MSAD NO. 75

REQUEST FOR SEALED BIDS

Contracted School Bus Driver Services

2026-2027 School Year

Bid Issued	August 19, 2026
Questions Due	August 20, 2026
Sealed Bids Due	August 24 at 11:59 am
Public Bid Opening	August 24, 2026 at 12:00 pm
Opening Location	MSAD #75 District Office
Anticipated Start of Service	August 31, 2026
Notification of Award	By Email Prior to 11:59 PM August 24, 2026

SEALED BID - DO NOT OPEN BEFORE THE DATE AND TIME STATED IN THIS SOLICITATION

District Office

MSAD No. 75
50 Republic Avenue
Topsham, Maine 04086

1. Notice to Bidders

Maine School Administrative District No. 75 ("MSAD No. 75" or "District") is requesting sealed bids from qualified contractors to provide licensed school bus drivers to operate District-owned school buses on certain routes identified in this RFP during the 2026-2027 school year. The purpose of this solicitation is to supplement the District's existing transportation system with qualified drivers for routes the District is unable to staff internally.

The District will provide the school buses assigned to the routes. The contractor shall provide qualified school bus drivers, supervision, insurance applicable to its services, and related administrative support necessary to staff the awarded routes safely and reliably.

Bidders may submit a bid for:

- One individual route;
- Multiple routes; or
- All routes included in this bid solicitation.

The District reserves the right, to the extent permitted by law, to award routes individually, in groups, or collectively based on cost, contractor capacity, qualifications, safety, reliability, and the best interests of the District.

2. Legal Authority

This solicitation is issued pursuant to Maine law governing student transportation, including 20-A M.R.S. §§ 5401 and 5402, and all other applicable federal and state laws, regulations, rules, and requirements governing student transportation and school bus operations.

The successful bidder shall comply with all applicable requirements of:

- Maine Department of Education;
- Maine Bureau of Motor Vehicles;
- Maine State Police;
- Federal Motor Carrier Safety Administration and U.S. Department of Transportation requirements, as applicable;
- Maine school bus laws and rules;
- Criminal History Record Check/fingerprinting requirements;
- Drug and alcohol testing requirements; and
- Applicable MSAD No. 75 policies, procedures, and operational directives.

3. Purpose

MSAD No. 75 is seeking contracted school bus driver services to supplement the District's existing transportation system. Contractors will provide qualified drivers to operate District-owned school buses on the routes identified in Section 5 and Attachment A. Contracted drivers will operate as part of the District's overall transportation program and will be coordinated with the MSAD No. 75 Transportation Department.

The District seeks to maintain:

- Student safety;
- Dependable daily service;
- Qualified drivers;
- Timely communication;
- Regulatory compliance; and
- Fiscal responsibility.

4. Scope of Services

The contractor shall provide qualified school bus driver services for each route awarded. MSAD No. 75 will provide the District-owned school buses assigned to the routes and will remain responsible for vehicle ownership,

registration, inspection, maintenance, fuel, and required vehicle equipment. Contractor responsibilities include the following minimum driver requirements:

Driver Requirements

- Hold the appropriate driver's license, CDL classification, and required passenger/school bus endorsements, when applicable;
- Meet Maine school bus operator requirements and all required training standards;
- Meet applicable medical/physical examination requirements;
- Meet federal and state drug and alcohol testing requirements;
- Have an acceptable motor vehicle driving record;
- Complete all legally required fingerprinting and Criminal History Record Check requirements; and
- Remain qualified throughout the duration of the contract.

No individual may transport MSAD No. 75 students until all required credentials and clearances have been verified.

5. Routes

The District anticipates contracting for four currently open driver assignments: Bus 25-1 (Bowdoinham), Bus 25-2 (Bowdoinham), Bus 25-4 (Bowdoin), and Bus 24-3 (Woodside), subject to final operational needs. The District will provide the buses assigned to these routes. Additional route information is provided in Attachment A - Route Specifications.

