

STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

REQUEST FOR INFORMAL BIDS

#148-SS-022

PROJECT: Drivers Education Services

USING AGENCY: Asheville City Schools

ISSUE DATE: August 8, 2022

Bids subject to the conditions made a part hereof will be received until **2:00 p.m., Thursday, August 18, 2022**, for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

All Bids must be sent to the Purchasing Clerk at the address or email address provided below:

Asheville City Schools

Attn: Chris Pohlman, Purchasing

85 Mountain Street

Asheville, NC 28801

Phone: 828-350-6101

Fax: 828-251-4915

Email: chris.pohlman@acsgmail.net

Direct inquiries concerning this RFP to:

Bidding or Technical questions:

Chris Pohlman, Purchasing Clerk

Office: 828-350-6101

Email: chris.pohlman@acsgmail.net

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Informal Bids (RFIB), which refers to projects less than \$300,000, is issued to prospective contractors.
2. The deadline for written questions is three days prior to the due date.
3. Bids shall be signed and dated by an official authorized to bind the firm. Unsigned bids will not be considered.
4. All bids must be received by Asheville City Schools (ACS) not later than the date and time specified on the cover sheet of this RFP.
5. Bids will be evaluated according to completeness, content, experience with similar projects, ability of the Bidder and its staff, and cost. Award of a contract to one Bidder does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous to ACS.
6. Bidders are cautioned that this is a request for bids, not a request to contract, and ACS reserves the right to reject any and all unqualified bids when such rejection is deemed to be in the best interest of the ACS.

(NOTE: THE BID FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION)

BID FORM

#148-SS-022

Drivers Education Services

DUE DATE: 8/18/2022 by 2:00PM

Bidder: _____

Address: _____

City/State/Zip: _____ Phone: _____

Fed ID No: _____ MBE/HUB Status: _____ Fax: _____

Email: _____

Therefore, in compliance with this Request for Bids, and subject to all conditions herein, the undersigned offers and agrees, if this bid is accepted, to furnish the subject services for a cost not to exceed:

\$ _____ 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.

Additional Information (Optional):
(attach additional pages as necessary)

By: (Signature) _____ Date: _____

Printed Name _____ Title: _____

[END OF BID FORM]

BID SPECIFICATIONS

I. SCOPE OF WORK

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.

II. EQUIPMENT

The contractor shall provide dual brakes, automatic transmission automobiles, approved by the DMV, at the contractor's expense, including but not limited to, expenses of equipment, insurance, gasoline, oil, and maintenance. All vehicles utilized under this agreement shall comply with all requirements of the DMV. The contractor shall provide to ACS, documentation indicating that the vehicles used in the performance of the agreement shall be approved by the DMV, if requested to do so. All vehicles used under this agreement shall be inspected for safety at least once every semester, at the contractor's expense, by a qualified mechanic. An inspection log must be maintained for each vehicle showing all data pertinent to each inspection, and ACS will be provided with a copy of said maintenance log at any time, upon request. ACS may, at its own expense, inspect each vehicle at any time for compliance with vehicle equipment requirements.

III. MONITORING

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

IV. INSTRUCTIONAL MATERIALS

ACS 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 ACS's designee.

V. COMPLIANCE

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

The contractor must comply with all applicable requirements of the DMV and the State Board of Education. 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 ACS and the contractor, are competent to train students. Any instructor deemed by ACS as not competent to train students shall be replaced by the contractor. This information will be maintained by the contractor and copies provided to ACS, upon request. The Contractor shall immediately suspend any instructor upon demand of the Superintendent/Designee for a period of time sufficient to allow an investigation of any incident which the Superintendent/Designee deems worthy of investigation. The Contractor shall not use any instructor objected to by the Superintendent/Designee. Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder shall not employ any individuals to provide services to the ACS who are not authorized by federal law to work in the United States.

VI. COORDINATION AND STUDENT RECORDS

The contractor 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. 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 ACS to determine student scheduling agreeable to both the contractor and ACS.

Contractor agrees that all student records obtained in the course of providing services under this Agreement shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and ACS policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Contractor will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Contractor. Contractor shall not forward to any person other than a parent or authorized ACS employee any student record, including, but not limited to, the student's identity, without written consent of the parent. Upon termination of this Agreement, Contractor shall turn over to the Board of Education all student records of eligible students to whom Contractor has provided services under this Agreement. Nothing in this Contract gives Contractor any right to access any student record of personally identifiable information.

VII. SCHEDULING

The scheduling of eligible enrolled students by the contractor and ACS 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 and ACS. 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, ACS and the students. The driving time is not to exceed two (2) hours in any one day for any student.

