

Caldwell County Board of Education 1914 Hickory Blvd Lenoir, NC 28645	REQUEST FOR PROPOSALS
	Issue Date: 9/20/2023 Due Date: 10/6/2023
	DRIVER EDUCATION SERVICES
Refer Inquiries to: Andy Puhl, Assistant Superintendent 828-728-8407 ext. 140128 Email: apuhl@caldwellschools.com	Refer Financial Inquiries to: David Johnson, Finance Director 828-728-8407 ext. 140150 Email: davjohnson@caldwellschools.com

Sealed bids will be received by the Caldwell County Board of Education (CCS) until 3:00 p.m. on Friday, October 6, 2023, at the Caldwell County Schools Education Center, 1914 Hickory Blvd., Lenoir, NC 28645, and immediately thereafter publicly opened and read, for furnishing Driver Education Services for the district.

A copy of the Form for Proposal, including the Specified Terms and Conditions for Driver Education Services, may be obtained by logging onto the CCS website at www.caldwellschools.com

All qualified bids will be evaluated and acceptance made of the lowest responsive, responsible bid. Evaluation will include, but not necessarily be limited to, the bidders' qualifications, references, experience, financial standing, labor supply, and bid price.

The Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, Section 168A-3.

CCS reserves the right to accept or reject any or all bids presented, and the right to waive any informalities or irregularities.

DELIVERED BY US POSTAL SERVICE

Caldwell County Schools
Attn: Andy Puhl
1914 Hickory Blvd.
Lenoir, NC 28645

Questions: Andy Puhl 828-728-8407

DELIVERED BY ANY OTHER MEANS

Caldwell County Schools
Attn: Andy Puhl
1914 Hickory Blvd.
Lenoir, NC 28645

or apuhl@caldwellschools.com

FORM OF PROPOSAL
DRIVER EDUCATION
SERVICE

The undersigned, as Bidder, hereby declares that the only person or persons interested in this bid as principals is or are named herein and that no other person than herein mentioned has any interest in the bid or in the contract to be entered into; that this bid is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the Specified Terms and Conditions for Driver Education Service Agreement, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied him or herself relative to the services to be performed.

All bids shall be subject to the attached Specified Terms and Conditions.

The Bidder proposes and agrees, if this bid is accepted, to contract with the CCS, in the form of contract specified, to furnish all necessary materials, equipment, required insurance, transportation, labor and supervision for the Term of the Contract, for the amount per pupil as entered on the following pages:

Respectfully submitted this _____ day of _____ 20_____

By: _____

Above Signature printed or typed

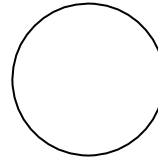
Title: _____

ATTEST:

By: _____

Title: _____

(CORPORATE
SEAL) (if
applicable)



Street Address or PO Box

City, State and Zip

License No.

Telephone Number

Public Privilege

Security I.D. No.

NC Sales & Use Tax Registration No.

Federal Social

Bidder Name _____

MEMBERSHIP INFORMATION	
School Name	9 th Grade Month 4 ADM (9/20/23) SY 2023-2024
Caldwell Applied Sciences Academy	58
Gateway Alternative School	22
Caldwell Early College High School	88
Hibriten High School	201
South Caldwell High School	355
West Caldwell High School	159

BID PRICE: \$_____

\$_____/per pupil cost for Classroom Instruction.

\$_____/per pupil cost for Behind-the-Wheel Training.

\$_____/per pupil cost for combined Classroom and Behind-the-Wheel Training.

Company Name and Signature of authorized representative

SPECIFIED TERMS AND CONDITIONS FOR DRIVER EDUCATION SERVICE AGREEMENT

SCOPE

This describes the terms and conditions for a driver education service, as defined herein, for the Caldwell County Board of Education (hereinafter referred to as CCS.)

It shall be understood and agreed that the Associate Superintendent, or designee, for CCS shall be the authorized contact to execute any contract awarded on behalf of the CCS.

