

SWAIN COUNTY SCHOOLS REQUEST FOR PROPOSAL  
FOR DRIVER EDUCATION INSTRUCTION

**GENERAL INFORMATION**

A. Intent

This Request for Proposal (RFP) is for the purpose of obtaining proposals and ultimately entering into a contract to provide Driver Education instruction for the Swain County Schools. The driver education company will enter into the contract with the Swain County Board of Education. The Contractor shall offer assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goals of the Swain County School System, which is to provide an appropriately priced, quality driver education instruction, to the students of Swain County. Approximately 110 students will receive this instruction each year.

B. Procurement Method

Pursuant to the North Carolina State Board of Education Policy (DRIV-001, 16 NCAC 6E.0303 Policy on driver education contracts) solicited proposals for providing driver education services to eligible students in Swain County will be accepted by the Board of Education and awarded on best value procurement method.

C. Proposal Submission and Award

Proposals are to be submitted to:

**US Mail Delivery:**  
**Swain County Schools**  
**Attn: Stephanie Treadway**  
**PO Box 2340**  
**Bryson City, NC 28713**

**Hand Delivery or UPS/FedEx**  
**Swain County Schools**  
**Attn: Stephanie Treadway**  
**50 Main St, Suite 2**  
**Bryson City, NC 28713**

All submitted proposals will be opened at 3:00 pm on June 27, 2019 at the Swain County Schools Administrative Building; 50 Main Street, 2<sup>nd</sup> Floor, Bryson City, NC 28713. Proposals will not be accepted or considered after 3:00 pm on June 27, 2019. Two sealed copies of the proposal are to be delivered or mailed and marked "Proposal for Driver's Education Services". Each proposal must include all required responses and documents at the time of public proposal opening. Sealed envelopes should also include the name and address of the company and the representative submitting the proposal.

Contractors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals and to seek clarification on any items contained in the RFP; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on the plea of error. The Board is not liable for any cost incurred by the offeror prior to the signing of a contract by all parties.

#### D. Pre-Award Clarification

The Board reserves the right to conduct final discussions and negotiations with the Contractor prior to awarding the contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the proposal. In conducting these discussions, there shall be no disclosure of any information derived from proposals by competing Contractors.

#### E. Award

The Board reserves the right to waive any informality, to reject any or all proposals or any item or combination of, if deemed to be in the best interest of the Board. The Board reserves the right to reissue the RFP. The award shall be made to the lowest responsible offeror. A responsible offeror is a Contractor whose financial, technical and other resources indicate an ability to perform the services required by this solicitation and whose responses best meet the criteria contained throughout the RFP. **The award may be made to other than the lowest monetary proposal.** The Board's designee appointed by the Board's Superintendent, will review and evaluate all written proposals based on pre-established criteria such as quality, safety, costs and such other reasonable factors, and will make final recommendations to the Board of Education.

Award term will be for one year, renewable for up to two additional one year terms at the discretion of the Swain County Board of Education as per North Carolina State Board of Education Policy. Additionally, fiscal yearend cancellation could be caused by lack of or withdrawal of funding or by discontinuation of the program.

#### F. Final Contract

The submitted RFP, including all attachments and all documents submitted by the Contractor, may become part of the official contract when approved, awarded, and signed.

#### G. Conflict of Interest

The Board's officers, employees or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under state law, rules or regulations, such standards shall provide for appropriate penalties, sanctions or other disciplinary actions to be applied for violations of such standards.

SWAIN COUNTY SCHOOLS  
REQUEST FOR DRIVER EDUCATION INSTRUCTION PROPOSALS

The Swain County Schools Board of Education (hereinafter called the "Board") invites qualified driver education companies (hereinafter called "Contractor") to submit proposals for a district-wide driver education program. The district-wide driver education plan is envisioned to provide efficient, quality driver education instruction to the eligible students of Swain County.

**A. Scope**

The purpose of this invitation for bids is to solicit proposals for the delivery of Driver Education services to the students of Swain County pursuant to the applicable North Carolina statutes and regulations, consisting of 30 hours of classroom instruction and six hours of behind-the-wheel training, and is subject to all rules and regulations of the Division of Motor Vehicles and approved by the Department of Public Instruction. The Contractor must be licensed by the North Carolina Division of Motor Vehicles.

