

# Driver Education Request for Proposals

March 17, 2015

## I. INTRODUCTION

### 1. Summary of Request

The Windham School District (District) located in Windham, New Hampshire is seeking proposals from qualified firms interested in providing driver education services to students at Windham High School.

The contract term is July 1, 2015 through June 30, 2018.

### 2. Submission of Responses

- a. Proposals must be submitted in a sealed envelope marked “Windham School District Driver Education Request for Proposals” via mail or in person to:  
Adam Steel, Business Administrator  
Windham School District  
19 Haverhill Rd.  
Windham, NH 03087
- b. Proposals must be received no later than 10:00 AM, Wednesday, April 1, 2015. It is the responsibility of the Company to ensure the proposal is received by the District before the deadline.
- c. No fax or e-mail submittals are acceptable. Any proposal received after the specified date and time will not be considered, nor will late proposals be opened.
- d. Any questions concerning this proposal shall be made in writing.
- e. Proposals must be submitted with the attached form filled out in its entirety.

### 3. Background

#### a. Windham High School

Windham High School has approximately 800 students in grades 9-12.

### 5. Scope of Services Required

#### 1. RFP Overview

The purpose of this RFP is to provide driver's education services to students at Windham High School. Students will contract directly with the Company to provide necessary services.

2. The Company will offer driver education to the District for all students who wish to participate in the program.

3. The Company will provide classes in driver education for the District, including thirty (30) clock hours of classroom instruction per student, ten (10) hours of behind-the-wheel instruction for students during the normal school day if schedule permits or after school, evenings, and weekends as needed, and six (6) observation hours. It is the responsibility of the Company to provide lesson plans and to adjust time allocations and curriculum in accordance with State of New Hampshire guidelines.

4. The Company will provide afternoon classes no earlier than 2:30 PM and evening classes will begin no later than 7:00 PM. Behind-the-wheel schedules will be determined the first night of each session by the Company. If school is cancelled for weather conditions, driver education will not be held. If school is cancelled for other reasons, driver education may not be held or may be moved to an alternate location.

5. The Company will provide at least one session of Driver Education during each summer to conclude before the second Saturday in August.

6. The Company will coordinate with the District to provide an appropriate number of class sections, not to exceed thirty (30) students in any section. If at least five (5) students sign up for a class section, the Company must teach the section without canceling. Students must be 15 ½ years of age by the first day of the course.

7. The Company will provide classes for all students that apply and meet the criteria established by the State of New Hampshire and the District.

8. The Company will schedule no more than three (3) students in a car at one time.

9. The Company will provide at its expense, sufficient state inspected vehicles for use in the program with appropriate identification of student drivers. In addition to providing the vehicles, the Company shall provide all maintenance of the vehicles, including but not limited to gas, oil, repairs, and tires at its expense. The Company will also maintain all current certificates and registrations for all vehicles used throughout the contract term.

10. The Company will provide qualified instructors who are licensed and certified by the State of New Hampshire. The Company will conduct a criminal history check on all employees at its sole expense prior to an instructor providing services to the District. The Company shall immediately report to the District any administrative warnings or formal actions taken by the Departments of Safety or Education. The Company shall report immediately to the District any driving or criminal infractions. The Company's or its instructors' violations of motor vehicle or criminal statutes and administrative rules are grounds for the District to immediately terminate the contract. The District has the right to approve or disapprove any instructor and to request at any time that an instructor be removed when the District determines it is in the best interest of the District. The Company must then immediately remove the instructor. No employee of the Company shall be considered an employee of the District and the Company shall assume sole and exclusive responsibility for the payment of wages and all applicable employment taxes and insurance. The Company shall be responsible for the acts, omissions, conduct and/or control of any and all personnel in its employ.

11. During the term of the contract, the Company will be responsible for maintaining adequate insurance which will include, but may not necessarily be limited to, General Liability coverage of \$1,000,000.00 per occurrence subject to an annual aggregate of \$2,000,000.00, with no exclusion for sex abuse, molestation or misconduct, Auto Liability coverage with a Combined Single Limit of not less than \$1,000,000.00 with an additional \$5,000.00 medical Payment Coverage. The Company must maintain and show proof of Worker's Compensation coverage for the term of the contract. The Company will provide the District with a Certificate of Insurance and policy endorsements on the first day of July of each year. The Company shall name SAU #95, the Windham School District, their Boards, officers, agents and employees as named insureds in any and all required insurance policies. The Company shall not cancel the insurance without 30 days written notice to the District.

12. The Company shall comply with the rules and regulations established by the District. The Company's failure to observe and follow the District's rules and regulations will be grounds for the School District to terminate the contract. Specifically, smoking is not permitted in the building, on school grounds, or in vehicles. Food and beverages are not permitted in the classroom or halls.

13. The Company will be responsible for providing and filing the necessary lists, forms, and certificates with the District for students and instructors.

14. The Company will be responsible for the enrollment of students, collection of monies, and the submission of paperwork in regard to the student to the

District and the State of New Hampshire. The Company will provide any form or information required in a timely manner and will coordinate registration procedures with the Windham school Principal or his/her designee

15. The District will provide a classroom facility, overhead projector, computer projector and wall screen, if needed, when available.

