

STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

REQUEST FOR BIDS

#148-SS-040

PROJECT: Drivers Education Services

USING AGENCY: Asheville City Schools

ISSUE DATE: March 19, 2025

Bids subject to the conditions made a part hereof will be received until **2:00 pm, Wednesday April 2, 2025**, for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

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 Bids is issued to prospective contractors.
2. The deadline for written questions is three (3) days prior to the due date.

Chris Pohlman, Purchasing Specialist

Phone: 828-350-6101

Email: chris.pohlman@acsgmail.net

3. All Bids must be received by the Purchasing Specialist not later than the due date and time specified above, at which point all bids will be immediately thereafter opened. Attendance by Bidders at the Public Bid Opening is not required. Tabulations of bids and award information may be obtained by written request.

- a. All Bids must be fully sealed and reference RFP# 148-SS-040 on the outside of the package. Providing one original Bid is sufficient. Additional copies of Bids are not necessary. Emailed bid submissions will NOT be accepted. All sealed bids should be clearly labeled with the following:

Asheville City Schools

Attn: 148-IT-039

c/o Chris Pohlman

85 Mountain Street

Asheville, NC 28801

- b. Bid Forms must be signed and dated by an official authorized to bind the firm. Unsigned bids will not be considered.
4. Bids will be evaluated according to Costs, Understanding of Need, Vendor Experience, Warranty and Service, and Project Management. See Evaluation Criteria section for full information. Award of a contract to one offeror does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous to ACS.
5. Bidders are cautioned that this is a request for bids. Asheville City Schools reserves the right to reject all offers when such rejection is deemed to be in the best interest of Asheville City Schools.

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

BID FORM

#148-SS-040

Drivers Education Services

DUE DATE: 4/2/2025 at 2:00PM

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for the Drivers Education Services for Asheville City Schools, North Carolina, does hereby offer to perform such services on behalf of the District, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates on the Bid Forms hereinafter set forth.

Bidder: _____

Address: _____

City/State/Zip: _____ Phone: _____

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

Email: _____

By: (Signature) _____ Date: _____

Printed Name _____ Title: _____

\$ _____ 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, if applicable (attach extra sheets as needed): _____

END OF BID FORM

1. 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.

2. TERM OF CONTRACT

The contract term will be a period of (1) year, with an option for two (2) one-year extensions upon mutual written consent, not to exceed three (3) years total.

3. EQUIPMENT

The contractor shall supply and maintain dual-controlled, 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.

4. 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.

5. CURRICULUM

The Contractor shall provide Driver Education in accordance with the State Board of Education policy. The curriculum plan adopted by the Contractor must be the State Department of Public Instruction Curriculum or its equivalent. The Contractor reserves the right to modify said curriculum and program as it deems necessary to meet the educational needs of the students and guidelines of the State of North Carolina. ACS shall be notified in writing of any modification of said curriculum and program five (5) days prior to such modification stating reasons for the modification.

6. COORDINATION AND STUDENT RECORDS

The contractor will take responsibility for scheduling students, conducting parent orientation, issuing permits, issuing completion certificates, and coordinating with the Registrar at each school site. ACS shall be responsible for providing completion certificates. 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. ACS shall make students available for health and vision screening by Department of Motor Vehicles representative on a reasonable basis.

The contractor agrees to serve all qualified public charter, private, federal, and home school students who attend school within the boundaries of their PSU. Home school students are required to show evidence of attending a home school, and approved by the principal. Funds may only be expended one time per student.

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.

7. INSTRUCTION PER DAY

The program will be reasonably available on a year round basis to all eligible students. The vehicle instruction may be made at time periods as follows:

- (1) After school until 9:00 pm;
- (2) Saturdays from 8:00 am to 8:30 pm; and
- (3) At other times mutually agreeable to ACS, the Contractor, and the eligible student.
- (4) The driving time is not to exceed two (2) hours in any one day for any student. The classroom instruction shall not exceed six (6) hours per day per student.
- (5) All requirements for qualification of students for enrollment of eligible students including physical examinations and other examinations, evaluations or testing which are now or may hereafter be required shall be done entirely at times other than the regular instructional day of the school and no student shall be requested or required to be absent from a portion of the regular instructional day to comply with any such requirements.

8. 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.

9. CLASS SIZE

Vehicle instruction shall at all times contain a minimum of two (2) students and a maximum of three (3) students.

Classroom instruction shall contain a minimum of thirty (30) students and a maximum of fifty (50) 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.

10. 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. Scheduling of the classroom space shall be at times and places to be set by the Contractor and ACS. In accordance with Board of Education policy #5030, the Contractor may be charged for the use of facilities if the class falls outside of the normal operations of each school's mechanical system.

