REQUEST FOR PROPOSALS
DRIVER EDUCATION SERVICES
Bladen County Public Schools

Proposals must be submitted in a sealed package and indicate “Driver Education Services Proposal” on the outside of the package. Sealed proposals will be accepted by Dana Mize, Career and Technical Education Director/Driver Education Coordinator, Bladen County Public Schools until 4:00 p.m.,November 16, 2026 at 1489 US Hwy 701 S Elizabethtown NC 28337

A copy of the Form of Proposal, including the Specified Terms and Conditions for Driver Education Services, may be obtained by logging onto the Bladen County Public Schools website – https://www.bladen.k12.nc.us/.

All qualified proposals will be evaluated and acceptance made of the lowest responsive, responsible proposal and whichever shall be considered by School System to be most advantageous or to constitute its best interest, as determined by consideration of: the contractor’s qualifications, quality of program offered, references, experience, financial standing, labor supply, safety, and bid price.

The Bladen County Board of Education reserves the right to accept or reject any or all bids presented, and the right to waive any informalities or irregularities.

FORM OF PROPOSAL
DRIVER EDUCATION SERVICE

The undersigned, as Bidder (also referred to herein as “Contractor”), hereby declares that the only person or persons interested in this bid as principals is or are named herein and that no other person than herein mentioned has any interest in the bid or in the contract to be entered into; that this bid is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the Specified Terms and Conditions For Driver Education Service Agreement and has read all special provisions furnished prior to the opening of bids; and that he has satisfied him or herself relative to the services to be performed.

All bids shall be subject to the attached Specified Terms and conditions.

The Bidder proposes and agrees if this bid is accepted to contract with the Bladen County Board of Education, in the form of contract specified, to furnish all necessary materials, equipment, required insurance, transportation, labor and supervision for the Term of the Contract, for the amount per pupil as entered on the following pages:

Respectfully submitted this ____ day of _____, 2026.
By:_____

_____
Above Signature printed or typed

Title: _____

ATTEST:

(CORPORATE SEAL) (if applicable)

By: _____

Title: (Corp. Sec. or Ass't Sec. only)
_____

_____
Street Address or PO Box No.

_____
City, State, Zip Code

_____
City Privilege License No.

_____
Telephone Number

_____
Federal Social Security I.D. No.

_____
NC Sales & Use Tax Registration No.

_____
Bidder Name

Approximate Membership Information

School	9th Grade Membership
Bladen Early College High School	30
East Bladen High School	140
West Bladen High School	165

BID PRICES:

$_____ /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.

_____

Company Name and Signature of authorized representative

SPECIFIED TERMS AND CONDITIONS
FOR DRIVER EDUCATION SERVICE AGREEMENT

SCOPE

This describes the terms and conditions for a driver education service, as defined herein, for the Bladen County Board of Education (hereinafter “School System”). The party submitting the proposals is referred to as “Bidder” or “Contractor.”

It shall be understood and agreed that the Superintendent, or designee, for School System shall be the authorized contact to execute any contract awarded on behalf of the School System.

1. TERM OF CONTRACT

This agreement shall be for the period beginning on July 1, 2027 and ending June 30, 2028, with the option to renew for up to two (2) additional twelve (12) month periods if agreed to in writing by both parties. Award of the initial contract will be exercised subject to the availability of funding by the School System. Award of any subsequent renewals will be exercised subject to the availability of funding by the School System and satisfactory performance by the contractor.

2. BIDDER QUALIFICATIONS

Bidders must be licensed by the Division of Motor Vehicles (DMV) as a commercial driving school pursuant to G.S.20-320 et. seq. or an individual certified by the State Board of Education in driver education or who holds non-certified instructor status in accordance with 16 NCAC 6E .0302.

Only bids from companies experienced in performing this type service and qualified to handle accounts of this size will be considered. Prior to award, the School System reserves the right to investigate a bidder's ability to fulfill the requirements of the contract. These requirements include, but are not limited to the following: vehicle listings, instructor driving records, safety records, five (5) years of financial statements and/or tax returns and a minimum of three (3) references.