Bus / Route	AM Time	PM Time	Daily Miles	Students	Town / Area
25-1	6:15 AM - 9:15 AM	1:50 PM - 4:40 PM	133	155	Bowdoin
25-2	6:15 AM - 9:05 AM	1:50 PM - 4:00 PM	113	165	Bowdoinham
25-4	6:30 AM - 9:00 AM	1:50 PM - 4:15 PM	53	228	Topsham
24-3	6:30 AM - 9:00 AM	1:50 PM - 4:25 PM	84	185	Woodside

Routes, stops, schedules, and student counts may be adjusted by the District based on enrollment, student needs, school schedules, road conditions, safety considerations, or operational requirements. Personally identifiable student information will not be included in the public bid document.

6. Service Requirements

1. Operate each assigned route on every scheduled District school day unless otherwise directed by the District.
2. Arrive sufficiently early to ensure students are delivered to school on time.
3. Operate the District-owned bus assigned to the route and transport students between designated bus stops and assigned schools in accordance with District-approved routes and schedules.
4. Provide consistent drivers whenever reasonably possible.
5. Maintain adequate substitute drivers to avoid interruptions in service.
6. Notify the District immediately if an assigned driver is unavailable.
7. Make every reasonable effort to provide uninterrupted driver coverage for awarded routes.
8. Comply with District expectations regarding student conduct, confidentiality, and safety.
9. Follow District emergency, accident, incident, and communication procedures.
10. Cooperate with District administration and Transportation Department personnel.

7. Backup Service and Capacity

Because continuity of transportation is essential, bidders shall identify their ability to provide substitute drivers.

Number of qualified drivers currently available: _____

Number of substitute drivers available: _____

Maximum number of MSAD No. 75 routes bidder can operate simultaneously:

_____

The contractor must promptly notify the District of any circumstance that could interfere with its ability to operate an assigned route.

8. Driver Documentation

Before beginning service, the successful contractor shall provide a roster of all individuals who may transport MSAD No. 75 students and certify compliance, as applicable, with requirements relating to:

- Driver's license and CDL classification;
- Passenger and school bus endorsements;
- Criminal History Record Check/fingerprinting;
- Driving record;
- Required physical examination;
- Drug and alcohol testing;
- Entry-Level Driver Training, when applicable; and
- Any other state or federal driver qualification.

MSAD No. 75 may request supporting documentation before authorizing a driver to transport District students.

9. Contractor Responsibility for Employees

All drivers and other individuals supplied by the contractor shall remain employees or agents of the contractor and shall not become employees of MSAD No. 75 by virtue of this contract. The contractor shall be responsible for wages, payroll taxes, workers' compensation, employee benefits, training, supervision, licensing, background checks, drug and alcohol testing, and compliance with applicable employment laws.

10. District Employment of Contractor-Provided Drivers

MSAD No. 75 may offer direct employment to any driver supplied by the contractor during or after the contract term. The contractor shall not charge or seek from the District or the driver any conversion fee, placement fee, recruitment fee, buyout, liquidated damages, or other fee or penalty arising from such direct employment. Nothing in this section obligates the District to hire a contractor employee or changes the individual's status as an employee or agent of the contractor unless and until the District directly employs that individual.

11. Insurance

Before beginning services, the successful bidder shall provide certificates of insurance demonstrating coverage acceptable to MSAD No. 75 and applicable to the contractor's provision of driver services, including operation of District-owned school buses. Coverage shall include, at a minimum:

- Commercial automobile liability or other automobile liability coverage applicable to the contractor's operation of District-owned vehicles, as required by the District's insurer/risk management provider;
- Commercial general liability;
- Workers' compensation as required by law; and
- Employer's liability.

The draft School Transportation Services Agreement included with this RFP package sets forth the proposed insurance coverage types and limits. Bidders shall review those requirements and identify any exception in their response. MSAD No. 75 will confirm the final insurance requirements with its insurer/risk management provider before execution of the final agreement. Where appropriate, MSAD No. 75 shall be named as an additional insured. Required insurance must remain in effect throughout the contract period.

