

REQUEST FOR PROPOSAL

Posted July 5, 2018

DRIVER'S EDUCATION PROGRAM

Due:

Thursday, July 26, 2018

No later than 10:00 AM Eastern Standard Time

Deliver to:

Karen DeFrancis

Business Administrator

Manchester School District

195 McGregor St, Suite 201

Manchester, NH 03102

Website:

www.mansd.org

I. OVERVIEW:

The Manchester School District is seeking a vendor to provide a Driver's Education Program to the District's students. The program will include classroom instruction, behind the wheel instruction and observation hours in accordance with New Hampshire State guidelines and requirements.

II. INSTRUCTIONS TO PROPOSERS:

A. All Proposals must be submitted to:

Karen DeFrancis
Business Administrator
Manchester School District
195 McGregor St
Suite 201
Manchester, NH 03102

B. Questions or comments regarding this proposal shall be directed in writing to Tammy Hanna via mail at the above address or email at thanna@mansd.org, and received **no later than Friday, July 13, 2018 at 4:00 PM**. All questions and responses pertaining to the RFP and/or any amendments will be posted to the School District website at: www.mansd.org. It is the proposer's responsibility to check the website prior to the submittal deadline to ensure they have the most up to date information pertaining to the proposal.

C. The RFP Submittal timeline is as follows:

Thursday, July 5, 2018	RFP Release
Friday, July 13, 2018	RFP Questions to be submitted by 4:00 PM
Thursday, July 26, 2018	RFP Responses due by 10:00 AM
August, 2018	Anticipated Recommendation to Board of School Committee
August, 2018	Anticipated date to notify firms of selection

D. All proposals must be submitted in a sealed envelope or package and clearly marked in the lower left hand "**RFP Driver's Education Program**". The outside of the sealed envelope must also include the vendor's name. All proposals must be received **no later than 10:00 AM Eastern Standard Time on Thursday, July 26, 2018** at the address listed above.

E. Proposers must identify the name, address, phone number, and email address of the contact person to respond to questions related to the proposal submitted.

F. Three (3) copies of the proposal must be submitted. **NO** late, telephone, fax or e-mail submissions or modifications to proposals will be accepted. A proposal may be

withdrawn and resubmitted if done prior to the above deadline. Such request for withdrawal shall be in writing.

G. Proposals must be complete and include all forms listed in the “**Content of Proposal-Bid Forms**” section.

H. Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal.

I. There will be no public opening of bid proposals.

J. The District is not responsible for RFPs not properly marked as directed above.

K. RFPs that are incomplete, not properly endorsed or signed or otherwise contrary to these instructions may be rejected as informal by the District. The RFP must be filled out completely and accurately.

III. TERM:

The initial term of the contract will begin on or about September 1, 2018 and end August 31, 2019. The district shall have the option to renew the contract for two successive two year periods under the same terms and conditions.

IV. MINIMUM SCOPE OF SERVICES:

The following services shall be required in the agreement:

1. The Company will provide classes in driver education for the students of the District at three locations including, Manchester High School Central, Manchester Memorial High School and Manchester High School West 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 the class schedule permits or after school, evenings, and weekends as needed, as well as 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 guidelines/requirements.
2. The Company will provide afternoon classes no earlier than 3:00 PM and evening classes will begin no later than 7:00 PM. In the event that students need to travel to another school for class based on enrollment, the class will not begin any earlier than 3:30 PM. Behind-the-wheel classes 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 any other reasons, driver education may not be held, or may be moved to an alternate location.

