

Wakefield School District
SAU 101
Transportation Committee Meeting
Agenda

SAU Conference Room
76 Taylor Way
Sanbornville NH, 03872

Date: Tuesday, August 18, 2026 at 5:15pm

1. First Student Contract Extension
2. RFP for FY 28

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 19th day of August 2024, by and between Wakefield School District with principal offices at 76 Taylor Way, Sanbornville, New Hampshire 03872 hereinafter called "District"), and First Student, Inc., with its principal place of business at 191 Rosa Parks Street, 8th Floor, Cincinnati, Ohio 45202 and local business offices for purposes of this Agreement at 121 Whitehouse Rd Rochester NH (hereinafter called "Contractor") (each a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS District has selected Contractor to provide the student transportation services; and

WHEREAS Contractor desires to provide such student transportation services.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall commence on August 12, 2024 and shall continue through June 30, 2027 ("Term") for one hundred and eight (180) school days according to the school calendar. Except as otherwise provided herein, District agrees to compensate the Contractor at the rates specified in Exhibit A, which assume a total of one hundred and eighty (180) student transportation days.
- 1.2 This Agreement may be extended by mutual written agreement for two (2) additional one-year periods, the negotiation process for each extension including the negotiation of new economic terms, to occur on or before February 1st of the preceding Contract Year. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1st and ending on June 30th during the Term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the Term, provide transportation service as described herein.
- 2.2 District and Contractor will consult on a regular basis concerning the transportation requirements of District. In the event of increases or decreases in the number of students requiring transportation, or in routes or schedules, the number of vehicles and the number of spare buses will be adjusted accordingly. With notice to Contractor, District may increase or decrease service levels to be provided by Contractor under this Agreement. However, where such increases or decreases materially impact the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in Exhibit A, Contractor shall be permitted to adjust rates proportionately to cover increases or decreases in cost structure associated with such changes by District. For purposes of the determination of whether an increase or decrease is material, the Parties acknowledge that

the Contractor will run fourteen (14) routes, comprised of seven (7) serviced by Type I vehicles and four (4) serviced by Type II vehicles at the beginning of the 2024-2025 school year.

- 2.3 Contractor shall have thirty (30) days following notice of such changes to make operational adjustments to meet District requirements.
- 2.4 District will use Contractor as District's sole and exclusive provider for all of District's home-to-school and Charter Transportation at rates to be negotiated by the Parties. "Charter Transportation" shall mean the outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose.
- 2.5 Within sixty (60) days of execution of the Agreement, Contractor shall provide notice to the District of whether it intends to purchase all or part of the District's current fleet. The Parties acknowledge that execution of this Agreement does not obligate the Contractor to purchase any vehicles from the District.

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for all services rendered hereunder, District shall pay to Contractor all sums due and owing for transportation services in accordance with the rates set forth in Exhibit A.
- 3.2 Contractor will submit to District a monthly statement of its services rendered during the prior month. District shall pay all undisputed amounts due to the Contractor on or before the 10th business day following the date on which the statement has been submitted.

If any portion of the billed service in the statement is disputed by District or the District seeks a revised invoice, District shall deliver written notice specifying the disputed amount or requested revisions to the Contractor within five (5) business days of receipt of the statement by District. In the absence of District timely providing said written notice, District waives any right to dispute said statement or reject the invoice in the future. All disputes shall be resolved pursuant to the Dispute Resolution clause of this Agreement.

In the event that District fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days, Contractor shall be entitled to charge interest on unpaid amounts at the rate of the lesser of 1.5% per month or the maximum amount allowed by state law. In the event of repeated delinquency by District, Contractor shall have the right to request a deposit or payment bond from District before resuming service. Without limitation, Contractor shall be entitled to court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement.

SECTION 4: ESCALATION

- 4.1 District and Contractor recognize that certain of Contractor's costs are subject to change during the term of this Agreement. As such, District and Contractor have negotiated escalation amounts set forth in Exhibit A.
- 4.2 In the event of unusual circumstances, such as changes in local, state, or federal taxes, laws or regulations, District directives or specifications, increased insurance or surety premiums,

increased employee benefits or wages, or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the Parties shall determine a reasonable and proportionate amount to cover such increase; and rates of Contractor compensation set forth in Exhibit A shall be adjusted to reflect such increase. If the Parties do not agree to a rate increase, Contractor shall have the right to terminate this Agreement upon not less than thirty (30) days' notice.

- 4.3 In the event of a driver shortage in the local market, the Parties will negotiate in good faith to cover the cost of any incremental wage and benefit increase necessary to recruit and retain drivers as well as any additional travel and expense costs associated with using non-local drivers to alleviate the shortage.

SECTION 5: FACILITIES AND FUEL

- 5.1 District will provide all fuel required for the operation of buses.
- 5.2 Contractor shall provide maintenance and administrative facilities needed to provide service under this Agreement. District will provide a location for parking of buses designated for District use (the "Lot"). District shall be responsible for all maintenance related to the Lot, including but not limited to plowing, and all utility costs of the Lot.
- 5.3 In consideration of its use of the Lot, Contractor shall apply a \$500 credit towards each of the District's monthly invoices for November through March (five (5) invoices) for a total credit of \$2,500 per Contract Year.