12. Accidents and Incident Reporting

The contractor shall immediately notify the MSAD No. 75 Transportation Department of:

- Any motor vehicle accident involving a District student;
- Any student injury;
- Any mechanical failure resulting in an interruption of service;
- Any law enforcement involvement;
- Any significant student behavioral or safety incident;
- Any driver citation, suspension, disqualification, or loss of required credential; or

- Any other event that could reasonably affect student safety or transportation services.

A written report shall be provided when requested by the District.

13. Communication

The successful contractor shall designate a primary contact who can be reached during all hours in which contracted transportation is operating.

Primary Contact: _____

Telephone: _____

Email: _____

Emergency/After-Hours Contact: _____

The contractor must promptly communicate delays, cancellations, accidents, mechanical issues, driver shortages, or other service interruptions.

14. School Cancellations, Delays, and Make-Up Days

The contractor shall follow all MSAD No. 75 decisions regarding school cancellations, delayed openings, early dismissals, emergency closures, and other changes to the school calendar or daily schedule. The District will notify the contractor through its designated communication procedures.

For purposes of pricing and payment:

1. **School Cancellation** - No Driver Services Provided: If the District cancels school due to inclement weather or another emergency and no contracted driver services are provided, the contractor will not be paid the daily route rate for that day.
2. **Built-In Cancellation Days:** The District's school calendar includes a limited number of days to accommodate weather-related or emergency cancellations. If a cancelled day does not result in an additional student attendance day being added to the school year, no additional payment will be made for the cancelled day.
3. **Make-Up Days:** If cancellations exceed the number of days accommodated within the adopted school calendar and the District adds one or more student attendance days to the end of the school year or otherwise schedules a make-up day, the contractor shall provide driver services on those additional days. The contractor will be paid the contracted daily route rate for each additional day transportation services are actually provided.
4. **Delayed Openings:** When the District operates on a delayed-opening schedule, the contractor shall provide driver services according to the adjusted schedule. The regular contracted daily route rate shall apply.
5. **Early Dismissals:** When the District dismisses students early, the contractor shall provide driver services according to the District's adjusted dismissal schedule. The regular contracted daily route rate shall apply.
6. **Emergency Schedule Changes:** The contractor shall make reasonable efforts to accommodate emergency schedule changes communicated by the District. Unless otherwise agreed to in writing, the regular contracted daily route rate shall apply when the contractor provides the regularly scheduled morning and/or afternoon driver services required by the District.

The District will provide the contractor with notice of calendar changes and scheduled make-up days as soon as reasonably practicable.

15. Term of Contract

The anticipated contract term is for the 2026-2027 school year. Services shall begin on or about August 31, 2026 and continue through the final scheduled student day, unless earlier terminated pursuant to the executed contract.

Any extension or renewal shall be subject to applicable Maine law, available funding, satisfactory performance, mutual agreement, and required Board approval. Nothing in this bid obligates the District to extend the contract beyond the initial term.

16. Bid Pricing

Bidders shall provide a fixed daily rate per route. The daily rate must include all costs necessary to provide the driver services, including driver wages and benefits, insurance, training, licensing, background checks, drug and

alcohol compliance, administrative costs, substitute driver coverage, taxes, and all other contractor costs associated with providing the driver services.

Bid Form

Bus / Route	Daily Rate	Estimated Annual Cost*	Can Begin by Required Start Date?
25-1 - Bowdoin	$_____	$_____	Yes / No
25-2 - Bowdoinham	$_____	$_____	Yes / No
25-4 - Topsham	$_____	$_____	Yes / No
24-3 - Woodside	$_____	$_____	Yes / No

*Annual cost is an estimate. Payment will be based on the terms of the executed contract and actual contracted service days.