3. The District, through its Building Principals or their designees, shall provide available classrooms, VCR/DVD/TV, LCD projectors, wall screens or projection space conducive to the needs of the students and the size of each section, if needed and available. The District will permit the Company to use the current textbooks in the District's inventory, however any new textbooks required due to growth or replacement will be at the expense of the Company.
4. The Company will provide at least one session of Driver Education during the summer session to conclude before the second Saturday in August. The Company will work with the Building Principals or their designees to provide an appropriate number of summer class sections, not to exceed 30 students in any section.
5. Minimum enrollment for any section is fifteen (15) students, and students must be a minimum of sixteen (16) years of age upon completion of all components of the course.
6. Except as otherwise provided for herein, the Company will provide driving instruction for all students that apply. The driving instruction provided shall conform to the terms and conditions mandated by the State of New Hampshire and/or the District.
7. The Company will have no more than three (3) students in any vehicle at one time.
8. The Company will only use current state inspected vehicles in this program.
9. The Company will provide only instructors that are licensed and certified by the State of New Hampshire.
10. The Company will be responsible for providing vehicles that are in safe/clean working condition and shall also provide routine maintenance to such vehicles, which includes but may not be limited to, providing adequate gas, oil, repairs, and appropriate tires. The Company shall also maintain all current certificates and registrations for all vehicles used throughout the term of this Agreement.
11. During the term of the Agreement, the Company will be responsible for maintaining adequate insurance which will include, but may not necessarily be limited to, Property Damage, Bodily Injury and Liability coverage of \$1,000,000.00, Combined Single Limit and an additional \$5,000.00 Medical Payment Coverage. The Company shall further agree that the District will be named as an additional insured for the term of the Agreement and the Company shall indemnify and hold harmless the District for any contract claims or negligence on the part of the Company or its employees or

agents, and will agree to maintain and provide proof of acceptable Worker's Compensation coverage for the life of the Agreement. The Company will provide the District with a Certificate of Insurance on or prior to September 1, 2018 and on or about the first day of each year thereafter. The Company shall immediately notify the District of any anticipated or threatened suspension/cancellation of insurance coverage that may occur during the life of this Agreement.

12. While on school grounds and in vehicles the Company shall be responsible for all supervision of assigned students and instructors and shall require all participants to abide by all standard school rules established by the District and/or Building Principals or their designees. Such rules shall, at a minimum, prohibit the use of tobacco products or any other product or substance which could impair the students' or the instructors' ability to operate a motor vehicle. Any material failure to so supervise, observe, implement or enforce any rule imposed by virtue of this Agreement shall be grounds for the termination of this Agreement
13. The Company will be responsible for providing and filing the necessary lists, forms, and certificates with the District and/or the State of New Hampshire on a timely basis. The Company shall also seasonably notify the District of any student who fails the program or is otherwise dismissed, excluded or refused admission.
14. The Company will be responsible for the enrollment of students, collection of tuition and fees. The Company will provide any forms or information required in a timely manner, and will coordinate registration procedures with the Building Principals or their designees.
15. The Building Principals or their designees will establish such additional rules and/or regulations for the program as deemed needed, which are hereby incorporated by reference.
16. The Company will conduct criminal background checks on each employee prior to them having any interaction with the students of the District and, unless otherwise agreed in writing by the District, no instructor shall be employed to work with District students unless they have a clear criminal history (including motor vehicle violations accruing 6 or more demerit points in the last three years). The Company agrees to immediately notify the District of any employee arrests or convictions that occur after the background check is completed.
17. The District, in its sole discretion, has the right to exclude any instructor employed by the Company.

18. The District has the right to terminate this contract for cause including the Company's negligence, incompetence, or failure to comply with the terms and conditions of this Agreement

19. The terms of the Agreement shall not be modified or changed without the prior written consent of the parties.

V. CONTENT OF PROPOSALS:

The following information shall be required in the RFP:

- A. Name of firm, address, telephone, and date established.
- B. The name, address, telephone number and email address of the contact person for this proposal.
- C. Three (3) references for similar services. Include name and telephone number of the contact person.
- D. **Fee Proposal:** All costs associated with the program will be paid for by the student. The District will not be responsible for any costs associated with the program. Please provide the per student rate as follows:

