goods or services to any contract entered into with the contractor. Should a requirement be deleted, payment to the contractor shall be reduced proportionally to the amount of service reduced in accordance with the bid price. Should additional services be required from the contract, prices for such additions will be negotiated between the contractor and UPO.

2. Termination of Contract: The contract may be terminated by either party at any time upon sixty (60) days written notice from the terminating party. Cancellation of the contract by either party shall in no way relieve the contractor of its responsibility to complete any and all work in progress at the time of the notice and for which payment has been received by the contractor.

3. Licenses: By submitting a proposal, proposer certifies that it has procured, and shall maintain in full force, all permits and licenses required to conduct its business lawfully and that it shall remain informed of and in compliance with all federal and local laws, ordinances and regulations that affect in any manner contractor’s fulfillment of the contract.
4. Anti-Kickback Provision: This contract is subject to the provisions of the Anti-Kickback Enforcement Act of 1986. By agreeing to this binding agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of UPO for the purpose of obtaining this or any other agreement, purchase order or contract from UPO and (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act.

5. Non-Collusion/Fraud: By submitting a proposal, proposer warrants and certifies that neither the proposer nor its employees or associates has contacted any unauthorized UPO employee, officer or elected official regarding the contents of this solicitation or the solicitation process. Proposer further warrants and certifies that neither proposer nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in response to this solicitation. If at any time it shall be found that proposer or its employees or associates has, in the presenting of its proposal, colluded with any other party or parties for the purpose of preventing or restricting free competitive bidding, its proposal shall be immediately rejected. Any contract awarded prior to the UPO’s discovery of proposer’s collusion shall be terminated and proposer shall be liable for all of its damages sustained by the UPO as a result of proposer’s collusion.

6. Equal Opportunity: The proposer agrees not to discriminate against any employee or applicant for employment on account of any services, or activities made possible by or resulting from this RFP on the grounds of actual or perceived sex, race, color, religion, national origin, age, marital status, disability, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, source of income, place of residence or business, veteran status or any other characteristic protected under federal or District law. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by UPO which may result in ineligibility for further UPO contracts. The proposer shall at all times in the proposal and contract process comply with all applicable UPO, DC, and federal anti-discrimination laws, rules, regulations and requirements thereof.

7. Right to Audit: UPO shall have the right to audit all invoices submitted by the contractor. The organization shall have the right to audit all relevant data upon which the contractor’s fees are based.

8. Informal Communications: From the date of receipt of this RFP by each proposer until a binding contractual agreement exists with the selected contractor and all other proposers have been notified, or when UPO rejects all proposals, informal communications regarding this procurement shall cease. There shall be no requests from proposers to any Office or Department at UPO with the exception of contact for information, comments, etc., and they shall be emailed.

9. Formal Communications: From the date of receipt of this RFP by each proposer, until a binding contractual agreement exists with the selected contractor, and all other proposers have been notified, or when UPO rejects all proposals, all communications between UPO and the proposers will be formal emails.

10. Costs Incurred: Any costs incurred by proposers in preparing or submitting a proposal or subsequent oral presentation/demonstration shall be the proposer’s sole responsibility.

11. Minority/Women-Owned Business Enterprises: Pursuant to Federal Acquisition Regulations and UPO’s procurement policy, UPO may offer contracting opportunities to small and minority firms, women’s business enterprises and labor surplus area firms to the extent possible.

12. Federal, State and Local Taxes: UPO is exempt from State and federal taxes. Such taxes shall not be included in quoted prices, but if any taxes are known by the contractor to apply, they shall be shown separately. If not so shown, they shall be considered an expense of the proposer and deemed a part of the quoted prices.
13. Payment Terms: Preferred invoice payment terms will be 2% 10, net 30 days from date of invoice. In the event there is a discrepancy between the order and the invoice, payment terms shall be effective starting on the date the discrepancy is resolved. Monies due or to become due to the contractor under the contract may be retained by UPO as necessary to satisfy any outstanding claim which UPO may have against the contractor. At any time or times before final payment and three year thereafter, UPO may have the contractor’s invoices or vouchers and statement of cost audited.