Package Pricing, if applicable

Daily rate if awarded two routes: _____

Daily rate if awarded three routes: _____

Daily rate if awarded all routes: _____

Other pricing assumptions or conditions:

17. Required Bid Information

Company Information

Company Name: _____

Business Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Years providing student transportation: _____

Capacity

Number of routes being bid: _____

Maximum number of routes company can provide: _____

Number of drivers available: _____

Number of backup drivers: _____

References

Provide at least three references from school districts, municipalities, or comparable organizations for which the bidder has provided transportation services.

Reference 1: _____

Contact / Phone / Email: _____

Reference 2: _____

Contact / Phone / Email: _____

Reference 3: _____

Contact / Phone / Email: _____

Contract Terms Review

The bidder must review the draft School Transportation Services Agreement included with this RFP package. The bidder shall either state “No Exceptions” or identify each term or condition that is unacceptable in its present form and explain how that term or condition could be modified to become acceptable.

Contract exceptions / proposed modifications (attach additional pages if necessary):

_____

_____

_____

18. Required Certifications

By submitting a bid, the bidder certifies that:

- The bidder has authority to enter into a contract with MSAD No. 75.
- The bidder can provide the school bus driver services identified in its bid.
- All drivers will meet applicable state and federal qualification requirements.
- All individuals assigned to MSAD No. 75 will satisfy applicable fingerprinting and background-check requirements before beginning work.
- Required insurance will remain in effect.
- The bidder will comply with applicable drug and alcohol testing requirements.
- The bidder will immediately disclose any circumstance materially affecting its ability to perform the contract.
- The information contained in the bid is accurate and complete.

19. Bid Evaluation

MSAD No. 75 will review each bid for responsiveness, responsibility, cost, driver capacity, safety, and ability to provide reliable driver coverage. Factors may include:

1. Daily and total anticipated cost;
2. Compliance with mandatory bid requirements;
3. Number of routes the bidder can reliably cover;
4. Ability to begin service on the required date;
5. Driver and backup-driver availability;
6. Contractor experience and safety/compliance history;
7. References;
8. Operational reliability; and
9. Overall ability to meet the needs of MSAD No. 75.

The District's objective is to secure reliable driver services in the most economical manner consistent with the safety and welfare of students.

20. Partial Awards

MSAD No. 75 specifically reserves the right to make multiple awards under this solicitation.

- Award one route to one contractor;
- Award different routes to different contractors;
- Award several routes to one contractor;
- Award all routes to one contractor; or
- Decline to award any route, to the extent permitted by law.

A bidder is not required to provide every route in order to submit a bid. Bidders should clearly identify the number and specific routes they are prepared to operate.

21. District Rights

MSAD No. 75 reserves the right, to the extent permitted by law, to:

- Reject any or all bids;

- Waive minor informalities or irregularities;
- Request clarification of a bid;
- Verify information submitted by a bidder;
- Contact references;
- Reject a bidder that cannot demonstrate adequate capacity;
- Award routes separately or in combination;
- Modify route assignments before execution of a contract;
- Cancel the solicitation if it is in the District's best interest;
- Take such other action as is reasonably necessary to protect student safety and the operational interests of the District.
- Select a provider for contract negotiations based solely on the content of the proposals and relevant information obtained from others concerning the bidder's record of past performance; and
- Reject a response for noncompliance with the instructions or requirements of this RFP, including for that reason alone.

An award is not final until approved as required by law and a contract is executed by authorized representatives of the District.

Issuance of this RFP does not commit MSAD No. 75 to pay any costs incurred in the preparation and submission of a proposal, or to procure a contract for any services. Each bidder is solely responsible for all costs incurred in preparing and submitting its response.

22. Questions

Questions regarding the bid specifications shall be directed to:

Attention: Thomas Kane

Title: Director of Transportation

Telephone: 207-729-1608

Email: Thomas Kane

Questions must be received no later than: August 20, 2026 by 8:00 PM

Any material clarification or change to the solicitation will be communicated to bidders in writing.

