

# **Request for Proposal**

## **Fairfield Community School District**

### **Driver Education Instruction, June 2023 through June 2026**

Fairfield Community School District is soliciting proposals to provide the District's driver education instruction program, starting June 2023 through June 2024. The District will have between 70-80 students eligible each year to participate in driver education instruction. All proposals must meet or exceed all the stated terms and conditions.

Proposals must be submitted to Tracy Vance, Human Resource Manager, Fairfield Community School District, 403 S. 20th Street, Fairfield, Iowa 52556 by 4:00 p.m. May 19, 2023. Proposals received after the stated time may not be considered.

Vendors are invited to submit written and electronic questions and requests for clarifications regarding the RFP. If the questions, requests for clarifications, or suggestions pertaining to a specific section of the RFP, the page and section number(s) must be referenced. All questions must be received by May 14, 2023 at 4:00 p.m. and should be directed to Tracy Vance by email at [tracy.vance@fairfieldsfuture.org](mailto:tracy.vance@fairfieldsfuture.org). Questions will be responded to in writing via email no later than May 19 at 12:00 p.m.

The District will open bid proposals at 4:00 p.m. on May 27 at the district office located at 403 S. 20th Street, Fairfield, Iowa 52556. The bid proposals will remain confidential until the District has reviewed all bid proposals submitted in response to this RFP and the District has announced a notice of intent to award a contract.

The following dates are set forth for informational and planning purposes; however, the District reserves the right to change the dates.

Issue RFP	April 17, 2023
Deadline for Questions to the District Regarding RFP	May 14, 2023
Closing Date for Receipt of Bid Proposals and Amendments	May 19, 2023
Board Approves Successful Vendor	May 19, 2023
Begin Contract	May 22, 2023

### **General Proposal Information**

The District reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the District may, in its sole discretion, allow all vendors to amend their bid proposals.

Vendors who submit proposals before the deadline may withdraw, modify, and resubmit proposals at any time before the deadline for submitting proposals. Vendors must notify the District in writing if they wish to withdraw their proposals. Electronic mail requests to withdraw will be accepted.

The District is not responsible for any expense incurred in preparing and submitting a proposal, taking any action in connection with the selection process or for the costs of any products provided or services performed by any Vendor prior to the execution of a contract with the selected Vendor.

Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

No presentations will be required, but the District reserves the right to request vendor presentations after submission of the proposals if the District believes said presentations may be helpful in the selection process.

By submitting a bid proposal, the vendor agrees that the District may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The vendor consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The District shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

The vendor shall specifically agree that the bid proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the vendor objects to any term or condition, the vendor must specifically refer to the RFP page, and section. Objections or responses that are conditional or that materially alter the RFP may be deemed non-responsive and disqualify the vendor.

By submitting a bid proposal, the vendor agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

All proposals become the property of the District and shall not be returned to the vendor unless all bid proposals are rejected or the RFP is canceled.

At the conclusion of the selection process, the contents of the proposals will be placed in the public domain and be open for inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld upon the written request of the vendor. Any request for confidential treatment of information must be included in the transmittal letter with the vendor's bid proposal.

The terms and conditions of this RFP and the resulting contracts or activities based upon this RFP shall be construed in accordance with the laws of the State of Iowa. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.

### **RFP Review and Proposal Selection**

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed. The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

The District reserves the right to contact a vendor after submitting bid proposals to clarify a bid proposal to ensure mutual understanding. The District also reserves the right to contact any reference to assist in the evaluation of the proposal, to verify the information contained in the proposal, and to discuss the vendor's qualifications.

The District reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. The District also reserves the right to waive any informalities or irregularities in vendor responses.

The District will not necessarily award a contract to the vendor offering the lowest cost. Instead, the District will award the contract based on which vendor is deemed in the best interests of the District, of which the cost is but one factor.

Issuance of this RFP in no way constitutes a commitment by the District to award a contract or to execute a binding contract with the successful vendor that may be selected as the result of this RFP. The District further reserves the right to cancel this RFP, to issue a new RFP or to award a contract in whole or in part if it is in the best interests of the District.

The District reserves the right, in its sole discretion, to decide not to utilize the services of any selected vendor or to terminate the selection without cause and without penalty, and the selection of a vendor does not assure that any products or services will ultimately be requested.