11. 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.

12. 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.

13. PROFICIENCY TEST

The contractor is solely responsible, if proficiency test is approved, for scheduling and administering 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.

14. TRAINING PROGRAM FOR STUDENTS WITH DISABILITIES

The contractor shall provide Driver Education for students with disabilities (IEP/504, deaf, etc.) who are eligible to enroll in the program. Any students with disabilities enrolled in the program will be provided the same curriculum and program as outlined above. Any students needing additional equipment and/or modification of the prescribed program shall be identified before enrollment. They shall be afforded reasonable accommodations or modifications to permit instruction as required by law. ACS shall provide any special controls or equipment needed by a student with a disability at ACS's expense.

15. PAYMENT PROCEDURE FOR ELIGIBLE STUDENTS

ACS shall pay to the Contractor an amount not to exceed the allowed allotment ACS receives from the North Carolina Department of Public Instruction. In addition, the Contractor may collect an amount, not to exceed sixty-five dollars (\$65.00) from each eligible student that enrolls in the driver education program. The sixty-five dollar (\$65.00) fee shall be collected by the Contractor before enrollment of the behind-the-wheel phase of driver education unless Contractor and student/parent make separate arrangements.

Payment shall be made in twelve equal, monthly installments. In consideration of this payment by ACS, and the sixty-five dollar (\$65.00) fee from the student/parent, the Contractor shall provide six hours of behind-the-wheel instruction and thirty hours of classroom instruction for each eligible student enrolling in drivers education qualified under North Carolina Guidelines.

By the 30th of each month, the Contractor shall provide ACS a list of names of the students who receive driver education that month. The Contractor shall be allowed to collect a sixty-five dollar (\$65.00) additional payment from eligible students. However, ACS shall not be responsible for any additional payments above the total allotment received from the North Carolina Department of Public Instruction. ACS shall make payment to the Contractor by the tenth day of each preceding month.

16. WAIVER OF STUDENT FEE

Any student fee waived by ACS shall be paid by ACS to the Contractor at time of invoice.

17. ONLINE INSTRUCTION

Each student may be allowed to participate in the WRESA Online Driver Education program and the fees charged for the online program will be in lieu of the above referenced student fee.

Participation will be voluntary by the student-parent/guardian and student is responsible along with parent/guardian for registering and meeting the online program requirements.

18. PERMITS AND CERTIFICATES

All eligible students must obtain either a temporary learner's permit or a restricted instruction permit before they begin behind-the-wheel instruction.

19. DRIVING STUDENTS ON A SINGULAR BASIS

Driver's education teachers will not drive students on a singular basis. We recognize that there may be emergency situations, which develop that would require a teacher to supervise a single student. It would be our expectation that these situations be documented and reported to the school system as exceptions. Under no circumstances should a teacher drive a student without an approved third party present.

20. TRANSPORTING STUDENTS

The contractor is not required to transport students to class nor from class to their home.

21. 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.

22. HISTORICALLY UNDERUTILIZED BUSINESSES

Pursuant to General Statute 143-48 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.

23. DEBARMENT

Bidder certifies by submitting a Bid that the Bidder and/or any of its Principals are not presently debarred, per the State's website: <http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors> ; and are not presently debarred, per the Federal Excluded Parties List: www.sam.gov/portal/public/SAM ; and are not listed on the Final Divestment List and Parent and Subsidiary List located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> which was created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act; and are not 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.

24. NONDISCRIMINATION

Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

25. COMPLIANCE

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements 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.

The Contractor shall comply with all relevant ACS Policies and Procedures applicable to its provision of the services described hereunder during the term of the Agreement. All Asheville City Schools Board Policies can be found at https://www.boardpolicyonline.com/bl/?b=asheville_city

26. **JESSICA LUNSFORD ACT**

Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Bidder agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all of its employees involved in this project. ACS prohibits any personnel listed on such registries from being on any property owned or operated by ACS and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Contractor and reported to the ACS Superintendent or Designee, upon request. Under provisions set forth in the Jessica Lunsford Act under North Carolina law, my signature below certifies that neither I nor any employee or agent of Contractor that is involved with project 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.

27. **INDEMNITY**

Bidder will indemnify and save harmless Asheville City Schools, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Bidder, its officers, or agents; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Asheville City Schools, its officers, agents, or employees.

28. **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.

29. PERFORMANCE AND DEFAULT

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, Asheville City Schools 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 Asheville City Schools, 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, Asheville City Schools 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, the Agency 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.

30. 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. Termination of the contract is automatic in the event of revocation of the license required by G.S. 20-325.

31. 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.

32. 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.