



LITCHFIELD SCHOOL DISTRICT

REQUEST FOR PROPOSALS

DRIVER'S EDUCATION PROGRAM

The Litchfield School District and Campbell High School invite vendors to submit cost proposals for a two year contract beginning **July 1, 2017 and ending June 30, 2019 with two one-year options at the sole discretion of the Litchfield School District.** The contract is for the purpose of providing driver's education program services to the District's students.

Proposals **must be received by 2:00 PM, August 2, 2017** at the office of the Business Administrator, Litchfield School District, **Attn. Michele E. Flynn**, 1 Highlander Court, Litchfield, NH 03052. The proposal must be submitted on your letterhead and envelopes should be sealed and marked "Driver's Education". Questions regarding this request for proposal must be made to Cory Izicki, Business Administrator, at 603-578-3570. Questions regarding the Driver Education Program must be made to William Lonergan, Principal, Campbell High School, at 603-546-0300.

The District may decide upon a non-exclusive contract with multiple vendors should this be in the best interest of the District. The District will select a vendor(s) which best represents the needs of the District. The Litchfield School District reserves the right to waive any informality and to accept or reject any, all or part of submitted quotes.

It is anticipated that the successful proposal will be awarded on August 23, 2017 at the Litchfield School Board's regularly scheduled meeting.

The Company will offer driver education to the District at a set fee per student. Students will be responsible for the entire cost of the program.

1. The Company will provide classes in driver education for the District which include thirty (30) clock hours of classroom instruction for each student and ten (10) hours of behind the wheel instruction for each student during the normal school day if schedule permits; and after school, evenings, and weekends as needed. It is the responsibility of the Company to provide lesson plans and to adjust time allocations and curriculum in accordance with state guidelines.
2. The Company will provide afternoon classes to begin no earlier than 2:45 PM and evening classes will begin no later than 7:00 PM. The Company will determine behind the wheel schedules the first meeting of each session. If school is cancelled for weather conditions, driver education will not be held. If school is cancelled for other reasons, driver education may not be held, or may be moved to an alternate location.

3. The Company will work with the Building Principal at Campbell High School to provide an appropriate number of class sections, not to exceed 30 students in any section.
4. Minimum enrolment for any section is five (5) students. Students must be 16 years of age by the last day of the course according to state of New Hampshire regulations.
5. The Company will schedule no more than three (3) students in the car at one time.
6. The Company will use state inspected vehicles in the program.
7. The Company will provide competent, licensed instructors certified by the State of New Hampshire. Each instructor shall have a current criminal records check paid for by the Company and on file in accordance with RSA 189:13-a.
8. The Company will be responsible for providing the vehicles as well as the maintenance of the vehicles at the Company's sole expense, which includes but may not be limited to gas, oil, repairs, and tires. The Company will maintain certificates and registrations for all vehicles used, and all vehicles must be state inspected and approved for use in a driver training program.
9. The Company will be responsible for maintaining adequate insurance during the term of the Agreement 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 will maintain Worker's Compensation coverage for the life of the Agreement. The Company shall name the District as an additional insured and shall provide a copy of the Company's Certificates of Insurance in a form satisfactory to the District as a condition to the District's obligations under this Agreement. The Certificates of Insurance shall provide that the insurance is not cancelable without thirty (30) days prior written notice to the District. Furthermore, the Company agrees to indemnify and hold harmless the District, School Board, SAU 27, and their respective officers, representatives, agents, and employees from any and all claims, demands, actions, causes of actions, damages, costs, loss of service, expenses and compensation, including but not limited to, any and all claims for personal injury, death and property damage which may in any way arise from or out of the operation of the Company pursuant to the terms of this Agreement whether such operations are performed by the Company itself, or anyone directly or indirectly employed by it and irrespective of whether the instrumentality causing such personal injury, death or property damage is owned in whole or in part by the Company.
10. The Company will notify the District by telephone immediately following the occurrence of any injury to or death of any person or any damage to a vehicle which may in any way arise from the Company's use or operation of a vehicle used while providing driver education services to the District. The Company shall provide a written report of the incident to the Superintendent of Schools within forty-eight hours of such incident.

11. The Company shall follow and adhere to the rules and regulations established by the District and/or the Building Principal. Such rules include that smoking is not permitted in the school buildings, on school grounds, or in vehicles. Food and beverages are not permitted in the classroom or halls. The Company's failure to observe and implement the District's rules and regulations will be considered a breach of this Agreement by the Company.
12. The Company will be responsible for providing and filing for students and instructors the necessary lists, forms and, certificates with the District.
13. The Company will be responsible for the enrollment of students and collection of monies and responsible for the submission of paperwork to the State of New Hampshire. The Company will provide any forms or information required in a timely manner, and will coordinate registration procedures with the Building Principal or his/her designee.
14. The District will provide a classroom facility, VCR/TV, overhead projector, computer projector, if needed and available, and wall screen.
15. The Company will provide all text books, equipment, and materials necessary for conducting driver education which includes the necessary automobiles for instruction. All materials and equipment must be approved by the District and meet the laws and regulations of the State of New Hampshire.
16. The Building Principal will establish rules and regulations for the program as needed.
17. On the completion of each class session, the Company will provide to both the Superintendent, SAU 27, and the Safety and Driver Education division at the NH Dept. of Education, a copy of their formal evaluation packet in compliance and accordance with the plan on file with the NH Dept. of Education.
18. The Company will provide at least one session of Driver Education during the summer which shall conclude before the second Saturday in August. The Company will work with the Building Principal at Campbell High School to provide an appropriate number of summer class sessions, not to exceed 30 students in any session.
19. The District will seek information on the enrollment form concerning a student's physical or mental problems, other disabilities or lack of stability that interfere with the student's operation of an automobile.
20. The District will recommend a physically disabled student to a program equipped to address the student's specific disability.
21. The District has the right to terminate this Agreement for its convenience by providing ninety (90) days prior written notice, whereupon the District will pay the Company for services rendered to the date of termination as the Company's sole remedy.

22. The Company will offer driver education to the District at a rate of:

- \$_____ per student from July 1, 2017 through June 30, 2018
- \$_____ per student from July 1, 2018 through June 30, 2019,

subject to the Company's maintaining a valid NH Department of Safety license to operate a motor vehicle drivers' school, said fee to come from student paid fees.

INDEPENDENT CONTRACTOR:

It is the intention of the parties that the performance by the Company of its duties and obligations for the District shall be that of an independent contractor, and nothing herein shall create or imply an agency or employment relationship between the District and the Company. This Agreement shall not be deemed to constitute a joint venture or partnership between the parties. The Company agrees that as an independent contractor, the District will not provide insurance coverage for it and it is not covered under the District's workers' compensation insurance. The Company also agrees that it will not be treated or seek to be treated as an employee of the District for any purpose.

I/We have received and understand the Driver Education Request for Proposal and expectations.

By my signature below I certify I am authorized to submit this proposal on behalf of the company listed below.

Name of Company _____

Address _____

Telephone Number _____

Email _____

Person Submitting Proposal:

Signature

Printed/Typed Name and Title

Date