### **Contract**

Any contract between the District and the successful vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the District.

The District reserves the right to refuse to enter into a contract with the successful vendor, even after delivery of notice of selection or intent to award a contract, if the District and the vendor are unable to agree to contractual terms and conditions that are acceptable to the District, or if the best interests of the District would not be served.

## Fairfield Community School District Driver Education Instruction Program

### Terms and Conditions:

1. Scope of Work--Company will provide:
  - a. Driver Education Vehicle(s)
  - b. Vehicle Maintenance/Fuel
  - c. Automobile Liability Insurance
  - d. Qualified Instructors and Compensation
2. If specialized equipment is required for special needs students, it shall be the District's responsibility to provide such specialized equipment.
3. The District will collect all driver education fees and make payments to the Company on not more than a monthly basis.
4. The company agrees to comply with all federal, state and local laws and regulations and District policies. Specifically, the Company shall conduct such programs in compliance with applicable driver education requirements as established and mandated pursuant to the Code of Iowa and the Iowa Administrative Code, as may be amended and/or waived during the COVID-19 public health emergency, including the following:
  - a. Code of Iowa, Section 714.17-714.23 (unlawful advertising and selling of educational courses)
  - b. Code of Iowa Chapter 261B. (Registration as a Secondary Educational Institution)
  - c. Code of Iowa Chapter 321.178 (1) (approval to grant driver education certificates)
  - d. Iowa Administrative Code Section 761, Chapter 634 and 635 as applicable
5. Instructors
  - a. The company agrees to provide the requisite number of certified driver education instructors as required by Iowa Code Section 321.178(2) Iowa Administrative Code Section 761 Chapter 634.6 to accommodate the needs of all students enrolled in the program.
  - b. Company shall provide instructors who will meet other legal requirements for providing driver education instruction, who will comply with reasonable rules established by the District for proper decorum in the classroom, and who will not behave in a manner detrimental to the health, safety and spiritual well-being of the students. Company shall conduct background checks for all personnel providing services under this Agreement in accordance with District standards and procedures and shall not permit any person who does not clear such checks to provide any services to District.
6. Class Lists
  - a. District agrees to provide complete class lists to include names and addresses of all students eligible for driver education. The district will assist company with an enrollment of such eligible students in the program by making announcements, post flyers, allowing pre-registration and registration activities and/or taking any other action reasonably requested by Company.
  - b. The District agrees to allow non-district students in the program in the event of insufficient enrollment. In-District students will have first priority for enrollment in the driver education

program over non-District students until 14 days before the beginning of the next scheduled session.

- c. Company agrees not to inflate the class size to bring in non-district students.

#### 7. Equipment/Facilities/Textbooks

- a. District shall make available suitable classrooms and facilities for the conducting of driver education classes available at no cost to Company, including but not limited to access to a working TV/DVD, teacher's desk, student desks, blackboard or dry eraser board. Building access will be scheduled within the regular custodial work schedule during the school year and summer hours. Suppose on-line or internet coursework is necessary due to the COVID-19 Public Health Emergency. In that case, the District will work with the Company to provide any necessary computer or internet equipment to offer virtually.
- b. Company agrees to provide driver-training vehicles. The vehicles will be equipped with the following items:
  - i. Instructor dual brake and control
  - ii. Inside instructor's rear-view mirror
  - iii. Instructor's eye check mirror
  - iv. Required driver education signs
  - v. Outside rear-view mirrors mounted on each side of the vehicle.
- c. Company agrees to provide driver education textbooks. School agrees that Company retains ownership of said driver education textbooks. Any other supplies needed for the program shall be the Company's responsibility unless otherwise mutually agreed upon by the parties before entering into the Contract.

#### 8. Program Administration

- a. Company will be responsible for:
  - i. Record-Keeping
  - ii. Final Grade Report
  - iii. Issuance of Course Completion Certificate
- b. Company agrees to provide a driver education program that is 32 hours (or 1920 minutes) of classroom instruction and 6 hours of lab time (Driving), of which at least three clock hours shall consist of street or highway driving. The program content, length and time requirements will meet or exceed standards as stated in Iowa Code Section 321.178 and Iowa Administrative Code 761 Chapter 634.
- c. Company agrees to provide driving instructors during pre-existing study halls or free periods if sufficient students are available to allow for three consecutive periods of driving. Students will not be allowed to drop a class or make schedule changes to free up times for driving. The classroom portion of the driver education program will not be scheduled during the regular school day.
- d. Company agrees to offer programs that will provide flexibility to help ensure that the needs of all students within the District are accommodated but reserves the right to schedule classes and instructors that make efficient use of available resources consistent with good business practice.