Approximately 300 School System students will be eligible for the driver education program annually. In addition to students enrolled in School System, the state of North Carolina allots funding to School System for all eligible students (first-time 9th grade) attending school in Bladen County, including those attending private schools, home schools and charter schools. Because the School System does not have easy access to these enrollment numbers, the total number of eligible students may exceed 725 School System students.

The expected number of students to be served is also likely to fluctuate, either up or down, due to changes in enrollment. The contractor will be expected to fully serve the total number of students, regardless of the number. School System makes no guarantees of the actual number of students to be served.

BLADEN COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
DRIVER EDUCATION SERVICES
October 1, 2026

3. DESCRIPTION OF THE SERVICE

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.

The contractor shall provide Driver Education in accordance with the State Board of Education policy stating that students shall not be instructed during the regular school day. The curriculum plan adopted by the contractor shall be the State Department of Public Instruction's Curriculum or its equivalent.

The contractor shall provide the same curriculum and program for Special Education students who are enrolled in the program. School System shall identify special students, defined as those needing additional equipment and/or modification of the prescribed course, shall be identified before enrollment. The contractor shall provide reasonable accommodations to special education students as required by law. The contractor may subcontract with Driver Rehabilitation Services if any special equipment is needed to adequately serve the student.

The contractor shall always have a minimum of two (2) students in the vehicle at all times.

Each driver education instructor shall submit a history of residence which lists all addresses the candidate has lived at over the past ten (10) years. This history must be dated and signed by the candidate and be submitted in the candidate’s application. Prior to final appointment of a driver, the contractor shall present to the School System Superintendent/Designee original criminal records bearing the county seal from each jurisdiction (county) in which the driver(s) has resided for the immediate past ten (10) years. The School System shall not incur any expense involved in obtaining a criminal history check.

4. EQUIPMENT

The contractor shall provide dual brakes, 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 the School System, 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 the School System will be provided with a copy of said maintenance log at any time, upon request. The School System may, at its own expense, inspect each vehicle at any time for compliance with vehicle equipment requirements.

5. MONITORING INSTRUCTION

The contractor shall allow an authorized representative of the School System to monitor, at reasonable times and places, instruction given in each classroom and vehicle utilized pursuant to this agreement.

6. TEXTBOOKS AND MATERIALS

The School System agrees to provide all textbooks and materials necessary for curriculum and program to all eligible enrolled students except blank paper, pen and/or pencil. Any damage to textbooks and materials shall be paid for by the responsible student before receiving their North Carolina Driver Education Certificate. The contractor shall collect and receipt such damages and turn over money and receipts to School System's designee.

7. COMPLIANCE WITH OTHER REQUIREMENTS

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 the School System and the contractor, are competent to train students. Any instructor deemed by the School System as not competent to train students shall be replaced by the contractor. This information will be maintained by the contractor and copies provided to the School System, 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.

9. INSURANCE

During the term of the contract, the contractor at its sole expense will provide commercial insurance of such type as described below. All carriers must be licensed in the State of North Carolina, and rated A- or better through A.M. Best Company. As a minimum, the contractor shall provide and maintain the following coverage and limits:

Commercial General Liability General Liability Coverage on a Comprehensive Broad Form 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. (Defense cost shall be in excess of the limit of liability.) Certificate must state, “no exclusion for sexual misconduct.”

Automobile

Automobile Liability Insurance, covering 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.