VIII. 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 ACS Superintendent/Designee. A written report shall be filed with ACS within five (5) school days.

IX. CLASS SIZE

Vehicle instruction shall at all times contain a minimum of two (2) students and a maximum of four (4) students.

Classroom instruction shall contain a minimum of twenty (20) students and a maximum of forty (40) students. Anything below the minimum or above the maximum must be approved by both ACS and Contractor.

At no time shall any instructor or employee of the contractor occupy any classroom or motor vehicle with only one student assigned by the Superintendent/Designee.

X. LEASING OF CLASSROOMS

The Contractor may use classrooms, or designated areas, owned and operated by ACS as approved by the Superintendent/Designee. The Contractor agrees to keep the classroom(s) or designated area(s) clean at all times, and insured as to general liability as set forth herein.

XI. STUDENTS FAILING COURSE

Any student failing the Driver Education Program may not be permitted to enroll again. The contractor is responsible for forewarning students and their parents and for monitoring this policy.

XII. INSTRUCTOR QUALIFICATIONS

All instructors provided by the contractor shall be qualified in accordance with North Carolina General Statutes 20- 88.1 and 115C-215 and State Board of Education policy DRIV-003.

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 ACS and the contractor. In accordance with State Board of Education policy, instructors shall immediately report to ACS any convictions of three points or more, and any conviction that could suspend or cause revocation of driver license in any state.

XIII. PROFICIENCY TEST

The contractor is solely responsible, if proficiency test is approved, for scheduling and administrating a Division/Department of Public Instruction proficiency examination to students that 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.

XIV. TRANSPORTING STUDENTS

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

XV. PAPERWORK

The contractor is solely responsible for turning in all local and state required paperwork in a timely fashion with a copy of all reports to ACS.

XVI. SUBMITTAL OF BIDS

All bids must be submitted using the Bid Form included in this solicitation and must be submitted to Chris Pohlman, Asheville City Schools Purchasing Clerk. Bids may be submitted in person, by mail, or via email. Bids that are submitted in person or by mail shall be fully sealed and addressed to the following address.

Chris Pohlman
c/o Asheville City Schools
Attn: 148-SS-022
85 Mountain St
Asheville, NC 28801

Bids that are submitted by email should be clearly labeled with 148-SS-022 included in the subject line of the email and sent to chris.pohlman@acsgmail.net.

Please note that it is the responsibility of the bidder, regardless of the approved method of delivery the bidder chooses, to ensure that the bid is received on time. Late bids will not be accepted. Bids submitted without the Bid Form included in this solicitation will be considered non-responsive.

ACS assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, any other method.

XVII. NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

XVIII. HISTORICALLY UNDERUTILIZED BUSINESSES

Pursuant to General Statute 143-48 and Executive Order #150, Asheville City Schools invited and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

XIX. TERMINATION:

Asheville City Schools may terminate this agreement at any time by 15 days' notice in writing to the Contractor. If the contract is terminated by Asheville City Schools as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

XX. INDEMNITY

The Contractor will indemnify and save harmless Asheville City Schools, its Board members, officers, employees, and agents, from and against any and all claims, causes of action, damages, losses, costs, attorneys' fees, and liability to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, and employees in the performance of this Contract.

XXI. INSURANCE

If awarded a contract, the Bidder will provide a Certificate of Liability Insurance naming the District as additional insured. The issuing insurer must provide 30 days written notice to the District of the expiration of the insurance. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- General Liability coverage 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. The certificate must state "no exclusion for sexual misconduct."
- Workers' Compensation Insurance, including Employer's Liability with statutory limits.
- Automobile Liability Insurance, coverage 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.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

XXII. PERFORMANCE AND DEFAULT

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, ACS shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of ACS, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

In case of default by the Contractor, ACS may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, ACS may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

XXIII. GENERAL PROVISIONS

Asheville City Schools Procurement Code and Regulations govern and supersede any and all documents, bids and policies, whether stated or implied.

a. Commitment

This solicitation does not commit ACS to award a contract, to pay any costs incurred in the preparation of the bid or to procure any good or service. An award will be made to the Bidder whose bid, in the opinion of ACS, best meets the requirements of this solicitation and the objectives of ACS.

b. District or School Regulations

The Bidder and its representatives shall follow all applicable regulations while on District property, including the No Smoking, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission. Vendor(s) and its representatives must have a clean background check to come on school property.

c. Drug-free Workplace

By signing and submitting a bid, a Bidder is certifying that it will comply with all requirements of the North Carolina Drug-Free Workplace Act.