It is also understood that the Contractor must be licensed by the North Carolina Department of Motor Vehicles, or a certified Driver Education teacher as required by the State Department of Public Instruction and will agree to provide Driver Education instruction to eligible enrolled students of CCS in accordance with the Driver Education program and curriculum plan adopted by the Contractor and approved by the Board of Education. Enrolled students covered by this agreement will be taught pursuant to the provisions of the Motor Vehicle Laws of North Carolina, Article 14, North Carolina General Statute 20-322 through 20-324, consisting of thirty (30) hours of classroom education and six (6) hours of behind-the-wheel training.

1. TERM OF CONTRACT

This agreement shall be for the period beginning on October 13, 2023, and ending June 30, 2024, with the option to renew for up to two (2) additional twelve (12) month periods if satisfactory to both parties, unless terminated earlier as provided in Paragraph 24 of this agreement. Award of the initial contract will be exercised subject to the availability of funding by CCS. Award of any subsequent renewals will be exercised subject to the availability of funding by CCS and satisfactory performance by the Contractor. The price (Bid) submitted by the Contractor shall remain firm for 12 months, not to exceed two additional one year extensions as provided by Title 16 of the NCAC.

2. BIDDER QUALIFICATIONS

Bidders must be licensed by the Division of Motor Vehicles (DMV) as a commercial driving school pursuant to G.S.20-320 et. seq.; or an individual not licensed as a commercial driving school by the DMV if he or she is certified by the State Board of Education in driver education or holds non-certified instructor status.

Only bids from companies experienced in performing this type service and qualified to handle accounts of this size will be considered. Prior to award, the CCS reserves the right to investigate a bidder's ability to fulfill the requirements of the contract. These requirements include, but are not be limited to the following: vehicle listings, instructor driving records, safety records, five (5) years of financial statements and/or tax returns and a minimum of three (3) references.

Approximately 883 Caldwell County Schools (CCS) students will be eligible for the driver education program. In addition to students enrolled in CCS, the State of North Carolina currently allots funding to CCS for all eligible students (first-time 9th grade) in Caldwell County Schools, including those attending private and charter schools.

The expected number of students to be served is also likely to fluctuate, either up or down, due to changes in enrollment. The Contractor will be expected to fully serve the total number of students, regardless of the number. CCS makes no guarantees of the actual number of students to be served. Additionally, it should be noted that internal proposals from school district staff may be submitted and also considered in lieu of or in addition to any independent Contractor.

3. DESCRIPTION OF THE SERVICE

The Contractor agrees to provide Driver Education to eligible enrolled students, covered by this agreement, to be taught pursuant to the provisions of the Motor Vehicle Laws of North Carolina, article 14, General Statutes Section 20-322 through 20-324, consisting of thirty (30) hours of classroom education and six (6) hours behind-the-wheel training.

The Contractor shall provide Driver Education in accordance with the State Board of Education policy stating that students shall not be instructed during the regular school day. The curriculum plan adopted by the Contractor shall be the State Department of Public Instruction's Curriculum or its equivalent. The Contractor may modify said curriculum and program within the State guidelines as necessary to meet the educational needs of the students and guidelines of the State of North Carolina. The Board of Education shall be notified in writing of any proposed modifications of said curriculum and program for approval prior to their implementation.

The Contractor shall provide the same curriculum and program for Special Education students who are enrolled in the program. Special students, defined as those needing additional equipment and/or modification of the prescribed course, shall be identified before enrollment by the Contractor, and shall be afforded reasonable accommodations to permit instruction as required by law.

The Contractor shall always have a minimum of two (2) students in the vehicle at all times.

Each driver shall submit a history of residence which lists all addresses the candidate has lived at over the past ten (10) years. This history must be dated and signed by the candidate and be submitted in the candidate's application. Prior to final appointment of a driver, the Contractor shall present to the CCS Director of Human Resources original criminal records bearing the county seal from each jurisdiction (county) in which the driver(s) has resided for the immediate past ten (10) years. The CCS shall not incur any expense involved in obtaining a criminal history check.