SECTION 6: ROUTES AND SCHEDULES

- 6.1 Contractor shall be primarily responsible for planning all routes, stops and schedules. Contractor shall furnish District a complete route map on or before the first day of enrollment of each school year.
- 6.2 District shall furnish Contractor service dates with a list of student names and addresses at least forty-five (45) days prior to the start of each school year, from which Contractor will construct a complete route map.
- 6.3 Performance of the routing and other services under this Agreement may entail the disclosure of personally identifiable information from student education records protected by the Family Educational Rights and Privacy Act (FERPA) ("Student Information"). For the purposes of this Agreement, Contractor will be designated as a "school official" with "legitimate educational interests" in Student Information, as those terms have been defined under FERPA and its implementing regulations and will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on District. To that end, any personally identifiable information, as that term is defined by FERPA, may be used by Contractor only for the purposes for which disclosure was made.
- 6.4 Notwithstanding the foregoing, District reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business

days after notice is received from District. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those students whose service has been changed. Contractor shall consult with District regarding stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. If any stop or portion of a route remains unchanged by District after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide District with alternative designations by written notice. In those instances where District establishes the routes and schedules and/or makes any changes thereto, District will be responsible for and will defend, indemnify, and hold harmless Contractor for any and all loss, liability or costs alleged to have been caused or related to routing or scheduling.

SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within thirty (30) business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided by using the same degree of care used to protect its own confidential information.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both Parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall immediately notify the Superintendent of Schools, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available.
- 7.4 If Contractor provides District with audio or video recordings or any other records that include private or personally identifiable information, District shall handle such records in accordance with applicable local, state, and federal law and shall hold harmless, indemnify, and defend Contractor for any failure to comply with applicable law.

SECTION 8: INDEMNIFICATION

- 8.1 Contractor agrees to indemnify, hold harmless, and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by the negligence or willful misconduct of Contractor, its agents, or employees in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees; student upon student violence; routing or scheduling; or Contractor's good faith adherence to District's policies, procedures, or directives.

- 8.2 District agrees to indemnify, hold harmless, and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused the negligence or willful misconduct of District, its agents, or employees in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.
- 8.3 Notwithstanding the foregoing, (a) each Party shall advise the other Party in writing of any claims, notices, or additional information received by it or of which it becomes aware for which such Party will seek indemnification hereunder, in such time and manner as not to impair or prejudice the ability of the indemnifying Party to defend such claims or investigate such notice, (b) each Party shall provide the indemnifying Party with the cooperation and assistance necessary to defend such claim requested by the indemnifying Party, and (c) neither Party shall settle or compromise any claim admitting the fault, liability, or negligence of the other Party without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The obligations set forth in this paragraph shall survive the termination of this Agreement. As it applies to both Parties, nothing in this Agreement shall be construed to prevent or reduce the immunities from civil liability granted by applicable law.

SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability- including Bodily Injury, Property Damage, Personal Injury, and Advertising Injury with limits of \$2,000,000.00 each Occurrence/\$2,000,000.00 General Aggregate; Automobile Liability limits of \$2,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired, and non-owned autos. Upon request, Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured. but only with respect to liability for bodily injury, property damage, or personal injury arising directly out of Contractor's negligent or willful acts or omissions. Insurers shall maintain a minimum A.M. Best's & Company rating of A. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws under which Contractor shall operate for this Agreement.
- 9.2 District will, at its own expense, procure and keep in force general liability insurance as is customary in the business including Bodily Injury, Property Damage, Advertising Injury and Personal Injury and at limits of not less than \$2,000,000.00. District will list Contractor as an additional insured and provide a certificate of insurance evidencing such coverage.

SECTION 10: FORCE MAJEURE

- 10.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, cyber-attack, power or communications outage, picketing, strike, pandemic, epidemic, labor dispute, labor shortages, supply chain disruption, fuel shortage, governmental action or any other condition or cause beyond Contractor's control (each a "Force Majeure Event"), District shall excuse

Contractor from performance under this Agreement for the duration of such Force Majeure Event.

SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever school is closed and student transportation is suspended for the day, for any reason, including, but not limited to, inclement weather, impassability of roads, facilities issues, or illness, District shall notify Contractor on each day of such closure by or before 5:00am so that Contractor may suspend operations and provide sufficient notice to its workforce not to report to work. District shall compensate Contractor the full scheduled daily rate for days when District fails to provide such notice to Contractor; provided, however, this Section 11.1 only applies to closures that do not decrease the total number of student transportation days as set forth in Section 1.1. If a closure will decrease the total number of student transportation school days set forth in Section 1.1, Contractor shall be compensated in accordance with Section 11.3.
- 11.2 If the regular school day schedule is changed resulting in late start, early dismissal or the cancellation of scheduled Charter Transportation, District shall provide one hour notice to in order for Contractor to adjust operations and adequately notify its workforce of the change. District shall compensate Contractor for all costs incurred due to failure to provide adequate one hour notice. Notwithstanding the foregoing, in the event of circumstances which necessitate a schedule change, Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible under the circumstances presented.
- 11.3 If District suspends service for any reason, including, but not limited to, a Force Majeure Event as defined in this Agreement, and such suspension alters the total number of student transportation days set forth in Section 1.1, District shall compensate Contractor for all fixed costs associated with Contractor's performance of this Agreement from the first suspended/cancelled day through the end of the cancellation/suspension period. For purposes of this Agreement, fixed costs include but are not limited to costs associated with maintaining average employee wages and benefits, overall management and administration costs, facilities cost, fleet investment, maintenance, technology, insurance, and other ongoing operations costs.

SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive student transportation safety program.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers, including but not limited to administering an Epi Pen.

SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and act as Contractor's liaison to District. Contractor will designate a crisis management contact person for emergency contact with District. Prior to the start of the school year, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.