A contract will be offered to only one contractor. No multiple or partial awards are intended but the right to do so is reserved to the Board. The Board reserves the right to accept or reject all proposals.

**B. Drivers Education Requirements**

The RFP shall include thorough descriptions of the following elements of the Driver Education Program:

1. **Education Program for Eligible Enrolled Students:** Outline of the curriculum plan to be delivered to eligible students, describing the procedures to modify the curriculum plan, if needed.
2. **Training Program for Special Education or handicapped students:** Describe provisions made to accommodate special education students.
3. **Use of Equipment:** The Contractor will supply the equipment, and describe the equipment and maintenance and inspections to be performed on the equipment. All supplies, fuel, and repairs for operation of equipment will be the cost of the contractor.
4. **Compliance:** All instructors must hold a valid North Carolina driver's license, have a driving record acceptable to the local board, and a driver education certificate issued by the State Board of Education.
5. **Insurance Requirements:** At all times during the term of this contract, including any renewal term, the Contractor shall maintain in full force and effect comprehensive general liability insurance coverage, including sexual abuse/misconduct in an amount not less than \$1,000,000 and add Swain County Schools as an additional insured under this policy annually. At all times during the term of this contract, including any

renewal term, the Contractor shall maintain in full force and effect automobile liability coverage in the amount of not less than \$300,000 per occurrence. At all times during the term of this contract, including any renewal term, the Contractor shall maintain in full force and effect the Employers' Liability part of Worker's Compensation coverage in an amount not less than \$100,000 each accident, \$500,000 per disease, and a policy limit of \$500,000 per disease. This insurance coverage shall be provided by an insurance company or companies duly licensed in the State of North Carolina and acceptable to the Board. This coverage shall insure the Contractor and the Board from any or all claims arising from, or in any manner related to, the Contractor's performance of the obligations imposed by this contract, including but not limited to, all claims for personal injury and/or property damage. Written evidence of the existence of this insurance coverage shall be furnished by the Contractor to the Board and attached to this proposal. The Contractor shall pay all premium costs and other costs associated with the issuance and maintenance of this insurance coverage.

6. **Reporting Requirements:** The Contractor will be responsible for the timely reporting of the Drivers Education program to the NC Department of Public Instruction as requested.
7. **Other Requirements:** The Contractor will agree to all background checks and drug checks as required by Swain County Schools Board policy. The Contractor is responsible for all motor vehicle registration requirements. All classroom instruction shall be conducted on the campuses of the Swain County Schools. It is the responsibility of the instructor to coordinate with each school to secure the classroom space and provide all equipment and materials for each class. It is also the responsibility of each instructor to ensure proper behavior from all class participants and to properly supervise all students 15 minutes before the class is scheduled to begin until all members of the class have been picked up and left campus safely or who are participating in another on campus function under proper supervision. Any damages to school or private property caused by students while under the supervision of the Drivers Education instructor will be the responsibility of the Contractor.

### **C. Attachments to Proposal**

The following is intended to be a checklist of attachments which should accompany the proposal:

1. Insurance Certification
2. Copy of NC Commercial Driver Training School License
3. Copy of all Driver's License
4. Driver Education Syllabus or other materials that describe the curriculum.

5. List of Equipment (including make, model, age and mileage of vehicles).

#### **D. Administrative Requirements**

The Contractor will invoice Swain County Schools each month based on the number of students who have completed the course. The detailed monthly invoice is to contain a minimum of the following:

1. Names of Students Served
2. Signature of Instructor
3. Signature of Principal at School

#### **E. Minority and Women Owned Business Program (MWBE)**

Swain County Schools Board of Education promotes full and equal access to business opportunities with Swain County Schools (SCS). Minority and women owned businesses, as well as other responsible vendors, shall have a fair and reasonable opportunity to participate in SCS business opportunities. Prime suppliers (i.e., those who deal directly with SCS) should support SCS MWBE Program by making an effort to engage minority and women owned businesses as subcontractors for goods and services to the extent available. SCS has a goal of 10% participation.

#### **F. Recommended Timeline**

June 10 - June 13, 2019 – Release RFP and advertisement, electronic and otherwise

June 27, 2019 – Proposals due by 3:00pm

July 1, 2019 – RFPs reviewed and evaluated

July 9, 2019 – Contract awarded

(Please note that the Swain County School Board reserves the right to change the timeline upon ample notification of all offerors)