\$ _____ per student rate from September 1, 2018 through August 31, 2019

\$ _____ per student rate from September 1, 2019 through August 31, 2020

\$ _____ per student rate from September 1, 2020 through August 31, 2021

\$ _____ per student rate from September 1, 2021 through August 31, 2022

\$ _____ per student rate from September 1, 2022 through August 31, 2023

- E. Each respondent is responsible to assure that their proposal will provide the level of service outlined herein. Any deviation from such services must be clearly indicated in the proposal.
- F. Proposers are encouraged to provide any additional information about their services, products, management structure, capabilities and any other information you believe would be pertinent to your proposal to assist the District in its review.
- G. Completed attached **"Bid Forms"**:
 - General Bidder Certifications and Disclosures
 - Certificate of Non-Collusion
 - Certificate of Tax Compliance Attestation Clause

VI. SELECTION PROCESS:

- A. Proposals will be evaluated by the Superintendent and other members of the District staff as deemed appropriate. The District administration intends to make a recommendation for contract award to the Board of School Committee for consideration at its **August, 2018** meeting. All participating vendors will be notified of the results in writing after an official contract award has been made.
- B. Selection criteria will include the fee proposal, the bidder's expertise, qualifications, experience, resources, reputation, professional references, and overall clarity and responsiveness of the proposal to this RFP.
- C. The Superintendent may elect to conduct interviews with any or all of the bidders.
- D. The Manchester School District, at its sole discretion, reserves the right to accept any proposal, in whole or in part, waive minor inconsistencies and/or to negotiate further any terms of the proposal in achieving the best results for the School District.
- E. The District reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the Manchester School District's sole judgment best meets the requirements of the project.
- F. The District will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.
- G. The Manchester School District reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.
- H. The Manchester School District may reject any or all proposals for any reason, should it be deemed in the best interests of the School District to do so.
- I. The Manchester School District reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- J. The Manchester School District anticipates awarding one contract but reserves the right to split the award between multiple vendors when in the best interest of the District.
- K. The Manchester School District reserves the right to reject any vendor's RFP submission due to past contractual or performance issues with the District.

- L. The School District also reserves the right to abandon the project or to solicit and re-advertise for other proposals.
- M. The District further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the Manchester School District may request.
- N. The RFP creates no obligation on the part of the District to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The District reserves the right to award a contract based upon proposals received without further discussions or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
- O. Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and proposers may be required to justify why the Manchester School District should not, upon written request, disclose such materials.
- P. The Manchester School District anticipates entering into a contract with the respondent who submits the proposal judged to be most advantageous.
- Q. The respondent understands that this RFP does not constitute an offer or a contract with the Manchester School District. A contract shall not be deemed to exist and is not binding until proposals are reviewed, the bidder has been selected, negotiations with the bidder have been completed, and an agreement has been executed by parties and approved by the Board of School Committee.
- R. Each Proposer agrees and guarantees that the service offered conforms to the specifications listed and that the final determination of whether or not it does conform rests solely with the discretion of the Manchester School District.
- S. Upon acceptance of this proposal, the terms, conditions and specifications of this Request for Proposal shall become part of the "contract" as well as any additional documents that may be issued by the District, or any documents that may be developed in conjunction with the Proposer.
- T. The District reserves the right to make minor changes within the general scope of work to the executed contract to address reasonable issues that may arise during the contract term, such as information the redistricting committee might wish to obtain.

U. Acceptance of a proposal shall be contingent upon the Proposer executing a written contract in a form acceptable to the District.

V. The successful bidder will be required to carry Workers' Compensation Insurance per the New Hampshire revised statues annotated. In addition, the successful bidder will be required to carry Comprehensive General Liability coverage with a minimum combined single limit of \$1,000,000 and Automobile and Truck Liability with a combined single limit of \$1,000,000. Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.

All subcontractors must meet the above insurance requirements. All insurance deductibles will be the sole responsibility of the contractor. Insurance companies providing coverage under the terms of this contract shall be approved to do business in the State of New Hampshire.