23. Sealed Bid Submission

Bids must be submitted in writing and sealed. The outside of the envelope or package must be clearly marked:

"BID, NOT TO BE OPENED UNTIL MONDAY, AUGUST 24, 2026 AT 12:00 PM - SCHOOL BUS DRIVER SERVICES"

Sealed bids shall be mailed or delivered to:

Superintendent of Schools
MSAD No. 75
50 Republic Avenue
Topsham, Maine 04086

Bids must be received no later than - Date: Monday, August 24, 2026 **Time:** 11:59 AM

Late bids may be rejected. Electronic or emailed submissions will not be accepted unless the District determines that such submission is legally permissible and expressly authorizes it by written addendum.

Each proposal submitted in response to this RFP shall remain valid for a period of 120 days from the actual date of opening by MSAD No. 75.

24. Public Bid Opening

Date: Monday, 8/24/2026

Time: 12:00 PM

Location: District Office/ Business Office

Sealed bids will be publicly opened at the time and place stated above in accordance with applicable Maine law. Following the opening, the District administration will review bids for compliance, qualifications, driver capacity, and cost and will make an award recommendation as appropriate.

25. Contract Award

The District's draft School Transportation Services Agreement is included with this RFP package. As a condition of a responsive bid to this RFP, the bidder must review the included contract terms and identify any term or condition which, in its present form, is unacceptable to it, and state in its response to the RFP how such term or condition could be modified to become acceptable. The objective of this initial review is to assure that all parties are aware of significant obstacles before investing additional time and resources into this RFP process.

Any award will be contingent upon:

- Verification of required licenses and endorsements;
- Verification of Criminal History Record Check/fingerprinting requirements;
- Verification of insurance;
- Satisfactory references;
- Confirmation of available drivers;
- Agreement to District contractual terms; and
- Approval by the MSAD No. 75 Board of Directors as required.

The District may withdraw an award if a selected bidder is unable to demonstrate compliance before the required start of service.

The proposal and information submitted may be incorporated, in part or in whole, into and made part of any final agreement with MSAD No. 75. The selected provider must execute an agreement with MSAD No. 75 for the services on terms mutually agreeable to the parties. The final agreement will identify the specific awarded route(s), pricing, and applicable service terms.

26. Bidder Signature

The undersigned certifies that the bidder has reviewed the complete bid specifications and agrees to provide the school bus driver services in accordance with the requirements stated herein if awarded a contract.

Company: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Telephone: _____

Email: _____

RFP Package Note: The draft School Transportation Services Agreement is included as a separate document in the RFP package and is incorporated into the bidder review requirements stated above.

Attachment A - Route Specifications

Bus / Route 25-1

Town / Area Served: Bowdoin
Approximate AM Start / End: 6:15 AM / 9:15 AM
Approximate PM Start / End: 1:50 PM / 4:40 PM
Approximate Daily Mileage: 133 miles
Approximate Student Count: 155
Special Operational Requirements: _____

Bus / Route 25-2

Town / Area Served: Bowdoinham
Approximate AM Start / End: 6:15 AM / 9:05 AM
Approximate PM Start / End: 1:50 PM / 4:00 PM
Approximate Daily Mileage: 113 miles
Approximate Student Count: 165
Special Operational Requirements: _____

Bus / Route 25-4

Town / Area Served: Topsham
Approximate AM Start / End: 6:30 AM / 9:00 AM
Approximate PM Start / End: 1:50 PM / 4:15 PM
Approximate Daily Mileage: 53 miles
Approximate Student Count: 155
Special Operational Requirements: _____

Bus / Route 24-3

Town / Area Served: Woodside/ Topsham
Approximate AM Start / End: 6:30 AM / 9:00 AM
Approximate PM Start / End: 1:50 PM / 4:25 PM
Approximate Daily Mileage: 84 miles
Approximate Student Count: 185
Special Operational Requirements: _____