## 9. Insurance

- a. Company agrees to provide for all employees, Workers compensation Insurance covers all employees as required by state law.
  - i. \$100,000 Each Accident
  - ii. \$100,000 Each Employee by Disease
  - iii. \$500,000 Policy Limit by Disease
- b. Company agrees to obtain and keep in force during the terms of the proposed contract, insurance coverage as described:
  - i. Comprehensive General Liability Insurance with a minimum limit of:
    1. \$1,000,000 Per Occurrence for Bodily Injury
    2. \$500,000 Per Occurrence for Property Damage
    3. Or \$1,000,000 Combined Single Limits
  - ii. Automobile Liability Insurance with minimum limits of:
    1. \$500,000 Per Person
    2. \$1,000,000 Per Occurrence for Bodily Injury
    3. \$25,000 Per Occurrence for Property Damage
    4. Or \$1,000,000 combined Single Limits
- c. Upon the awarding of the contract, the Company will furnish to the School District a certificate of said coverage prior to commencing any work under the proposed contract.

## 10. Discipline and Supervision

- a. Company and its agents agree to follow and require student compliance with the Student Code of Conduct of the District. Company reserves the right to develop and enforce rules that specifically apply to the driver education program. Company will notify the District and the students of said rules. Company will notify District of violation of either District rules or Company rules, and will cooperate with the District to insure all parties involved receive due process.
- b. The Company and its instructions are responsible for student supervision for the duration of the student participation in the driver education program when students actively participate in either the classroom or driving portion of the driver education program. The District shall have responsibility for student supervision at all other times.

## 11. Costs and Fees

- a. The Company shall charge a fee of \$\_\_\_\_\_ (Place fees on attached bid form)
- b. The District and Company agree to renegotiate the fee as stated in contract section 11 (a) if necessary, if driver education requirements as stated in either the Iowa Code or the Iowa Administrative Code are modified or amended by legislative act or administrative law rule during the effective dates of this contract and said modifications impact the cost of delivery of the program

- c. Students participating in the driver education programs will make every reasonable effort to attend their scheduled driving session. Unexcused missed driving sessions that require a driver education instructor to schedule make up session beyond the normal contact hours scheduled and required will require an additional fee of \$ \_\_\_\_\_ per hour payable by the student to Company. Make-up driving time will be scheduled at the discretion of the instructor.

#### 12. Termination of Contract

- a. Either party may terminate the contract by providing 90-days written notification of such termination.

#### 13. Force Majeure

If either party is hindered in or prevented from performing any term, covenant, or act required hereunder by reason of strikes, epidemic, pandemic, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, terrorism, act of the public enemy, rebellion, war, act of God, or other reason whether of a like nature or not that is beyond the control of the party affected, then the performance of the party(ies) shall be excused, the contract terminated and all monies previously paid by the District to Company for services not rendered shall be returned or a credit given to the District, as mutually agreed upon by the parties.

**Fairfield Community School District  
Proposed to Provide Driver Education Instruction  
June 1, 2023-August 31, 2026**

The proposal must be in writing and submitted to Tracy Vance, Human Resource Manager, Community School District, 403 S. 20th Street; Fairfield, Iowa 52556  
by May 19, 2023, email [tracy.vance@fairfieldsfuture.org](mailto:tracy.vance@fairfieldsfuture.org)

Company Name \_\_\_\_\_

Address \_\_\_\_\_

State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Please list Districts that you have provided driver education instruction including the time period when services were provide.

District	Contact	Date Started	Date Ended
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Proposed fees - per student	Per Student	Make Up Fee Per Hour
August 2023 – August 2024	\$ _____	\$ _____
August 2024 – August 2025	\$ _____	\$ _____
August 2025 – August 2026	\$ _____	\$ _____

Services under this contract will commence on May 22, 2023, and end prior to the start date of school in August 2026. I understand the terms and conditions of this proposal and agree that the above-quoted prices are valid for 45 days after the submittal date.

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**Company Signature** \_\_\_\_\_ **Date** \_\_\_\_\_