4. EQUIPMENT

If the contractor is supplying the equipment, describe the equipment and maintenance and inspections to be performed on the equipment

5. MONITORING INSTRUCTION

The Contractor shall allow an authorized representative of CCS to monitor, at reasonable times and places, instruction given in each classroom and vehicle utilized pursuant to this agreement.

6. TEXTBOOKS AND MATERIALS

CCS agrees to provide all textbooks and materials necessary for curriculum and program to all eligible enrolled students except blank paper, pen and/or pencil. Any damage to textbooks and materials shall be paid for by the responsible student before receiving their North Carolina Driver Education Certificate. The Contractor shall collect and receipt such damages and turn over money and receipts to CCS designee.

7. COMPLIANCE WITH OTHER REQUIREMENTS

The Contractor must comply, and continue to comply, with all applicable requirements of the North Carolina Division of Motor Vehicles. In addition, the Contractor shall meet the requirements set out in subsection (a), (b) and (c) of Section .0500 of the DMV Regulation and shall utilize only those instructors who are certified

and/or awarded their non-certified instructor status by the DMV and who, to the satisfaction of the CCS and the Contractor, are competent to train students. Any instructor deemed by CCS as not competent to train students shall be replaced by the Contractor. This information will be maintained by the Contractor and copies provided to the Board of Education upon request.

8. AFFIRMATIVE ACTION

The Contractor shall maintain an affirmative action employment plan satisfactory to the Board of Education and shall comply in all respects with all Federal and State requirements concerning fair employment and the treatment of all employees, and specifically shall refrain from discrimination by race, age, color, religion, sex, national origin or handicap.

9. HOLD HARMLESS

The Contractor shall hold harmless from all liability and indemnify the Board of Education, its officers and employees against every claim and demand which may be made against the Board of Education, its officers, or employees or students, resulting from or arising out of the Contractor's operations under this Agreement, except where the sole cause of such injury or damage is the willful act of omission of an officer, employee, agent or student of the Board of Education.

The Contractor, at its own expense, shall defend any and all legal proceedings that may be brought against the Board of Education, its officers and employees, on any such claim or demand and shall satisfy any judgement that may be rendered against any of them.

10. INSURANCE

During the term of the contract, the Contractor at its sole expense will provide commercial insurance of such type as described below. All carriers must be licensed in the State of North Carolina, and rated A- or better. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Commercial General Liability

General Liability Coverage on a Comprehensive Broad Form on an occurrence basis, insuring against any and all claims related to this agreement and to the limits of these policies, in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.) Certificate must state, "no exclusion for sexual misconduct."

Automobile

Automobile Liability Insurance, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$ 1,000,000.00. Minimum bodily injury and property damage; and uninsured/under insured motorist; \$ 1,000,000.00. Minimum medical payment \$1,000.00.

Certificates of Insurance

Each Contractor must furnish CCS certificates of insurance showing that the required insurance coverage and limits are carried by the Contractor. The certificate of insurance must list CCS as additional insured. All insurance carriers shall be licensed to do business in North Carolina or approved to issue insurance coverage by the Commissioner of Insurance of North Carolina. The certificate of insurance must include substantially the following provision: "The insurance policies to which this certificate refers must provide a waiver of subrogation in favor of CCS in the general liability, automobile, and workers compensation."

The insurance policies to which the certificate refers should not be altered or canceled until thirty (30) days written notice of such cancellation or alteration has been sent by certified mail to CCS.

CCS reserves the right to reject any carrier of insurance shown in the certificate of insurance by the Contractor on the grounds of poor claim service or financial responsibility.

The insurance coverage limits stated above will supersede any requirements in the attached Terms and Conditions which may have lower coverage thresholds.