A certificate of insurance that meets or exceeds the District's insurance requirements is required.

W. Proposers are encouraged to provide additional information about their services, organization, customer service program, management structure and capabilities as they may assist the District in its review.

X. In the event the parties are unable to negotiate final terms, the Board of School Committee may determine to accept the offer of the bidder deemed by the Board of School Committee to be the second most responsive and responsible bidder.

Y. The Board of School Committee will make the final selection regarding the contract award as recommended and what selection they deem is in the best interest of the Manchester School District.

VII. ASSURANCES:

By responding to this RFP, each proposer assures the District that, if selected as a Company, they will comply with all provisions of this RFP and the Company's proposal throughout the term of the contract.

COMPANY _____

DATE _____

SIGNATURE _____

PHONE _____

General Bidder Certifications and Disclosures

Firm

Name: _____

Business

Address: _____

Telephone No.: _____ Date of Proposal: _____

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

Yes _____

No _____

If the answer is “no”, the Proposer 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 bidding Proposer, or the Proposer’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 Proposer 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 Proposer 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 Proposer or the Proposer’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 Proposer, 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 Proposer and any employee that shall have contact with the schools, including all transportation personnel. The Proposer shall not be required to disclose any conviction which has been annulled by a court.

II. Creditor Relationships and Business History. Proposer 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, Proposer filed for bankruptcy protection on _____.

III. Equal Opportunity Employer. Proposer 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. Proposer certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide Fine Art products and services to the District and meets all applicable safety standards.

Yes _____ No _____

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

Yes _____ No _____

VI. Criminal Records and Training. Proposer complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements. (**Note:** Registered sex offenders are not allowed on school property under any circumstances.)

Yes _____ No _____

VII. Contract Performance. Proposer 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.

VIII. References. Bidder must provide 3 references (names, addresses, and telephone numbers) evidencing experience with a project of equivalent nature, scope and size.

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 Proposer 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.

Proposer's Name: _____

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT BY PROPOSER:

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ known to me to be the same person(s) described in and who executed the within instrument, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and he/she (or they severally) acknowledged to me that he/she (or they) executed the same or their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____
Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further does say that he/she resides at (give address) _____; that he/she is the _____ (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he/she signed his/her name thereto by like order of their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____
Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership of their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____
Commission Expires: _____

If LLC:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further does say that as the (title) _____ of _____ that he/she has the authority to sign on behalf of said entity pursuant to that entity's Schedule of Authorization-adopted annually by its Board of Directors-and that he/she signed his/her name thereto by like order of their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____
Commission Expires: _____

MANCHESTER SCHOOL DISTRICT
195 McGregor Street
Suite 201
Manchester, NH 03102

Bid Due: Thursday, July 26, 2018 by 10:00 AM Eastern Standard Time

CERTIFICATE OF NON-COLLUSION

Firm Name: _____

Business Address: _____

Telephone No.: _____ Date of Proposal: _____

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she shall furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

- a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and shall not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 - 3) No attempt has been made or shall be made by the Proposer to induce another person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

- b. A proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) - (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the Manchester School District determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the Board of Directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(Signature)

(Title)

(Typewritten Name)

(Name of Business)

(Address)

(City/State)

(Phone)

(FAX)

(Date)

**MANCHESTER SCHOOL DISTRICT
195 McGregor Street
Suite 201
Manchester, NH 03102**

Bid Due: Thursday, July 26, 2018 by 10:00 AM Eastern Standard Time

**CERTIFICATE OF TAX COMPLIANCE ATTESTATION
ATTESTATION CLAUSE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state and federal tax returns and paid all state and federal taxes required under law.

****Signature of Individual or Corporate Name (Mandatory)**

By: Corporate Officer (mandatory, if applicable) (Title)

Social Security (voluntary) or Federal Identification Number

(Address)

(City/State)

(Phone)

(FAX)

(Date)

****Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.**

Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.