14. Indemnification: Contractor shall indemnify, protect, defend and hold harmless UPO, its directors, officers, employees, and representatives from and against any and all claims arising from or connected with: (1) any alleged or actual breach by the contractor or (2) any act or omission by the contractor and only to the extent such claim arises by negligence or intentional misconduct or as may be allowed under applicable law. Monies due or to become due to the contractor under the contract may be retained by UPO as necessary to satisfy any outstanding claim which UPO may have against the contractor.

15. Insurance: Contractor shall, at all times, at its own expense, obtain and carry comprehensive liability insurance including errors and omissions coverage, property damage insurance and workers’ compensation insurance in adequate amounts. Contractor shall keep such insurance in force for the duration and term of this agreement. All certificates of insurance or evidence of insurance must contain a thirty (30) day written notice of any cancellation, change, or termination of coverage. The insurance required shall be obtained from insurance company (ies) licensed to do business in the District of Columbia and shall be kept in force for 90 days after the last payment under the contract.

- Workers’ Compensation Insurance providing statutory limits for the District of Columbia.
- Business Automobile Liability Insurance with a minimum of $1,000,000 per occurrence.
- Commercial General Liability Insurance coverage with a minimum of $1,000,000 per occurrence / $2,000,000 aggregate limit.

The contractor shall provide immediate notice in the event there is any change of insurance or that it has reached the insurance limits due to claims made.

16. RFP Addendum: In the event that it becomes necessary to revise this RFP, in whole or in part, an addendum will be posted on the UPO website: http://www.upo.org/work-with-us/#rfp

17. Completed Proposals: A proposer may submit no more than one (1) proposal in response to this RFP. The proposal shall be completed and signed by an individual who is authorized to bind the firm submitting the proposal.

18. Withdrawal of Bids: At any time prior to the hour and date set for submitting proposals, a proposer may withdraw the proposal. This will not preclude the submission of another proposal prior to the hour and date set for submitting the bid. After the scheduled time and date for submitting proposals, no proposer will be permitted to withdraw the bid unless the award is delayed for a period exceeding 60 days.

19. Receipt and Opening of Proposals: Proposers are responsible to assure their bid is delivered to UPO by the scheduled date and time. Only those bids which are received in a timely fashion as set forth in this RFP will receive consideration. Proposals received after the date and hour designated are automatically disqualified and will not be considered; late bids will be dated, marked as received late, and placed unopened in the bid file. Proposers must pay particular attention to insure the proposal is properly addressed. UPO is not responsible if the proposal does not reach the destination specified by the appointed date and time.
20. Contract Award Notification: When the evaluation process of the proposals is completed; the selected proposer will be formally notified by mail or email. Other notifications will not be honored and should not be considered as a valid offer of award.

21. Certifications: Any agreement resulting from this RFP shall be subject to but not limited to the following certifications:
   a. Certification that it nor its principals are not debarred, suspended, proposed debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participation in this transaction by any Federal department or agency in accordance with 45 CFR Part 76.

22. By submitting a proposal, the proposer represents that:
   a. The proposer has read and understands the RFP and submits the response in accordance therewith.
   b. The proposer possesses the capabilities, equipment, and personnel necessary to provide an efficient and successful service.
   c. The proposer has all the required licenses and insurance.

23. No claim will be allowed for additional compensation or time for completion based on a lack of knowledge or lack of understanding of any part of the RFP.
**APPENDIX - A**

**VENDOR IDENTIFICATION FORM**
(Must be completed and returned with the Proposal)

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APPENDIX - B

CURRICULUM

(To be submitted by the proposer)
APPENDIX - C

QUALIFICATIONS

(To be submitted by the proposer)