- 13.2 District shall designate management personnel who shall be responsible for coordination of the student transportation requirements of District and act as District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service. Upon request from the District, and subject to availability, the Contractor shall provide monitors to support the delivery of the transportation services, in accordance with the rates set forth in Exhibit A.
- 14.2 Contractor shall take reasonable steps to ensure that its employees act professionally and appropriately around all students and District staff. Contractor shall not knowingly permit its drivers to smoke on the bus, or to violate any federal or state law related to the operation of a vehicle while intoxicated or under the influence of any prohibited substance.
- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request that Contractor remove from service to District any driver, aide or monitor who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore, and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. Unless prohibited by law, District shall indemnify, defend, and hold harmless Contractor from and against all claims, expenses, or liabilities by or to a removed Contractor employee arising from the removal of that employee based on District's request.
- 14.4 Contractor shall provide drivers that are fully qualified, trained and licensed as required by the U.S. Department of Transportation (USDOT) and any applicable state law or regulation. Contractor agrees that each driver shall:
- 14.4.1 Possess a valid Commercial Drivers' License as required by the USDOT for school bus drivers or such other drivers' license or permit required for any smaller passenger vehicle.
- 14.4.2 Be certified by a USDOT medical examiner as medically qualified as required by the USDOT under federal law. The physical examination shall be conducted prior to employment and periodically thereafter.
- 14.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent required by applicable law.
- 14.4.4 Prior to employment and periodically thereafter, to the extent required by law and/or by the USDOT under its mandatory drug and alcohol testing requirements for school bus drivers, undergo such drug and alcohol testing to verify that the driver is not engaged in

any prohibited or unsafe vehicle operations. Any driver that fails a drug or alcohol test or refuses to take such test will be subject to immediate disqualification.

SECTION 15: TRAINING REQUIREMENTS

- 15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. Upon request, District shall have the right to review course content.
- 15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers or communicate with drivers without Contractor notice and approval.

SECTION 16: VEHICLES AND EQUIPMENT

- 16.1 All vehicles supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by applicable law and regulation. All vehicles shall be no more than ten (10) years old at any time during the Term; provided, however that this age requirement shall not apply to the first Contract Year of this Agreement. Contractor shall maintain the vehicles supplied by Contractor and used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.
- 16.2 The prices included with this Agreement do not include seat belts on school buses. If District or any government agency shall during the term of this Agreement mandate that Contractor provide seat belts for use in school buses, the Parties shall negotiate in good faith alternative pricing and availability of vehicles to service District under this Agreement. If District or any governmental agency imposes additional equipment requirements on any of Contractor's vehicles during the term of this Agreement (including, but not limited to, new technology or equipment relating to safety or emissions standards), which are specific requirements for continued operation of the vehicles, Contractor and District shall negotiate price increases applicable to such equipment installation and any associated increase in vehicle maintenance costs.
- 16.3 Contractor agrees that all Contractor school buses shall be equipped with sufficient communications technology acceptable to the District to maintain communications while on route. Contractor agrees to perform an inspection of such equipment prior to the start of the school year and periodically thereafter to ensure proper performance. When an inspection reveals equipment malfunction, Contractor shall promptly repair or replace such equipment.
- 16.4 District shall reimburse the Contractor for all expenses related to public health mandates arising during the term that require operational or equipment changes to vehicles in the provision of transportation services.
- 16.5 District shall excuse Contractor from performance for service disruptions caused by vehicle or equipment supply chain delays. When available, Contractor shall utilize substitute equipment

and vehicles conforming to applicable state standards without penalty to cover service for the duration of the disruption caused by supply chain delays.

- 16.6 District may direct Contractor to perform additional tasks not specifically described in the Scope of Services. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort. Costs associated with such assignments shall be invoiced to District at rates set forth in Exhibit A.

SECTION 17: PUPIL DISCIPLINE/VANDALISM

- 17.1 The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to operate Contractor's buses properly and safely. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a vehicle for misbehavior except in the event of an extreme emergency endangering the safety of other students or drivers and then only after radio notice to Contractor's terminal and to the student's building or school principal. In all cases of disciplinary ejection, the vehicle shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. District and Contractor will, in the event Contractor determines that a student poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such student. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.
- 17.2 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written concurrence by District, refuse to provide a student with transportation services until vandalism damages caused by such student are paid.

SECTION 18: ASSIGNMENT

- 18.1 This Agreement shall not be assigned by the Parties hereto, without the written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Contractor may, without approval, assign the Agreement to a parent company, subsidiary, related or affiliated company. Furthermore, a Contractor shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all its assets.

SECTION 19: TERMINATION

- 19.1 If either Party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other Party to terminate this Agreement in accordance with the following procedure: The non-defaulting Party shall give the offending Party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the

violation. If at the end of such 30-day default notice period, the Party notified has not remedied the purported violation or taken steps to do so, the non-defaulting Party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting Party shall give the defaulting Party not less than thirty (30) business days' notice of termination. If the non-defaulting Party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.

19.2 District has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to governmental funding deficiencies, District shall give written notice to Contractor on or before February 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the Contractor will make reasonable efforts to offset costs in the event of a termination, District shall reimburse the Contractor in full for costs incurred by Contractor as the result of such early termination, including, but not limited to, retrofit and redeployment of vehicles, contract close-out costs, facility/property related expenses associated with closure of property and sale as appropriate, and fueling infrastructure (including infrastructure for electric vehicles) and related costs, and all other associated termination costs. In the event that governmental funding is restored following a termination of this Agreement under this Section, the Contractor shall be entitled to a right of first refusal to provide continuing service to District under this Agreement.

19.3 Either Party may terminate this Agreement for convenience upon not less than sixty (60) days' prior written notice to the other Party.