d. Jessica Lunsford Act

Under provisions set forth in the Jessica Lunsford Act under North Carolina law, Bidder affirms that neither itself nor any employee or agent of Bidder is listed as a sex offender on the NC Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.

e. Addenda

Addenda shall be issued prior to the RFP submittal date and time for the purpose of modifying or interpreting the bid instructions through additions, deletions, clarifications, or corrections. Addenda shall be forwarded to all potential Bidders who are known by ACS to have received a complete copy of the RFP. No addenda shall be issued later than three (3) days prior to the RFP submittal date except to withdraw or postpone the RFP. The Purchasing Agent shall not be legally bound by any amendment or interpretation that is not in writing.

f. **Equal Opportunity**

Bidder agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

g. **Authorization and Acceptance**

The bid must be signed by an authorized individual who may bind the Bidder to provide the products and services contained in this RFP. All bids received in response to this RFP shall be considered valid for a minimum of sixty (60) days from the bid due date.

ACS or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

h. **Bid Clarifications**

ACS reserves the right, at any time after opening and prior to award, to request from any Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's bid. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify the bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

i. **Confidentiality**

Ownership of all data, material and documentation originated and prepared pursuant to the RFP shall belong exclusively to ACS and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their bids remain confidential must visibly mark as "Confidential" each part of the bid they consider to contain proprietary information.

j. **Quality of Product**

Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition.

k. **Bidder's Qualifications**

All Bidders must be able to meet and/or exceed all of the qualifications listed in this solicitation. Any Bidder who does not meet the qualifications and/or fails to include any of the information requested in the Bid package, may be determined non-responsive.

l. **Bid Constitutes Offer**

By submitting a bid, the Bidder agrees to be governed by the terms and conditions as set forth in this document. Any bid containing variations from the terms and conditions set forth herein may, at the sole discretion of ACS, render such bid non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent

amendments to any contract resulting from this RFP award are specifically agreed to in writing by both parties to supersede any such provisions of this RFP.

m. Contractor Responsibility

The Contractor alone will be held solely responsible to ACS for performance of all Contractor obligations under any contract resulting from their bid.

n. Correction of Errors on the Bid Form

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the specified time for opening.

o. Debarment

Bidder affirms that itself and/or any of its Principals are neither debarred, per State website at <http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>, nor debarred per Federal Excluded Parties List at www.sam.gov/portal/public/SAM, nor listed on the Final Divestment List and Parent and Subsidiary List, which was created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act, and which is located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. Bidder further affirms that itself and/or any of its Principals are neither suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State. 'Principals', for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (examples: general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

p. Non-Appropriations

Any contract entered into by ACS or its departments, employees, or agents resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

q. Approval of Publicity Release

The Contractor shall not have the right to include ACS's name in its published list of customers, without prior approval of ACS. The Contractor agrees not to publish or cite in any form any comments or quotes from ACS staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply the products or services provided are endorsed or preferred by ACS.

r. Rejection/Cancellation

ACS reserves the right to accept or reject, in part or in entirety, any or all bids; to negotiate with all qualified Bidders; and to cancel in part or in entirety this solicitation if it is in the best interest of ACS. Further, ACS reserves the right to waive any or all informalities or technicalities in order to serve the best interest of ACS.

s. **Unlawful Acts**

ACS interprets a signed bid as signifying that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under the state of North Carolina or United States law.

t. **Subcontracting**

If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractor must be approved by ACS. The successful Bidder will also furnish the corporate or company name and the names of the Bidders of any subcontractors engaged by the Bidders. If at the time of the bid, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the bid. The subcontractor qualifications to perform must be submitted.

u. **Withdrawal of Bid Response**

A bid response cannot be withdrawn after it has been filed, unless the respondent makes a written request to the Purchasing Agent prior to the bid due date and time shown on this solicitation. If ACS has not accepted the bid or awarded a contract within thirty (30) days after the bid due date, the Bidder must inform ACS, in writing, that they do not wish for their response to continue to be considered.

XXIV. SPECIFICATIONS DEVIATIONS

Any deviation from the minimum specifications within this solicitation must be noted in detail and submitted in writing on the Bid Form

XXV. EVALUATION CRITERIA

All bids will be reviewed for purposes of determining responsiveness and responsibility. Any bid, which does not meet the essential requirements of ACS, will be subject to disqualification. For purposes of determining responsibility, all information given by the Bidder concerning its availability to perform fully the contract requirements and the integrity and reliability of the Bidder will be reviewed. The submission of a bid for review does not necessarily qualify the Bidder or bid as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your bid to be disregarded.

XXVI. TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of Asheville City Schools, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.