Attachment B - Bid Submission Checklist

Before sealing the bid, the bidder should confirm that the submission contains the following items:

☐ Completed Bid Pricing Form

☐ Routes being bid clearly identified

☐ Company information

☐ Driver and capacity information

☐ Backup driver information

☐ Three references

☐ Insurance information or certificate of insurance

☐ Required certifications

☐ Authorized signature

☐ Any proposal exceptions or assumptions clearly identified

☐ Review of the included draft Agreement completed, with all unacceptable terms and proposed modifications identified (or a statement of “No Exceptions”)

☐ Sealed envelope properly labeled

Attachment C - Maine Legal Reference Notes

These notes are included for District administrative reference and may be removed from the vendor-facing bid packet if desired.

20-A M.R.S. § 5401	Authorizes school transportation and permits a superintendent to contract for transportation, subject to the statutory bidding process and required approvals.
20-A M.R.S. § 5402	Establishes the written sealed-bid process, prohibits opening bids before the appointed time, and requires a public opening at the time and place stated in the notice.
Driver / CHRC Requirements	Contracted personnel transporting students must satisfy applicable licensing, qualification, fingerprinting, and Criminal History Record Check requirements before assignment.
Insurance / Final Contract	Insurance coverage types and limits, indemnification, termination, default remedies, and other final contract provisions should be reviewed by District counsel and the District's insurer/risk management provider before award.

Attachment D - School Transportation Services Agreement

School Transportation Services Agreement

This Agreement is made as of August ___, 2026 by and between Maine School Administrative District No. 75, Superintendent's Office, 50 Republic Avenue, Topsham, Maine 04086 (the "District") and [Vendor], [Address] (the "Contractor").

Term Of Agreement

This term of this Agreement shall begin on August 30, 2026 and shall continue in effect until June 30, 2027, unless earlier terminated as provided in this Agreement. Any extension shall occur only by mutual written agreement of the parties.

Description of Service

Pursuant to the terms of this Agreement, and solely as an independent contractor, Contractor shall supply drivers to supplement the District's existing transportation system, as outlined in the Contractor Proposal and District's Request for Sealed Bids, both attached as Exhibit A and incorporated into this Agreement (the "Services"). Contractor and its drivers shall perform the Services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services. The contracted routes will operate as part of the District's overall transportation program and will be coordinated with the District's Transportation Department. The District may contract with companies or individuals other than Contractor for similar services. The Contractor does not have an exclusive right to provide these Services to the District. This Agreement does not obligate the District to use the Contractor's services in all situations involving the transportation of students.

The closing of a school in the District, the discontinuance of transportation for a school or the opening of a new school shall not void or change any provision of this Agreement. The District shall have the right to modify bus routes, to eliminate a bus route, or to combine bus routes, upon reasonable notice to the Contractor. The District shall also have the right to change the school time schedule. The District shall have final discretion to determine bus loads, destinations, and pick-up and unloading points. The District Superintendent or its designee shall inform the Contractor, as soon as reasonably possible, when schools are to be closed because of weather or by reason of any other condition that might arise.

The Contractor is expected to stay in close contact with school officials and keep abreast of school concerns and act to resolve potential difficulties before they become a problem. The Contractor will be expected to keep school officials informed of problems and changes. The District shall have the right to inspect any bus or vehicle operated by a Contractor driver at any reasonable time. Representatives of the District may at any time ride on buses for the purpose of monitoring factors such as service, discipline, and pupil loads. The Contractor shall appoint and identify to the District a supervisory representative who shall be responsible for coordinating the Services with the District.

Drivers

Contractor shall only provide drivers of good reputation who are trained in the operation of the vehicle to which they are assigned, are knowledgeable of pupil transportation laws and regulations of the State of Maine, and are polite, courteous and tactful. The contractor will meet with school officials and/or parents as needed to communicate, coordinate, and assist in transportation related matters. It is expected that the Contractor, at its expense, shall provide training to all of its drivers on an annual and as needed basis, and insure that all drivers meet state and federal guidelines for bus drivers. Drivers' training will include transportation requirements for special needs students and methods of student management.