SECTION 20: DATA RIGHTS

20.1 District hereby grants to Contractor the right and license to (a) use, store, create derivative works from, sublicense, translate, format, distribute, and otherwise process Service Data as required in the performance of Contractor's obligations under this Agreement; (b) use Service Data to improve, enhance, and support the nature, quality and features of Contractor and Contractor affiliate products, software, and services; and (c) create and develop adaptations, analyses, derivatives, modifications, reports, and summaries of Service Data, provided that Contractor complies with applicable privacy law and the resulting materials do not contain personally identifiable information. All adaptations, analyses, derivatives, modifications, reports, and summaries of Service Data described in the foregoing subsection (c) shall be deemed to be Contractor data. "Service Data" means data collected by, provided to, or processed by Contractor, or input by or on behalf of District, through or in connection with District's use of the Services, including location and routing data generated by, collected by and/or transmitted through products installed in vehicles.

SECTION 21: SURVIVAL

21.1 The mutual obligations described in Compensation and Billing, Data Rights, and Indemnification hereof shall survive the termination or expiration of this Agreement.

SECTION 22: STATUS OF CONTRACTOR

22.1 Contractor shall be an independent contractor employed by District to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

SECTION 23: SEVERABILITY

23.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect.

SECTION 24: MODIFICATION

24.1 Contractor and District may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the Parties.

SECTION 25: NOTICE TO PARTIES

25.1 All notices to be given by the Parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered, or certified mail.

Notices to District shall be addressed to:

Wakefield School District
76 Taylor Way
Sanbornville, New Hampshire 03872
Attention: Business Administrator

Notices to Contractor shall be addressed to:

First Student
121 Whitehouse Road
Rochester, NH, 03867
Attention: Location Manger

With a copy to:

First Student, Inc.
191 Rosa Parks Street, 8th Floor
Cincinnati, OH 45202
Attention: General Counsel

25.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 26: ENTIRE AGREEMENT

26.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

SECTION 27: COMPLIANCE WITH THE LAW

27.1 Notwithstanding any contrary provision in this Agreement, the Contractor shall comply with federal, state, and local laws, rules and regulations in providing transportation services described herein.

SECTION 28: DISPUTE RESOLUTION

28.1 The Parties shall negotiate in good faith to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation within sixty (60) days of dispute shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the Parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the Parties from agreeing in the future to submit a dispute to arbitration.

SECTION 29: PLACE OF CONTRACT/CONTROLLING LAW

29.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio, without regard to conflict of law principles. The Parties agree that any action at law or equity instituted against either Party to this Agreement must be commenced only in the Hamilton County, Ohio Common Pleas Court or the United States District Court for the Southern District of Ohio. District Irrevocably consents to the personal jurisdiction of the state and federal courts of Ohio as set forth above.

SECTION 30: AUTHORITY

30.1 Both Parties warrant that they are properly authorized to enter into this Agreement.

SECTION 31: PUBLIC OBLIGATION

31.1 District acknowledges that this Agreement serves a public purpose and that any payments associated with this Agreement for the provision of any aspect of student transportation services promotes a public purpose and is for the public welfare.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement the day and year first hereinabove written.

First Student, Inc.

Wakefield School District

By: Ben Henry
Name: Ben Henry
Title: AGM

By: Frank Markiewicz
Name: FRANK MARKIEWICZ
Title: Business Administrator

Per bus/Per day*

Annual Total Cost Based on Per Bus/Per Day

**Wakefield School District
76 Taylor Way
Sanbornville, NH 03872
(603) 871-8502**

Request for Proposals

School Bus Transportation Services

Sealed proposals marked "Sealed Transportation Proposal" Friday August 28, 2026 at 12:00 pm to the SAU Office, 76 Taylor Way, Sanbornville, NH 03872.

The Wakefield School District reserves the right to accept or reject any and all bids or proposals received or any parts thereof for any reason whatsoever, to waive any informalities in any bid or proposal or in any provision the request for bids or proposals, to negotiate with any or all proposers, to require a modification of the RFP at any time, and to select the proposer whom, the District, in its sole discretion determines is in the best interests of the District even though the proposer may not submit the lowest bid or proposal. Under no circumstances will the district be responsible for the cost of preparing any bid or proposal.

All bids are governmental records subject to public disclosure under the Right-to-Know Law. The district will not accept bids marked confidential in whole or in part.

Proposals will be publicly opened at the School Administration Office located at 76 Taylor Way, Sanbornville, New Hampshire. The contents of all proposals will be open to inspection by interested parties at the time of opening or by appointment thereafter.

Wakefield School District - Transportation Services RFP

Wakefield School District Request for Proposals

The Wakefield School District (the "District") is soliciting proposals from qualified Carriers to provide daily school bus transportation for regular and special education students, and transportation for extracurricular activities, through a contract for services with an initial term of five years commencing on July 1, 2027.

The Wakefield School District is a Pre K-8 public school system serving approximately 401 students with At the Paul Elementary School, Additionally, the District provides transportation for grades 9-12 Wakefield High School students who attend Spaulding High School as their high school.

Background Information

The Carrier is responsible for establishing daily bus routes, times, and bus stops (in consultation with District Administration) and approving extracurricular trips. The district reserves the right to make changes in bus routes, scheduling, bus stops, and student pick-up lists when such changes are in the best interest of the district and its students. Any such changes must be properly authorized by the district.

The approximate number of pupils currently being carried on daily school bus routes, include the following:

Paul Elementary School a K-8 school	401
Spaulding High School:	147

SPECIFICATIONS FOR PUPIL TRANSPORTATION

A. SPECIFIC PROVISIONS

1. GENERAL SCOPE

Pupil transportation services include, but are not limited to, furnishing vehicles, operators, fuel, insurance, repairs and service, and inspections and certificates. Services also include route planning and serving as a focal point in providing route and schedule information to school officials, families and pupils.

2. DAILY TRANSPORTATION SERVICES

Times shown below are for the 2026-2027 school year. The district reserves the right to change these times as necessary to meet educational needs. Pupil transportation shall be provided as follows, to and from:

- a Paul Elementary School (Sanbornville, NH) - grades K-8. Pupils shall be transported in the morning to arrive at 8:15 am. Pupils shall be transported from school in the afternoon. Buses shall be assembled and ready to load at 3:00 pm.

Wakefield School District - Transportation Services RFP

- b Spaulding High School (Rochester, NH)- grades 9-12. Pupils shall be transported in the morning to arrive by 7:15 am. Pupils shall be transported from school in the afternoon. Buses shall be assembled and ready to load at 2:00 pm.

Transportation services as stated above shall be provided with a **maximum of (7) buses** for regular education students. **The capacity for each bus shall be 77 passengers. An additional 14 passenger bus** is needed for in-district special education students. The objective is to transport pupils using no double runs. Alternatives to the "no double run" plan will be considered as long as it can be demonstrated that the majority of students are being transported using the "no double run" concept. The goal of the administration is to minimize the time pupils are spending on the school grounds prior to and after School. Three Vans or small bus for Out-of-District students.

3. SCHOOL YEAR

- a The contract amount is based on providing pupil transportation for 180 days each school year. The per diem rate is the total cost of the services outlined in Paragraph 2 above, divided by 180.
- b Administration may find it necessary to adjust the school schedule. Sometimes advance notice can be given as is the case with pre-planned early release days or lengthened school days. Other times no advance notice can be given as is the case with weather emergencies, heat outages or other emergencies which may from time to time occur. Adjustments for such emergencies typically consist of canceling school, delaying the starting time or closing school early as determined by the Superintendent of Schools or designee. The Carrier is responsible for changing the service on such days to meet school needs. No additional payment will be made due to adjusted daily schedules or for days canceled and added at the end of the school year. The Carrier shall only be paid for days that it transports the district's students.

4. EXTRACURRICULAR, FIELD AND/OR ATHLETIC TRIPS

The Carrier shall make every effort to meet all field trip and athletic event transportation needs of the district. In those instances where all Carrier's resources are fully committed, the district shall have the right to utilize the services of other transportation providers.

- a. Field Trips: Field trips are scheduled for the most part during school hours. There may be occasions when certain trips will run beyond the normal school day. Field trip scheduling shall be permitted by the Carrier in advance starting August 1st of each school year, on a first come, first served basis.
- b. Athletic Events: Athletic events are scheduled for the most part after school hours. There may be occasions when certain trips will run into the normal school day. Athletic trip scheduling shall be permitted by the Carrier in advance starting August 1st of each school year, on a first come, first serve basis.
- c. Payment for these trips shall be in accordance with Schedule A, attached. The extra-curricular minimum charge applies only when the time of the extracurricular, field, or athletic trip overlaps the time buses are committed to daily "to and from" school runs.
- d. The district shall offer the Carrier the opportunity to provide transportation for all extracurricular, field and athletic trips when commercial services are required. The Carrier has the right of first refusal.

5. ROUTE PLANNING

The Carrier is responsible for establishing routes and bus stops in accordance with School Board policies.

- a. Routes will be assigned a regular driver. These route assignments will take precedence over assignments to charters and special assignments.
- b. Bus routes shall be constructed with the objective that no student will be required to ride longer than forty-five (45) minutes on any trip.
- c. The proposed schedule shall be submitted by the Carrier to the Superintendent's Office, or the Superintendent's designee, by mid-August 2026 and by mid-August in each successive year of the contract.
- d. The Carrier shall be flexible in adjusting routes to meet changing factors such as medically impaired pupils or changing demographics. The Carrier shall also be flexible in extending routes to accommodate new residential developments or to serve pupils moving into areas where pupils initially did not live.
- e. Routes are to be planned taking into account the posted weight limits of the towns' bridges. No bus with pupils on board shall cross any bridge if its span exceeds the length of the bus and its load rating is lower than the weight of the loaded bus.
- f. Regular routes are to be planned so that all students are returned to their bus stops not later than forty-five minutes after being picked up at the close of the school day.

6. CARRIER-COMMUNITY INTERFACE

- a. The Carrier shall serve as focal point for directing, coordinating and controlling pupil transportation service. Calls from the public shall be directed to the Superintendent's Office and may be forwarded to the Carrier for response by the Carrier and appropriate action taken. The Carrier will maintain regular communication with the Superintendent's Office and building Principals as appropriate, and provide updates as needed.
- b. The Carrier shall operate a dispatch office and customer service office located in close proximity to Wakefield, New Hampshire. This office must be open at least from 7:00 am to 4:30 pm each school day and at least 2 hours each normal work day the rest of the year. The Carrier must have a qualified supervisor and a full-time dispatcher who is not a regularly scheduled driver on duty during those hours. The qualified supervisor or person answering the phone must have the ability to deal courteously, tactfully and responsibly with the public.
- c. The Carrier is responsible for communicating route schedules to the district. Whenever route changes or bus stop changes occur, the Carrier is responsible for notifying the district.
- d. Handling of complaints by parents shall be in accordance with School Board policies regarding transportation of pupils.

7. EQUIPMENT AND VEHICLE REQUIREMENTS

- a. The maximum age of any bus used to transport pupils under the Agreement shall be seven (7) years.
- b. All vehicles used shall be owned and operated by the successful bidder. The words, "Wakefield School District" are to be clearly displayed on the outside of each vehicle. This issue is negotiable.
- c. All vehicles will be numbered on the outside for easy and clear identification.
- d. A list of vehicles to be used for transporting Wakefield students will be submitted to the Business Administrator prior to the beginning of the 2027-2028 school year. This list will state the make, model, year of manufacture, mileage and seating capacity of each vehicle.

Wakefield School District - Transportation Services RFP

The Carrier will notify the Business Administrator of any additions or deletions to this list as they occur over the term of the contract.

- e. The Carrier agrees that all buses will be equipped with functional heaters, proper ventilation, and kept clean at all times.
- f. The Carrier agrees that all laws of the State of New Hampshire relating to bonds, insurance, inspection by the Department of Motor Vehicles and that all requirements and laws of the State of New Hampshire concerning the safe transportation of children in existence at the time of the Agreement or adopted or enacted during the Agreement term, shall be rigidly adhered to at the Carrier's sole cost. The Carrier agrees to furnish the Board with all reports of inspection made by the Department of Motor Vehicles as the Board shall order and/or in accordance with statutory requirements.
- g. All vehicles must be registered in the name of the Carrier.
- h. All vehicles shall be stored at an area provided by the Carrier at his/her own expense. The Carrier will assume full responsibility and liability.
- i. All vehicles must be inspected daily before starting out. Daily inspection must include, but not limited to, brakes, lights, tires, radiator, oil, fuel, heaters and all safety appliances and accessories. Records of such inspections shall be maintained and made available to the district on demand of its authorized employees(s) or agent(s). The district reserves the right, at the sole cost of the Carrier, to require inspection and certification of the condition of the buses at any time by the Division of Motor Vehicles of the New Hampshire Department of Safety. A vehicle not passing the daily inspection shall not be utilized to transport students until it will pass the daily inspection. A pass will be deemed to mean that all inspected items are in good working order.
- j. A regular schedule for servicing all vehicles shall be maintained and shall include, but not limited to mufflers, oil, grease, tires, rims, batter, brakes, and all safety appliances and accessories. All contractual services, maintenance, management and operational labor, etc. shall be the responsibility of the Carrier. Records of such servicing shall be made available to the district on demand of its authorized employee or agent. All applicable Federal, State and Local laws and regulations in existence at the time of the Agreement or adopted or enacted during the Agreement term must be adhered to regarding the operation of all buses and maintenance thereof.
- k. Buses shall not be operated at an excessive speed, but always in a prudent and reasonable manner, with due regard for the safety and welfare of the pupils transported and must at all times comply with Federal, State and Local laws and regulations.
- l. When traveling on school grounds, buses shall follow the traffic patterns established by the School Board and/or Superintendent. All buses shall observe a "no idling" rule.

8. RADIO COMMUNICATION/CROSSING GATES/DIGITAL VIDEO/AUDIO CAMERAS

- a. All buses shall be equipped with a two way radio communication system, capable of transmitting on at least two frequencies, and linked to the dispatcher's office and Wakefield Schools. All buses shall be equipped with crossing gates. Each bus shall be equipped with a digital video camera with audio capabilities.
Each bus shall be posted by the Carrier in accordance with RSA 570-A:2 (k)(1), informing passengers that audio recording is in progress.

Each camera shall be locked and inaccessible to drivers. Each camera shall be checked before the first trip of the day to verify that the date and time settings are correct.

Wakefield School District - Transportation Services RFP

- b. At least one base station shall be manned at all times while the buses are operating upon regularly assigned routes. At least one manager or supervisor will be either at the station or on call while buses are operating for field trips, athletic events, late buses and other transportation provided beyond the regularly assigned routes.
- c. Any vehicle used for transporting students, before, during and after school should have a cell phone available for emergency use.

9. REPLACEMENT BUS AVAILABILITY

The Carrier shall have pre-planned arrangements to provide a replacement bus within twenty (20) minutes if a regular vehicle becomes disabled. The replacement vehicle must meet the conditions of Section 7 above.

10. PAYMENT

For performance of the services described in these specifications, the district shall pay the Carrier the amount provided for in Schedule A. Payment shall be made in ten (10) monthly installments annually, beginning on or before the fifteenth day of September and shall continue in similar fashion for the remaining nine (9) payments each school year. The final payment shall be made following receipt of an invoice by the Carrier which reflects any adjustments such as actual number of days, etc.

11. SHARED SAVINGS

The specifications do indicate a total maximum number of buses required for the Carrier's overall service to the Wakefield School District. If fewer than seven (7) buses or a reduced capacity is needed, the Carrier shall reduce its compensation by the per bus daily rate.

12. PUPIL DISCIPLINE STANDARDS

The District reserves the right to set pupil standards which shall be enforced by the Carrier and each of its employees and agents. The Carrier will agree that during the entire time of transportation service he/she will be responsible for the safety and the welfare, conduct and control of the pupils transported.

B. GENERAL PROVISIONS

1. The Wakefield School District shall make a good faith effort to negotiate a contract incorporating the requirements of this RFP with the selected Carrier. If a contract cannot be reached to the district's satisfaction, the District reserves the right to terminate negotiations with no obligation to the apparently selected Carrier and to enter into a contract with any other Carrier of its choosing.
2. Awarding of the contract by the School Board will be within forty five (45) days from the proposal opening. No proposal shall be withdrawn for a period of forty five (45) days from the date of opening.
3. All proposals must be submitted on the forms attached, sealed, labeled, "Sealed Transportation Proposal" and delivered to the SAU Office, 76 Taylor Way, Sanbornville, NH 03872 on or before 12:00 noon, Friday, August 28, 2026.
4. All proposers shall submit, with their proposals, evidence from an insurance or surety company, licensed to do business in the State of New Hampshire.
5. The Carrier shall submit financial statements from the previous fiscal year.
6. To the maximum extent permitted by law, the Carrier shall, at its own expense, defend, indemnify and hold harmless the Wakefield School District, School Board, SAU and their respective officials, agents, employees, and volunteers from any and all claims, but not limited to, any and claims for personal injury, debt and property damage which may, in any way, arise from or out of the

Wakefield School District - Transportation Services RFP

operations of the Carrier pursuant to the terms of the Agreement, whether such operations be performed by the Carrier itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a portion of the operations necessary to abide by the terms of the Agreement.

7. Certificates of insurance shall be filed with the SAU #101 Office prior to the effective date of the Agreement and shall be subject to approval by SAU #101 and its insurance carrier for adequacy of protection. The Carrier shall file updated insurance certificates on at least a yearly basis or as coverage becomes effective. Insurance shall not be cancelable without thirty (30) days prior written notice to the District. The District is to be named as an additional insured. The Carrier agrees to maintain insurance in the following **minimum** amounts:

CommercialAutomobile Liability-Combined Single Limit (CSL)	\$5,000,000 per accident
General Liability	\$5,000,000 per occurrence
With no exclusion for sex abuse or molestation.	

During the term of the Agreement, the Carrier agrees to maintain Workmen's Compensation insurance on all employees engaged in the performance of the Agreement. A certificate of insurance and policy endorsements shall be filed with the SAU #101 Office prior to commencement of the Contract.

8. The Carrier shall, at all times, employ and maintain adequate staff for consistent and efficient operation of services specified under the Agreement. The Carrier shall also provide sufficient backup in times of staff shortages due to vacations, illnesses and inclement weather.
9. The Carrier shall keep full and accurate records in connection with the services provided by it under the Agreement.
10. The Carrier shall at its sole expense furnish all fuel used in the buses.
11. The terms, conditions, representations, and warranties contained in the Agreement shall survive the termination or expiration of the Agreement.
12. Neither party may assign or subcontract any of its rights or obligations under the Agreement in whole or in part. Any attempted assignment under the Agreement shall be void and of no effect.
13. The Carrier agrees to comply with the following:
- All applicable Federal and State laws and regulations pertaining to the operation of school buses in existence at the time of the Agreement or adopted or enacted during the Agreement term including but not limited to laws and regulations for inspections, registrations, insurance, training and licensure of drivers.
 - All vehicles must have at least thirteen (13) inches of allowable seating width per pupil and sufficient seats for each passenger. Under no circumstances will standees be allowed.
 - The Carrier will conduct one (1) emergency evacuation drill during each semester period. A written report shall be submitted to the Superintendent on such drills, no later than October 15 and May 1 of each school year.
14. The District reserves the right at any time during the term of the Agreement, and after consultation with the carrier, to cancel said Agreement when the terms of the Agreement have been violated or the vehicles provided by the Carrier are being operated in a condition or manner which imperils safety of the passengers. The District shall have the right to declare the Carrier in default if (a) the Carrier becomes insolvent; (b) the Carrier makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Carrier; or (d) the Carrier is unable to provide evidence of required insurance coverage as set forth below. If the Carrier is declared in default for any reason, the District shall have the right to terminate the Agreement. In the event of a contractual termination, the District reserves the right to employ another carrier to complete the term of the Agreement. The original Carrier shall be responsible for any extra or

Wakefield School District - Transportation Services RFP

additional expense or damages suffered by the District. In that event, the Carrier will be required to indemnify the District for any loss that may be sustained.

15. Any termination of the Agreement by the District shall be without cost or penalty to the District. The District shall be liable to pay the Carrier only such amounts as are due of the date of Termination.
16. The Agreement will include a liquidated damage provision in recognition of the expense and difficulties in proving the actual loss suffered by the District if the Carrier does not perform the services specified or comply with the conditions of the Agreement by, for example, not providing timely buses or the required number of buses and/or drivers. Accordingly, instead of requiring such proof, the Carrier will be required to pay the District the sum of the daily rate of the annual awarded contract for each violation of the contract. The liquidated damages shall be deducted from the District's next payment to the Carrier.
17. Any notice required under the Agreement shall be in writing and may either be given by personal delivery or sent by certified mail.
18. The Agreement, and all matter or issued collateral to it, shall be governed by, and construed in accordance with the law of the State of New Hampshire. If any provision of the Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or the validity or enforceability of the Agreement.
19. The Agreement shall terminate and become null and void commencing on the July 1st following the annual March School District Meeting if at said meeting monies are not appropriated and approved for the purpose of pupil transportation.
20. In the event either party is unable to perform its obligations under the Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action, epidemic or any other emergency or condition or cause beyond the party's control (except strikes), the party's performance under the Agreement shall be excused.

C. STAFF

The Carrier shall be required to provide bus operators who possess the following qualifications prior to the appointment:

1. All bus operators shall have a New Hampshire School Bus Certificate. The School Board, Superintendent or designee shall have the right to require the removal of the driver.
2. All bus operators shall be minimum of twenty-one (21) years of age. A request for a waiver of this clause may be made, in writing, to the Superintendent of the District.
3. Bus operators shall undergo a physical examination annually and otherwise in keeping with RSA 200:37. Any fees incurred for completion of the medical examination for the employees will be the Carrier's sole responsibility.
4. The Carrier agrees to be fully compliant with RSA 189:13-a and RSA 189:13-b on background investigations. Any fees incurred for completion of the background investigation and criminal history records check for the employees will be the Carrier's sole responsibility.
5. The Carrier agrees to submit required information on all drivers to the Federal Motor Carrier Drug and Alcohol Clearinghouse, in accordance with mandatory reporting requirements. Proof of registration on the FMC Drug and Alcohol Clearinghouse shall be provided to the District annually, inclusive of all drivers used by the District. For all new hires, proof of registration shall be provided to the District in advance of transporting any Wakefield students.
6. The Carrier agrees to engage in random drug and alcohol testing of drivers as required by law and DOT requirements. In the event of a positive test, the Carrier agrees to remove the driver from its active roster immediately and shall take appropriate follow-up disciplinary or administrative action.