Worker's Compensation Insurance

The contractor shall provide and maintain Worker's Compensation Insurance with statutory limits. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

Certificates of Insurance

Each contractor must furnish School System certificates of insurance showing that the required insurance coverages and limits are carried by the contractor. The certificate of insurance must list the School System as additional insured. All insurance carriers shall be licensed to do business in North Carolina or approved to issue insurance coverage by the Commissioner of Insurance of North Carolina. The certificate of insurance must include substantially the following provision: "The insurance policies to which this certificate refers must provide a waiver of subrogation in favor of Bladen County Board of Education in the general liability, automobile, and workers compensation." The insurance policies to which the certificate refers should not be altered or canceled until thirty (30) days written notice of such cancellation or alteration has been sent by certified mail to the School System. The School System reserves the right to reject any carrier of insurance shown in the certificate of insurance by the contractor on the grounds of poor claim service or financial responsibility. The insurance coverage limits stated above will supersede any requirements in the attached Terms and Conditions which may have lower coverage thresholds.

SECTION II

11. COORDINATION AND STUDENT RECORDS

The contractor will take responsibility for scheduling students, conducting parent orientation, issuing completion certificates, coordinating with the contact person at each school site and for both cooperating fully with one another on all issues with regard to the instruction being given to the eligible enrolled students. 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 School System to determine student scheduling agreeable to both the contractor and School System.

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 School System 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 the Contractor. Contractor shall not forward to any person other than a parent or authorized School System 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.

12. INDEPENDENT CONTRACTOR

The contractor, in the performance of this agreement, must be and act as an independent contractor and its officers, employees and agents shall not be considered officers, employees or agents of the School System. As such, the contractor agrees to provide all manpower necessary to fully perform all aspects of the Driver Education Program. This will include, but not be limited to, clerical assistance, instructors and coordinators.

13. ASSIGNMENT

The obligations of the contractor under this agreement are not assignable (may not be sub-contracted) by the contractor, either in whole or in part, without the prior written consent of the School System. If the School System approves a subcontractor, a certificate of insurance must be obtained from the subcontractor and must meet all the same requirements and limits as that of the contractor.

14. SCHEDULING OF ELIGIBLE ENROLLED STUDENTS

The scheduling of eligible enrolled students by the contractor and School System for thirty (30) hours of class and six (6) hours of behind-the-wheel training per student shall be offered by the contractor at times agreeable to the contractor and School System. The behind-the-wheel times may include but are not limited to after school until 9:00 p.m., Saturdays from 8:00 a.m. to 8:00 p.m., before the regularly scheduled school day and any other times agreeable to the contractor, School System and the students. The driving time is not to exceed two (2) hours in any one day for any student.

15. 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 School System Superintendent/Designee. A written report shall be filed with the School System within five (5) school days.

BLADEN COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
DRIVER EDUCATION SERVICES
October 1, 2026

16. PAYMENT

The Board of Education shall pay the Contractor compensation for services rendered by the Contractor pursuant to the terms and conditions of this Agreement. Payment shall be made at the agreed rate after successful completion and passing of the classroom and or driving phase by each student. The Contractor shall provide an itemized invoice for services rendered on a monthly basis, to be paid within thirty (30) days of receipt of the invoice. Each invoice shall list the names of the students who completed the course during that month.

17. CLASS SIZE

Vehicle instruction - Minimum of two (2) students; Maximum of three (3) students. Classroom instruction, minimum of twenty (20) students; maximum of fifty (50) students. Anything below the minimum or above the maximum must be approved by both the School System 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.

18. LEASING OF CLASSROOMS

The Contractor may use classrooms, or designated areas, owned and operated by the School System 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.

19. 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.

20. 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 the School System and the contractor. In accordance with State Board of Education policy, instructors shall immediately report to School. System any convictions of three points or more, and any conviction that could suspend or cause revocation of driver license in any state.

21. PROFICIENCY TEST

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

22. TERMINATION OF AGREEMENT FOR DEFAULT

Either party may terminate this agreement upon sixty (60) days written notice to the other; provided however whenever the party seeking to terminate has previously given the other party sixty (60) days written notice of the alleged default in the performance of any required obligations under this agreement and such default has not been cured, either party may terminate upon only thirty (30) days written notice. Provided, however, this agreement shall automatically terminate in the event of revocation of the license of contractor which is required by G.S. 20-320 et. seq. The contractor may be terminated from the contract immediately for cause of misconduct. The School System may cancel the contract and seek to procure the same service from the next lowest, responsible bidder for this contract. The contractor may be held responsible for any excess cost occasioned thereby. In the event that the Contractor is notified that its license and/or certification has been or will be suspended or revoked, the Contractor shall immediately notify the Superintendent/Designee in writing of said fact, and this Agreement shall be deemed terminated as of the date said license or certificate is suspended or revoked by an appropriate authority.

23. SOLICITATION OF ADDITIONAL BEHIND-THE-WHEEL DRIVER EDUCATION

The contractor agrees not to solicit students and/or relatives of students to enroll in or purchase behind-the-wheel driver education services or any services or products other than those provided for by this agreement.

24. ADMINISTRATIVE CODE

The program and course of instruction shall in all respects be administered and conducted in accordance with the provisions of Section .0300 et.seq, of Subchapter 6, Title 16 of the North Carolina Administrative Code. Whenever amendments are made to Title 16 of the North Carolina Administrative Code, both the School System and the contractor are responsible for implementing any modifications in the program necessary to implement these changes.

25. TRANSPORTING STUDENTS

The contractor is not required to transport student(s) to class nor from class to their home.

26. 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 the School System.

BLADEN COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
DRIVER EDUCATION SERVICES
October 1, 2026

27. ADVERTISING

In submitting this proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School System.

28. INDEMNIFICATION

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Bladen County Board of Education, its officers, agents, and employees of School System, from and against all claims, damages, losses and expenses, including, but not limited to court costs and attorneys' fees, arising out of or resulting from Contractor's operations under this Agreement. The parties agree that this indemnification clause is an "evidence of indebtedness" for the purpose of N.C. Gen. Stat. § 6-21.2.

29. FUNDING OF PROGRAM

At the time of issuance of this solicitation, the School System has budgeted for the Driver Education program to be fully funded by the district. However, funding is contingent and dependent upon sufficient and complete funding by specific appropriation from the State of North Carolina and /or the State Board of Education as provided by law. In the event that such appropriation and funding shall fail to be made on a timely basis during the contract, the Board of Education shall have the sole right and discretion to terminate this agreement immediately by providing notice to the Contractor of such termination. Should the School System elect to charge a fee to students for driver education (not to exceed the statutory maximum), the contractor will collect student fees on behalf of the School System. The terms of this collection process would be negotiated by the School System and the contractor.

30. AWARD OF CONTRACT

As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to School System as determined upon consideration of such factors as: prices offered; the quality of the program offered; safety; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by School System to be pertinent or peculiar to the purchase in question. The School System reserves the right to reject any and all bids.

31. DEFAULT AND PERFORMANCE BOND

In case of default by the Bidder, School System may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. The School System reserves the right to require a performance bond or other acceptable alternative guarantees from successful bidder without expense to the School System.

BLADEN COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
DRIVER EDUCATION SERVICES
October 1, 2026

32. GOVERNING LAWS

This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

33. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS

Contractor shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Bidder's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at http://sexoffender.ncdoj.gov/. The Bidder shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. School System reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

BLADEN COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
DRIVER EDUCATION SERVICES
October 1, 2026

34. COMPLIANCE WITH APPLICABLE LAWS

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 School System who are not authorized by federal law to work in the United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Bidder shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Bidder is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

36. COMPLIANCE WITH SCHOOL SYSTEM POLICIES

Contractor acknowledges that the Board of Education has adopted policies governing conduct on all property owned by the Board of Education and agrees to abide by any and all relevant board policies while on its property. The contractor acknowledges that these policies are available online on the School System’s website. In particular, Contractor acknowledges that it has received copies of or has access to (via the District’s website) and will abide by all applicable Board of Education policies, including but not limited to policies related to conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students

37. RESTRICTED COMPANIES LIST

Bidder certifies that as of the date of this Contract, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this Contract, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.