Contractor warrants that it has sought and reviewed character references on all drivers, and that all driver's driving records have been checked and backgrounds have been investigated for criminal activity as required by State of Maine law and that only drivers (including substitutes and volunteers) without any driving violations or convictions as described in this Agreement, and without negative character references, will be assigned to transport District students. The contractor will provide a copy of all such records to the District. All drivers (including substitutes and volunteers) shall at all times hold a valid State of Maine driver's license, CDL classification, and required passenger/school bus endorsements, when applicable, and shall conform to all pertinent sections of State of Maine law, particularly as they refer to licensing, training, operator requirements, and medical/physical examinations.

Contractor shall supply to the District all information that is brought to Contractor's attention regarding charges and/or convictions against any drivers for moving motor vehicle offenses and all criminal actions involving moral turpitude, use of alcoholic beverages and/or drugs occurring during the term of this Agreement promptly upon such information being brought to its attention. Contractor agrees to require drivers, as a condition of employment, to notify Contractor of all arrests, charges, or convictions regarding such offenses, and further agrees to immediately suspend any driver charged with such offenses from all duties involving driving a bus on behalf of the District, if required to do so by the District, pending final resolution by the Courts or other authorities of said charges. In the event of a finding against any driver on such charges or offenses or in the event a driver's license to drive is suspended or revoked, said driver will be terminated by the Contractor from all duties involving driving a bus on behalf of the District. The Contractor agrees that the District shall have the right to require removal of any driver, substitute driver, or volunteer driver whose conduct, in its sole discretion, is inappropriate, unsafe, illegal or otherwise unsatisfactory.

All responsibility for hiring and termination of personnel shall be that of the Contractor, with due consideration given to the requests made by the District.

Federal/State/Local Laws

Contractor shall comply with all requirements of applicable federal, state, and local laws, including without limitation school bus laws and rules, criminal history record checks/fingerprinting requirements, drug and alcohol testing requirements, and privacy laws, and of applicable agencies, including without limitation the Maine Department of Education, the Maine Bureau of Motor Vehicles, the Maine State Police, and the FMCSA and USDOT, and all applicable District policies, procedures, and operational directives regarding bus transportation.

Compensation

For Services provided, the District will pay the Contractor the pricing indicated in Exhibit A. Such pricing shall not be increased during the term of this Agreement. The contractor shall submit a monthly invoice to the Department detailing the Services provided for the prior month. The District shall pay any undisputed fees in each invoice within 30 days of receipt.

Contractor shall maintain all books, documents, payrolls, papers, accounting records and other compilations of data pertaining to this Agreement to the extent and in such detail as shall properly constitute claims for payment under this Agreement. All such records shall be kept for a period of 7 years or for a longer period if specified herein. The District or any of its authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of the Contractor's data pertaining to this Agreement. Such access shall include on-site visits.

Termination

This Agreement may be terminated by the District without penalty (1) and without cause upon 30 days prior written notice to Contractor, in which event the Contractor shall be paid for Services performed before the effective date of termination, or (2) upon written notice to Contractor in the event of (a) an act of bankruptcy by the Contractor or adjudication of the Contractor as a bankrupt; (b) assignment by the Contractor for the benefit of creditors; (c) Contractor's breach of any term of this Agreement which the Contractor does not remedy within 10 days of receipt of written notice from the District; or (d) failure of the Contractor to furnish the Services, including an adequate complement of drivers, or to comply with any terms, conditions and covenants of this Agreement.

Contractor may terminate this Agreement upon written notice to the District if the District fails to pay any undisputed invoice within 60 days of receipt and fails to cure such nonpayment within 10 days of receipt of written notice from Contractor.