11. WORKER'S COMPENSATION

The Contractor shall provide and maintain Worker's Compensation Insurance with statutory limits: Employer's liability coverage with minimum limits of \$100,000 bodily injury, each accident; \$500,000 bodily injury by disease policy limit, and bodily injury by disease \$100,000 each person. This insurance must cover all of the Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the Contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

12. COORDINATION

The Contractor(s) will take responsibility for scheduling students, conducting parent orientation, issuing completion certificates, coordinating with the contact person at each school site and for both cooperating fully with one another on all issues with regard to the instruction being given to the eligible enrolled students. The Contractor(s) agree to cooperate fully with the Board of Education on all issues with regard to the instruction being given to the eligible enrolled students. This coordination will include, but not be limited to, periodic meetings prior to the scheduling of the students, between a representative of the Contractor and a representative of CCS to determine student scheduling agreeable to both the Contractor and CCS.

13. INDEPENDENT CONTRACTOR

The Contractor(s), in the performance of this agreement, must be and act as an independent Contractor and its officers, employees and agents shall not be considered officers, employees or agents of CCS. As such, the Contractor agrees to provide all manpower necessary to fully perform all aspects of the Driver Education Program. This will include, but not be limited to, clerical assistance, instructors and coordinators.

14. ASSIGNMENTS

The obligations of the Contractor under this agreement are not assignable and may not be sub-contracted by the Contractor, either in whole or in part, without the prior written consent of CCS. If CCS approves a subcontractor, a certificate of insurance must be obtained from the subcontractor and must meet all the same requirements and limits as that of the Contractor.

15. SCHEDULING OF ELIGIBLE ENROLLED STUDENTS

The scheduling of eligible enrolled students by the Contractor and CCS for thirty (30) hours of class and six (6) hours of behind-the-wheel training per student shall be offered by the Contractor at times agreeable to the Contractor, CCS, and the students. The behind-the-wheel times may include, but are not limited to, after school until 9:00 p.m., Saturdays from 8:00 a.m. to 8:00 p.m., before the regularly scheduled school day and any other times agreeable to the Contractor, CCS and the students. The driving time is not to exceed two (2) hours in any one day for any student. All exceptions of the above need prior approval from the Assistant Superintendent. There shall be no instruction of students on Sunday. Other days that would conflict with religious beliefs will be handled on an individual basis.

16. ACCIDENT REPORTS

In the event there is an accident involving a student enrolled in this program, or a car operated by the Contractor while performing the obligations under this Agreement, the Contractor shall report said accident immediately to the school principal and to the CCS Director of Data Management & At Risk Programs. A written report shall be filed with the Board of Education within five (5) school days.

17. PAYMENT

The Board of Education shall pay the Contractor compensation for any and all services rendered by the Contractor pursuant to the terms and conditions of the Agreement. Payment shall be made at the agreed rate after successful completion of the classroom and/or driving phase by a student. The payment will be made on a monthly basis as coordinated with the Caldwell County Schools' personnel in charge of Driver Education. Successful completion of the classroom phase shall include attendance by the student of a minimum of thirty (30) hours in the classroom and passing a written exam approved by the Board of Education and prepared and administered by the Contractor. The successful completion of the driving phase shall include six (6) hours of driving under the supervision of the Contractor. Contractor should provide an itemized invoice to CCS for services rendered. Each invoice shall list the names of students who completed the course during that month. The Contractor is responsible for submitting invoices in a timely manner.

18. CLASS SIZE

Vehicle instruction - Minimum of two (2) students; Maximum of three (3) students. No individual students are allowed in a driver education car alone with a driver education instructor.

Classroom instruction –

A. A classroom may have a maximum of 40 students per instructor.

B. Cafeteria, media center, gymnasium, etc. may have a maximum of 50 students per instructor.

In both A and B above, the principal shall have final approval of where the class will be held.

19. LEASING OF CLASSROOMS

The Contractor may lease classrooms from CCS for a fee of \$1.00 during the term of this agreement. The Contractor agrees to keep the classroom neat and orderly at all times.

20. STUDENTS FAILING COURSE

Any student failing the Driver Education Program will be permitted to enroll again at an appropriate time as determined by the Caldwell County High School.

21. INSTRUCTOR QUALIFICATIONS

The qualifications of the instructors hired/maintained are to be consistent with the qualifications listed in North Carolina General Statutes, Sections 20-88.1 and 115C-215 and Title 16 of the North Carolina Administrative Code. All Contractors who employ employees must have on record a background check on each employee and may not employ any person with a questionable background record with special attention to, but not limited to, child abuse, sexual misconduct and alcohol or drug issues. Further, instructors must perform their duties in such a fashion as to provide positive role models for the students enrolled. Instructors in both the classroom and the behind-the-wheel instruction shall be mutually agreeable to CCS and the Contractor.

22. PROFICIENCY TEST

The Contractor is solely responsible for scheduling and administering a Division of Motor Vehicles / Department of Public Instruction proficiency examination to students who request to take it. Students who take this test and complete it successfully are waived from taking the classroom instruction. These students must still take a minimum of six (6) hours behind-the-wheel instruction.

23. TERMINATION OF AGREEMENT FOR DEFAULT

Either party may terminate this agreement as a result of the other party's failure to meet its obligations hereunder provided, however, the party seeking to terminate must have previously given the other party sixty (60) days written notice of the alleged breach or default in the performance of any required obligations under this Agreement and the defaulting party shall not have cured such breach or default within the sixty (60) day period; provided however, that in the event the Contractor breached the provisions of Paragraph 28 - Drug Testing, the Caldwell County Schools may terminate this Agreement without notice and without an opportunity to cure the default. This contract will automatically terminate in the event of revocation of the Contractor's license as required by North Carolina General Statutes, Section 20-230. The Contractor may be terminated from contract immediately for cause of misconduct. CCS may cancel the contract and seek to procure the same service from the next lowest bidder for this contract. The Contractor may be held responsible for any excess cost occasioned thereby.

24. SOLICITATION OF ADDITIONAL BEHIND-THE-WHEEL DRIVER EDUCATION

The Contractor agrees not to solicit students and/or relatives of students to enroll in or purchase behind-the-wheel driver education services or any services or products other than those provided for by this Agreement.

25. ADMINISTRATIVE CODE AND GENERAL STATUTES

The Contractor shall be subject to and comply with all provisions of Title 16 North Carolina Administrative Code and other applicable provision of the North Carolina General Statutes. If Title 16 of the North Carolina Administrative Code or other applicable provisions of the General Statutes change, then both the Board of Education and the Contractor are responsible for implementing any needed modification in the program to reflect these changes.

26. DRUG TESTING

All instructors will be considered employees of the Caldwell County Schools for the purpose of Caldwell County Board of Education Policy No. 7241. The Contractor will provide the Caldwell County Schools System with a copy of the pre-employment drug screening.

27. TRANSPORTING STUDENTS

The Contractor is not required to transport student(s) to class nor from class to their home.

28. PAPERWORK

The Contractor is solely responsible for turning in all local and state required paperwork, including, but not limited to, survey information, in a timely fashion with a copy of all reports made available to CCS upon request.

29. ADVERTISING

In submitting this proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of CCS.

30. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CCS, and the agents, consultants, and employees of CCS, from and against all claims, damages, losses and expenses, including, but

not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the Contractor, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, the Contractor's sub- Contractor, or the agents of either the Contractor or the Contractor's sub-Contractor. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party of person described in this Item.

31. FUNDING OF PROGRAM

At the time of issuance of this solicitation, CCS has budgeted for the CCS Driver Education program to be fully funded by state funding sources. However, in accordance with GS 115C-216, state funding for driver education includes a provision that the local boards of education may charge a fee of up to \$65.00 to students for driver education. If, at any time, the CCS Board of Education (BOE) should choose to implement a fee of any amount to students for driver education, the Contractor will collect student fees on behalf of CCS. The terms of this collection process would be negotiated by CCS and the Contractor.