16. As permitted by applicable law, the District will seek information on the enrollment form concerning physical or mental problems or other disabilities or lack of stability, on the part of students that may interfere with the operation of an automobile.

17. The District may terminate without cause this contract as of the last day of any fiscal year by providing the Company with written notice of termination not later than March 1<sup>st</sup> of such year. Furthermore, the District has the right to terminate this contract for cause, including negligence, incompetence, or failure to meet the conditions of this contract.

## **II. CONDITIONS OF PROPOSAL**

### **1. Indemnification**

To the fullest extent permitted by law, the successful Company shall agree to indemnify and hold harmless the District from and against any and all claims including but not limited to any and all claims for negligence, personal injury, death and/or property damage which may in any way arise out of or occur during the performance of services under this Request for Proposals and resulting contract, whether such services be performed by the Company or anyone directly or indirectly employed by the Company or any other person or company retained in any way by it to carry on all or a portion of the services necessary to abide by the terms of the Request for Proposals and resulting contract and even if caused in whole or in part by any negligent or intentional act or omission of the District.

### **2. No Conflict**

The Company, in submitting a bid shall agree and so state in its proposal that no person acting for or employed by the District has a direct or indirect financial interest in the proposal or in any portion of the profits that may be derived there from.

### **3. Compliance With Law**

The Company shall be required to comply with all applicable provisions of federal, state and local law both in its response hereto and in provision of any services by the selected Company.

4. Proposal Held Open

No Company shall be permitted to withdraw its proposal for a period of thirty (30) days following the submission deadline.

5. District Reservation of Rights

- a. The District reserves the right to accept or reject any or all proposals in whole or in part, to negotiate with any or all Companies, and to waive any informality in the Request for Proposals, and to enter into an agreement with the Company that the District in its sole discretion determines is in the best interest of the District even though it may not submit the lowest bid or proposal. The Company shall be responsible for any and all expenses that they may incur in preparing proposals.
- b. Negotiation, if undertaken by the District, is intended to result in a contract, which is deemed by the District, in its sole discretion, to be in the District's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Company.
- c. The District reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including but not limited to, terms and conditions required by funding sources, and additional work which may be identified subsequent to the starting date of the contract.
- d. The District reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.
- e. Any and all expenses incurred by the selected Company shall be the Company's responsibility. The proposed fee shall be all-inclusive. The District will not honor requests for payment of so-called reimbursable expenses.

6. Insurance Coverage

The Company must provide the insurance specified in this Request for Proposals.

7. Assignment.

The Company shall not assign the contract without the prior written consent of the District.

# General Bidder Certifications and Disclosures

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Date of Bid: \_\_\_\_\_

**I. Criminal and Civil History.** By submission of this bid, the Bidder hereby certifies under oath that the Bidder, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is “no”, the Bidder shall disclose under oath the following:

A. The court, date, docket number and description of any and all misdemeanor convictions involving moral turpitude, conviction of a bidding crime and other felony convictions of the Bidder, or the Bidder’s directors, partners, principal officers or key employees. The term “key employee” for each statement shall include, but is not limited to, any employee who has an ownership interest in the Bidder and any employee who shall have contact with the schools, including all delivery personnel. A “bidding crime” is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury or material misrepresentation. The Bidder shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date and docket number in which a final verdict was rendered against the bidding Bidder or the Bidder’s directors, partners, principal officers or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of contract or any other matter involving allegations of failure to perform on a contract.

C. The court, date, docket number and description of any felony convictions whatsoever of the Bidder, as well as the contractor’s/vendor’s directors, partners, principal officers or key employees. The term “key employee” includes, but is not limited to, any employee who has an ownership interest in the Bidder and any employee that shall have contact with the schools, including all transportation personnel. The Bidder shall not be required to disclose any conviction which has been annulled by a court.

**II. Creditor Relationships and Business History.** Bidder hereby certifies that it:

A. Has been in business for \_\_\_\_\_ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Bidder filed for bankruptcy protection on \_\_\_\_\_.

**III. Equal Opportunity Employer.** Bidder hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes \_\_\_\_\_ No \_\_\_\_\_

**IV. Safety and Licensure.** Bidder certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide transportation services to the District and meets all applicable safety standards.

Yes \_\_\_\_\_ No \_\_\_\_\_

**V. Insurances.** Bidder holds all the insurances which shall be required by the District.

Yes \_\_\_\_\_ No \_\_\_\_\_

**VI. Criminal Records and Training.** Bidder complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements.

Yes \_\_\_\_\_ No \_\_\_\_\_

**VII Contract Performance.** Bidder certifies that it has never had a contract terminated for nonperformance.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address and contact information of the terminating party.

*The District reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District reserves the right, at its sole discretion, to reject any Bidder on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of the District.*

Bidder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Proposal Submission Form

**Name of Bidder:**

Street Address:

Town:

State:

Zip:

Business Phone Number:

Business Contact Name:

Submit forms in a sealed envelope marked “Windham School District Driver Education Request for Proposals” in person or via mail to:

Adam Steel, Business Administrator

Windham School District

19 Haverhill Road

Windham, NH 03087

Submit proposals no later than 10:00 AM on Wednesday, April 1, 2015.

The School District anticipates selecting a firm within 7 days.