Wakefield School District - Transportation Services RFP

7. All bus operators shall be careful, courteous, of good health and reputable character, and must be capable of maintaining discipline and good public relations between the students and the public and between the School Board and the public.
8. All of the Carrier's employees furnishing services under the Agreement shall be deemed employees solely of the Carrier and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the Board and/or District. Carrier shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written, made by the Carrier with respect to third parties shall be binding with the Board.
9. If any employee of the Carrier shows evidence of intoxication or other unacceptable behavior, the Carrier shall immediately remove the employee from his or her duties and shall take appropriate follow-up disciplinary or administrative action.
10. The Carrier agrees that persons working for or on behalf of Carrier whose duties bring them upon the District's premises shall obey the rules and regulations that are established by the Board and shall comply with the reasonable directions of the Board's officers and/or agents.
 - (a) Carrier shall be responsible for the acts of its employees and agents during transportation of pupils. Accordingly, Carrier agrees to take all necessary measures to prevent injury and loss to persons or property during said transportation. Carrier shall be responsible for all damages to persons or specifications of the Board, any damage that it, or any of its employees or agents, may cause to the District premises or equipment; on Carrier's failure to do so, the Board may repair such damage and Carrier shall reimburse the District promptly for the cost of repairs at a reasonable and prudent cost.
 - (b) Carrier agrees that, in the event of an accident of any kind, Carrier will immediately notify the Wakefield Police Department, Superintendent's Office and the School Principal. An ambulance will be called for all accidents. A full written report of such accident will be submitted to the SAU Office within twenty-four (24) hours of the accident.
 - (c) Carrier shall perform the services contemplated in the Agreement without interfering in any way with the activities of the District's faculty, pupils, staff, or visitors.
 - (d) If the Carrier knows or should have known that a driver assigned by the Carrier to perform services under the Agreement is charged and/or convicted of any traffic violation or other crime, the Carrier shall notify the Superintendent in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the driver, date of violation or crime, and the nature of the violation or crime.
11. The Carrier shall be required to furnish to the Superintendent or designee, prior to the annual opening of school, and thereafter before the employment of other operators or substitute operators, the following information:
 - a. Name of Operator
 - b. Residence Address
 - c. Telephone Number
 - d. Certificate of Physical Examination
 - e. Record or Previous Driving Experience
 - f. Date and Number of Current School Bus Certificate
 - g. Bus or Route Assignment
 - h. Evidence that Satisfactory References have been Received and verified
 - i. Evidence of Criminal Record Check including fingerprinting
 - j. Evidence of registration in the FMC Drug and Alcohol Clearinghouse.

Wakefield School District - Transportation Services RFP

12. No operator shall allow children to leave the bus except at scheduled stops unless authorized by the Superintendent or his designee.
 13. Operators are to remain on the bus at all times when children are a board unless relieved by authorization of the bus contractor or in the case of emergency. Drivers shall remain in the vicinity of their buses during the waiting period for all athletic, field and other extracurricular trips.
 14. Drivers shall not use any tobacco or alcohol products or illegal substances while in a bus. Drivers shall not use electronic devices other than Carrier-provided two-way communication radios for making calls, texting or any other use while in a bus, unless it is an emergency.
 15. Drivers shall make certain that all children are seated before moving the bus after each bus stop.
 16. Bus drivers do not have the authority to refuse any child, who is eligible for transportation, the right to ride a bus and do not have the authority to remove any child from a bus, with the exception of instances when the safety and well-being of others are threatened.
 17. All buses and operators must be available on one (1) hour notice for early closing or in emergencies and upon on (1) day notice for early closing of school for all staff workshops, in-service meetings, parent conferences, or other activities scheduled in advance.
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Wakefield School District - Transportation Services RFP

PUPIL TRANSPORTATION BID FORM

(This form becomes Schedule A upon signature of a contact)

The undersigned agrees to furnish Pupil Transportation as described in the Specifications for Pupil Transportation at the following Costs:

	Year 2027-2028	Year 2028-2029	Year 2029-2030	Year 2030-2031	Year 2031-2032
1. Total cost for 7 (77 passenger Regular buses)	_____	_____	_____	_____	_____
2. Total cost for 1 (14 passenger Special Education bus)	_____	_____	_____	_____	_____
3. Amount per day to add buses Based on 180 days.	_____	_____	_____	_____	_____
3. Costs of disinfection services (per month)	_____	_____	_____	_____	_____
4. Cost for extra-curricular and/or Athletic trips:					
a. Cost per mile including driver	_____	_____	_____	_____	_____
b. Cost per hour for driver waiting time	_____	_____	_____	_____	_____
c. Minimum charge per trip	_____	_____	_____	_____	_____
5. Please attach a list of buses including the make, year and capacity of buses to be used to fulfill the obligation of this contract.					

Name of Carrier: _____

Address: _____

Contact Person: _____

Wakefield School District - Transportation Services RFP

Telephone: _____

Enclosed are:

_____ Most Recent Certified Financial Statements

_____ List of Contracts for Past 10 Years

_____ List of Accidents for Past 10 Years

_____ Business References (at least 5)

_____ State of Current Minimum Wage and Benefits Package for Drivers

CARRIER:

AUTHORIZED SIGNATURE: _____

DATE: _____

This Bid Form and the above stated Enclosures should be returned in a sealed envelope, addressed as follows:

Transportation Bid 2026, Wakefield School District SAU #101, 76 Taylor Way, Sanbornville, on or before August 28, 2026.