All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any single remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

Force Majeure

In the event either party is unable to perform its obligations under this Agreement because of any act of God, civil disturbance, fire, extreme inclement weather, impassable roads, riot, war, picketing, strike, labor dispute, labor shortages, governmental action, pandemics, epidemics or any condition or cause beyond its reasonable control, the other party shall excuse the impacted party from performance under this Agreement to the extent and during the period that it is unable to perform for such reason. If the period during which the impacted party is unable to perform exceeds 30 days, the other party may terminate this Agreement without penalty.

Indemnification

Except to the extent (1) the District is deemed negligent by a court of law, (2) the claim arises from student-upon-student violence, or (3) the claim arises from Contractor's good faith adherence to the District's policies, procedures, or directives, the Contractor shall indemnify, defend, and hold harmless the District and its committees, and each of their officers, employees, subcontractors, and agents from and against any and all claims, damages, liabilities, injuries, expenses, and losses, including reasonable defense costs and attorneys' fees, arising out of Contractor's and its employees', subcontractors', and agents' performance under this Agreement, including without limitation bodily injury or property damage arising out of the acts or omissions of Contractor's employees, subcontractors, or agents, and Contractor's failure to perform all obligations owed to its employees, including any claim Contractor employees might have or make for privileges, compensation, or benefits under any District or State employee benefit plan, and all sums that are due and owing to the Internal Revenue Service or any state taxing authority for any state and federal taxes. For purposes of the foregoing indemnity, the Contractor waives any immunities to which it may be entitled under worker's compensation laws, and assumes potential liability for actions brought by its own employees. This obligation of indemnification shall survive the expiration or termination of this Agreement for any reason.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to expand upon the limits of liability set by the Legislature under the Maine Tort Claims Act.

Insurance

Contractor shall at all times during the term of this Agreement maintain the following insurance coverages:

Commercial General Liability (CGL) Coverage:	$2,000,000 per occurrence;
Commercial Automobile Liability Coverage:	$2,000,000 combined single limit with $2,000,000 uninsured motorist;
Workers' Compensation:	As required by Maine law;
Employer's Liability:	$1,000,000 per employee and per event.

The CGL coverage shall name the District as additional insured. Upon request, the Contractor shall furnish the District with satisfactory evidence of this insurance and the policies shall provide for at least 30 days' notice to the District prior to cancellation. All insurance shall be written as primary policies and shall not be contributing with or in excess of coverage that is or may be carried by the District. Contractor agrees that it and its insurer(s), employees, subcontractors and anyone claiming by, through, or under the Contractor or for the Contractor's benefit shall not have a claim, right of action or right of subrogation against the District based on any liability or loss under the Contractor's insurance or such other person's insurance.

Miscellaneous

This Agreement is governed by and shall be interpreted under the laws of the State of Maine, and any legal action arising under any of the provisions of this Agreement must be brought in the Superior Court, Sagadahoc County, State of Maine. The prevailing party shall be entitled to its reasonable attorneys' fees and costs.

This Agreement may not be assigned or subcontracted by Contractor without the permission of the District. This Agreement shall be binding upon the Contractor and its permitted successors and assigns.

Notices under this Agreement relating to its term, its extension or termination, any alleged breach, or an indemnity claim or dispute, must be in writing and sent by certified mail, return receipt requested, to a party at that party's address as stated above. Notices will be deemed effective upon receipt or refusal of receipt.

A party's failure at any time to enforce any of the provisions of this Agreement will not be construed to be a waiver of such provision or rights, or to affect the validity of this Agreement. The exercise by a party of any right under the terms or covenants herein will not preclude or prejudice the continued existence of the same or other rights under this Agreement. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. This Agreement contains the entire agreement of the parties relating to its subject matter, and may not be amended except by a writing executed by the parties.

The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement. Facsimile, electronic, and digital copies of this document, including properly executed PDF versions of this document, are regarded as original instruments by the parties, and electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Maine School Administrative District No. 75	**[Vendor]**
By:_____	By:_____
Heidi O'Leary, Superintendent	Name and Title: