

## TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (hereinafter, the “Agreement” or “Contract”), executed on the date(s) indicated on the Signature Page, is entered into by and between the BRANFORD BOARD OF EDUCATION, located at 185 Damascus Road, Branford, Connecticut 06405 (hereinafter, the “Board”) and ZUM SERVICES, INC., which has a principal place of business located 275 Shoreline Dr., Suite 200, Redwood City, California 94065 (hereinafter, the “Contractor”). The Board and the Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

### WITNESSETH

**WHEREAS**, the Branford Public Schools (the “District”) issued a Request for Proposals dated October 2, 2023 (the “RFP”) soliciting proposals for the provision of certain transportation services and the Contractor submitted a proposal in response to the RFP (the “Bid Proposal”) which was selected for provisional award by the District, with the Board voting to authorize the Superintendent to negotiate and execute a contract with the Contractor on January 17, 2024; and

**WHEREAS**, the Board is desirous of entering into a contract with the Contractor to provide for the transportation of resident children, including certain children eligible for special education services, to and from the schools operated by the Branford Public Schools (hereinafter, the “District”) or otherwise designated by the Board or the District for a term of ten years, commencing on July 1, 2024 and terminating on June 30, 2034; and

**WHEREAS**, the Contractor is willing, capable, and ready to furnish the regular and special education transportation services requested by the Board, consistent with the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the sufficiency of which is acknowledged, the Parties agree as follows:

### 1. GENERAL TERMS

- 1.1. The term of this Agreement shall continue for ten (10) years, commencing on July 1, 2024 and terminating on June 30, 2034 (the “Term”), unless terminated early in accordance with the terms of this Agreement.
- 1.2. The Contractor agrees that it will transport to and from the schools in the District and other institutions as designated by the District such persons as may be designated by the District (the “Students”), and at such days, times and hours as approved by the District, and will make such stops and travel along such routes as are approved by the District (the “transportation services”). The Contractor specifically represents that it will not refuse any service request by the Board within the scope of this Agreement, including any request for special education transportation services. Should the Contractor have particularized concerns about safety in regard to any requested service, the Parties agree to collaborate in good faith to promote the safety of all individuals on a Vehicle (as such term is defined below), but in no case may the Contractor refuse a request for services within the scope of this Agreement.
- 1.3. The transportation services required in accordance with this Agreement are understood to include services in accordance with, collectively, the transportation services required by this Agreement, any other services required or necessary for the proper performance of the

Contractor's work under this Agreement, and the services described in the RFP associated with this Agreement, which was issued by the Board, and any associated terms and conditions included in the Agreement and RFP. The terms and conditions of the RFP are deemed a part of and incorporated into the Agreement and the Contractor's representations and warranties of the Bid Proposal are deemed incorporated into and made in the Agreement. To the extent there is conflict between the terms and conditions of the Agreement and the RFP, the terms and conditions of the Agreement shall control and prevail, with the terms and conditions of the RFP prevailing and controlling over any conflict with the Bid Proposal.

- 1.4. The Board agrees to pay, subject to the terms and conditions of this Agreement, the Contractor the compensation set forth in Exhibit A and, as applicable, any reimbursement payments required in accordance with Section 8.3 of this Agreement, provided that the transportation services are furnished in accordance with this Agreement. The Parties agree that no other payments shall be made to the Contractor who shall furnish all of the vehicles, vehicle operators, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required, including the staff and other services necessary for the proper performance of the Contractor's duties. The Parties agree that all mileage for all vehicles is included in the pricing set forth in Exhibit A, unless expressly indicated. The Board may withhold payments for services when the District determines, in its sole discretion, that such services do not meet the requirements of this Agreement. Payments for such services shall not be made until the Contractor has made corrections which are acceptable to the District.

## **2. VEHICLES.**

- 2.1. The Contractor agrees to the following conditions regarding buses and any other vehicle used to perform the transportation services (collectively, the "Vehicles"):
  - 2.1.1. The Parties acknowledge that the District's transportation needs will vary during the Term of this Agreement. Vehicles will be furnished in such number as deemed necessary by the District for the transportation of Students, except as otherwise provided in this Agreement. The Contractor shall have available substitute Vehicles in an amount at least equal to ten percent (10%) of each size category in the fleet. Spare vehicles must be in a location to ensure response, with a stand-by operator, to a need within twenty (20) minutes. The Contractor shall have additional Vehicles available for field trips and athletic events, as indicated herein or as otherwise requested by the District.
  - 2.1.2. All Vehicles and other equipment shall be equipped, operated, and maintained in compliance with all applicable laws, rules, regulations and policies of federal, state, and local governments, including Board policy. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with the aforesaid laws, rules, regulations and policies.
  - 2.1.3. The Contractor shall provide the District, at least one week prior to the start of each school year, and updated as necessary, a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of the transportation services, including: the year of manufacture, make of the chassis, make of body, seating capacity, fuel type and V.I.N. number. The Contractor shall provide any other information regarding the Vehicles requested by the Board.

2.1.4. Route numbers shall be prominently displayed on the Vehicles, consistent with State regulations. All Vehicles shall be fitted with permanent devices for displaying the route numbers, approved by the District, located on signs prominently displayed on the vehicle. Spare vehicles must have a system to allow the proper identification when providing services on a route. All buses must be identified with signs reading “Branford Public Schools” located on both sides of the vehicles. Lettering will be no less than 4” in height, unless otherwise approved by the District. Buses may not be used for other programs without the District’s prior written approval.

2.1.5. The age of the fleet shall comply with the following minimum requirements:

49+ passenger vehicles: five (5) year (or newer) average age with no regularly scheduled route bus or spare bus older than ten (10) years;

Less than 48 passenger vehicles: five (5) year (or newer) average age with no regularly scheduled route bus or spare bus older than 8 years.

In the event that any Vehicle needs to be permanently replaced in the course of the school year, upon prior written notice to the Board, it shall be replaced with a newer or equivalent-in-age Vehicle, with no additional cost to the Board. Such replacements are subject to District approval.

2.1.6. If, during the life of the contract, sufficient increase or decrease in the school population occurs to require additional or fewer buses or small vehicles, the Contractor shall make such adjustments in accordance with the guidance of the District. All payments or credits are to be based on the services actually provided and the rates applicable to the type of vehicle performing services.

2.1.7. All Vehicles must be maintained so as to ensure proper starting, good visibility and safe operation during all types of weather. The Contractor must display a copy of the most recent State Motor Vehicle Inspection for each Vehicle.

2.1.8. The Contractor or its agent shall inspect all Vehicles daily before the first run in the morning. This check list shall be a written and maintained record and made available on request by the District. The inspection shall include but not be limited to the following: brakes, lights, tires, cameras, radios, and all safety equipment. Snow accumulation shall be removed from all vehicles prior to starting all runs. Records of the inspection shall be kept on a check-off list, the form of which shall be approved by the District.

2.1.9. A schedule for servicing buses shall be maintained and followed. A copy of the service schedule form will be furnished to the District upon request.

2.1.10. The Contractor is required to perform appropriate and necessary maintenance on all vehicles used to provide services in accordance with this Agreement.

2.1.11. The interior and exterior of all Vehicles must be kept clean and in good repair. Each Vehicle must have an exterior washing at a minimum of once per month during the school year. Should the Contractor fail to meet the monthly washing mandate, the District reserves

the right to contract with an outside service and charge the cost to the account of the Contractor with the right of offset to any outstanding invoices. The Contractor shall be responsible for cleaning or eradication of any infestations or contaminations as required by the District or such other regulatory authority.

2.1.12. The interior of all Vehicles must be kept at comfortable temperatures while transporting Students. No vehicle shall be used to provide special education transportation services unless it has operational air conditioning.

2.1.13. Each Vehicle must be equipped with a two-way radio of at least 30-watt capacity, business band sufficient to reach all Vehicles in operation from the most distant point on its route to the dispatching station. The Contractor shall also supply an appropriate number of handheld, portable radios for the Manager and relevant operations staff. No vehicles shall be operated outside the District boundaries without an operating radio that can be heard from the base station and/or a cell phone. The Contractor shall provide the Board with a portable two-way radio capable of communicating with all Vehicles.

2.1.14. All Vehicles used in the performance of this Agreement must be equipped with a digital video system to monitor passenger behavior and related activities at all times during the Term. The following camera minimum requirements shall apply: two (2) operable digital cameras for buses with a capacity of 48 passengers or less; three (3) operable digital cameras for buses with a capacity of 49 passengers or more; one (1) operable camera for each van. At least one camera per bus must be outward facing to show the exterior of the bus from the driver's perspective. All Vehicles (including spares) shall be equipped per these minimum requirements. The District reserves the right to approve the location of the cameras on the Vehicles.

The Contractor shall provide the District with camera output as soon as practicable after a request is made for the same, but in any event within twenty-four (24) hours of said request. All cameras shall include audio capture features and a hard drive retention of a minimum of 20 school days.

The Contractor shall also make available software for viewing, playback and event searching by District personnel. All camera use and video viewing shall be consistent with the policies and procedures as established by the District and/or Board. The District requires a camera system similar to the Seon Trooper TL2/TL4, or an equivalent. Alternate systems will be considered that are equal or better to the Seon specifications as determined by the District. Camera systems must provide the ability to "blur" or "mask" in order to remove facial recognition of passengers.

2.1.15. The Contractor shall ensure that each Vehicle used by the Contractor to provide transportation services in accordance with this Agreement is equipped with a global positioning system ("GPS"). The GPS system shall be subject to approval by the District. The Contractor-supplied routing software shall have the ability to integrate with the GPS system.

2.1.16. All Vehicles must be equipped with a "Child Check Mate System" or equivalent, as approved by the District, to ensure that no child remains on a Vehicle at the end of each route.

- 2.1.17. The District or any authorized agent shall have the right to inspect in any reasonable manner, including riding the Vehicles as a passenger, any and all Vehicles or equipment and their operation.
- 2.1.18. The District may, with written notice, require Contractor to discontinue use of any Vehicle which it judges to be hazardous, mechanically defective or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Agreement.
- 2.1.19. The Contractor shall provide buses without any additional charge or cost to all schools a minimum of two times a year for bus safety drills, including instruction in emergency evacuation, in a manner approved by the District.
- 2.1.20. All Vehicles used in the performance of the transportation services shall not display, either inside or outside of the Vehicle, any advertisement without the prior written authorization of the Superintendent or designee.
- 2.1.21. All Vehicles used in the performance of the Agreement to transport special education students must have seat belts, child restraint seats, harnesses or other suitable restraints and wheelchair lifts to meet the needs of each student. Should applicable law require child restraints for all students being provided services under the Agreement, it shall be the Contractor's responsibility to provide compliant restraints.
- 2.1.22. No fewer than two buses supplied by the Contractor shall have undercarriage storage.

### **3. PERSONNEL.**

- 3.1. All personnel providing services in accordance with this Agreement shall be the responsibility of the Contractor and shall be the Contractor's employees, unless expressly indicated herein. All such personnel, shall meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Motor Vehicles. Contractor shall provide qualified, reliable and capable personnel to support the delivery of the transportation services required in accordance with this Agreement.
  - 3.1.1. The Contractor agrees to perform the services required under this Agreement under the direction of a full-time trained and qualified Manager, who shall be in the employ of the Contractor, and who shall be stationed at the transportation facility servicing the District and must be assigned as a full-time position for the District's transportation program. The Manager will be directly responsible for contact with parents regarding transportation problems within the District; provided, however, that all such parent contacts are authorized by officials of the District. The Manager also shall be responsible for compliance by Vehicle Operators and aides with all Board transportation-related policies and legal requirements, providing all studies and reports required by the District, including those items necessary to comply with federal and/or state requirements and monthly reports on pupil load, driver and student discipline problems and accident reports. Said Manager shall arrange with the District to be available during all hours that services are being performed pursuant to the Agreement, prior to the beginning of each day's hours of service, and for meetings with representatives of the District. The Manager shall be available by phone one and one-half (1.5) hours prior to the first morning run for emergency contacts from the District. The Manager is required to

meet all federal and state regulations and training requirements. The Manager is precluded from any Vehicle Operator duties, serving as an aide, and/or Vehicle maintenance functions, unless authorized by the District. Should the Manager be authorized by the District to cover any of the aforementioned alternate duties, a designated point of contact must remain available at the terminal facility for the entirety of the period that the Manager is performing such alternate duties. The Manager shall be available at least until 5:00 P.M. on days when school is in session.

- 3.1.2. A qualified Dispatcher function shall be assigned to the terminal serving the District with said position staffed for the full duration of all routes on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of Vehicles and Vehicle Operators, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services. The Dispatcher(s) shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the District until the last student is off the last bus and the Dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified. The Dispatcher is precluded from any Vehicle Operator duties, serving as an aide, and/or Vehicle maintenance functions, unless authorized by the District.
- 3.1.3. At no time during normal route operating times shall the terminal be without a Manager and/or Dispatcher on-site.
- 3.1.4. The Contractor shall provide safety and driver training to the personnel providing services under this Agreement through a safety supervisor. This position is not required to be dedicated full-time to the District, however sufficient time must be allocated to provide on-going training services to such personnel.
- 3.1.5. Upon request of the District, the Contractor shall provide aides and/or monitors to support the delivery of the transportation services.
- 3.1.6. The personnel required by this Agreement shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the District. The Contractor shall be responsible to determine what additional personnel are required to meet the program needs.
- 3.1.7. Personnel providing services in accordance with this Agreement shall be professionally dressed at all times. Dress shall be appropriate for interacting with students and the personnel's duties. At minimum, no obscene, revealing, political, drug or alcohol related attire shall be worn. More specifically, attire should be clean, free from inappropriate language and images, appropriately covering the torso and chest, with any shorts reaching mid-thigh length or longer, and fully enclosed footwear shall be worn at all times. Personnel providing services in accordance with this Agreement shall wear photo identification tags provided by the Contractor whenever they come in contact with students or school building personnel while working in their assigned tasks.
- 3.1.8. Personnel providing services in accordance with this Agreement shall conduct themselves professionally at all times and shall represent the Contractor and the District in a positive manner.

- 3.2. The Contractor agrees to the following conditions regarding operators of all Vehicles ("Vehicle Operators") under the terms of this Agreement:
- 3.2.1. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. To the extent permitted by law, the District shall have the right to review all personnel records of Contractor employees performing the transportation services. All Vehicle Operators shall be compliant with all local, state and federal laws, rules and regulations. The Contractor shall furnish certification of such compliance, a list of certified Vehicle Operators, and a copy of each Driver's Connecticut Commercial Driver's License (CDL) to the Superintendent of Schools, or designee, prior to the opening of school each year, and no other Vehicle Operators may be used without written notice to and approval by the Superintendent of Schools, or designee. The Contractor will report new hires to the Superintendent of Schools, or designee, immediately. The Contractor shall be required to provide such additional information regarding Vehicle Operators that the District reasonably requests. Proof of compliance with any legal requirement associated with the provision of the transportation services by Vehicle Operators shall be promptly provided upon request by the District.
- 3.2.2. Vehicle Operators shall be responsible to demonstrate professional relationships with the children and parents served, the employees and administration of the District, and the community-at-large.
- 3.2.3. The Contractor will provide competitive compensation to all Vehicle Operators to avoid the problem of a driver shortage in achieving the expected level of performance of the Agreement.
- 3.2.4. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements. If there are any strikes by Vehicle Operators, Contractor will be solely responsible for providing qualified alternate Vehicle Operators and/or transportation services.
- 3.2.5. The responsibility for hiring and discharging personnel with respect to all obligations arising from the Agreement shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The District reserves the right to directly employ certain aides, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students.
- 3.2.6. The Contractor further agrees that the District, solely in its discretion, shall have the right to remove, reject, or direct replacement of any Manager, supervisor, Dispatcher, Vehicle Operator, or aide. The District reserves the right, in the exercise of its sound discretion, to reject Vehicle Operators or aides, or to direct that they be replaced, without being limited to considerations of health and driving records, with such Vehicle Operators or aides removed from the routes immediately upon notice from the District to the Contractor.
- 3.2.7. The Contractor shall ensure that all Vehicle Operators and aides used in the performance of the Agreement are able to read, understand and speak English and that all such persons are physically and/or emotionally capable to perform the essential functions of the job, with or without reasonable accommodation. No person who is serving a sentence in a penal or

correctional institution shall be employed or work under this Agreement.

- 3.2.8. The Contractor will inform all Vehicle Operators that changes in routes, stops or schedules may be made only with the approval of the District, provided that minor, temporary changes resulting from transient conditions (e.g., weather conditions, road conditions) may be made absent District approval in the interest of safety and efficiency with the provision of notice to the District. Designated routes will be provided prior to the start of school and during the year. Vehicle Operators are expected to traverse their AM and PM assigned route(s) one or more times, until they are familiar with all assigned stops and roads prior to the first day of school. These trial runs should be conducted during the typical AM and PM route times to best replicate traffic issues and times. The cost of trial runs shall be borne by the Contractor and will not be billed to the Board. The Contractor will provide written verification of this trial run process to the District. Standby Vehicle Operators are also expected to be familiar with the routes to ensure efficient operations in the event that the Vehicle Operator normally assigned is not available. If a spare Vehicle Operator, used on a route, is unfamiliar with the route, the District may require that the Contractor also assign an aide or monitor, at the Contractor's expense, to accompany and assist the spare Vehicle Operator. The District shall be informed each time a spare Vehicle Operator is required to substitute for an assigned Vehicle Operator.
- 3.2.9. A list of stand by and spare Vehicle Operators for the District, in an amount deemed sufficient by the District, must be on file in the office of the Superintendent of Schools.
- 3.2.10. The Contractor shall provide an ongoing program of classroom and road training at its expense in accordance with federal, state and local laws, rules and regulations. The Contractor will provide a continuing safety education program for Vehicle Operators and Students, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect. Certification of all training and copies of all bulletins shall be provided to the Superintendent of Schools, or designee, including proof of attendance of Vehicle Operators at such training as the Board shall reasonably request.
- 3.2.11. Vehicle Operators shall receive training in all areas required by law, industry-standard safety training, and all special training necessary or advisable as determined by the District, including any training determined to be necessary before providing special education transportation services. The District may approve or disapprove the assignment of any Vehicle Operator to perform special education transportation services or special trips.
- 3.2.12. The Contractor shall submit to the District no later than fourteen (14) days prior to the beginning of each Contract year a list of the names and addresses and Connecticut Driver's License numbers of all regular and substitute Vehicle Operators and aides employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date. Said updates shall be provided to the District within 24 hours of employment or termination. No other Vehicle Operators or aides may be used unless such information is provided to the District in advance. Said list shall include the designated route/bus assignments for each Vehicle Operator or aide.
- 3.2.13. The Contractor shall at all times have stand-by Vehicle Operators for the operation of spare Vehicles in the event of mechanical or other difficulties, or absenteeism, to maintain and provide the services which are required under this Agreement. The Contractor shall provide



attendance information to the District upon request. The stand-by Vehicle Operators must be experienced in navigating the Town of Branford.

- 3.2.14. In order to ensure continuity in the provision of the transportation services, and in order to reduce student discipline issues, Vehicle Operators assigned to morning and/or afternoon runs are prohibited from leaving these assigned runs to perform optional field trips, sports trips, or other special trips. The District believes that effective transportation programs exist where the same Vehicle Operators are assigned to the same routes, every day. To this end, the Contractor is prohibited from entering into any agreements or procedures which violate this District mandate.
- 3.3. For each employee of the Contractor who performs services for the Board involving direct student contact, the Contractor shall comply with the following background and employment history checks:
  - 3.3.1. The Contractor shall perform, and the Contractor's employee shall submit to, employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68.
  - 3.3.2. The Contractor shall perform, and the Contractor's employee shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry") or, for any employee of the Contractor's whose current or most recent employment occurred out of state, the out-of-state equivalent of the Registry. The Contractor shall request information from the Registry or its out-of-state equivalent promptly, and in any case no later than thirty (30) calendar days from the date the Contractor's employee begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information from the Registry or its out-of-state equivalent indicating that the Contractor's employee may have a record of abuse or neglect, the Contractor shall, to the extent permitted by law, share information concerning such finding with the District.
  - 3.3.3. The Contractor shall perform, and the Contractor's employee shall submit to, state and national criminal records checks in accordance with Sections 10-221d and 29-17a of the Connecticut General Statutes. Each employee of the Contractor shall submit to such state and national criminal record checks within thirty (30) calendar days from the date such employee of the Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may have a criminal record, the Contractor shall, to the extent permitted by law, share information concerning such finding with the District.
  - 3.3.4. The Contractor shall cross-reference the Connecticut Department of Public Safety's sexual offender registry, or, for any of employee of the Contractor whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, to determine whether the Contractor's employee is registered as a sexual offender. The Contractor shall comply with the provisions of this Section 4 before any employee of Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may be registered as a sexual offender, the Contractor shall, to the extent permitted by law, share information concerning such finding with the District.

- 3.3.5. The Contractor shall provide written confirmation to the Board that it has complied with this Section. The Contractor agrees that upon the District's request, it shall promptly provide the Board with any documentation related to such compliance.
- 3.3.6. The Contractor agrees that it shall pay all fees and costs associated with the background and employment history checks required under this Section.
- 3.3.7. Should the Contractor receive any information that an employee of the Contractor performing services under this Agreement has a criminal record which could make the individual unfit for an assignment involving contact with children, is on the sex offender registry or its equivalent, or has a record of abuse or neglect, the Contractor shall not assign or shall not maintain, as applicable, the assignment of the individual to perform services under the Agreement. By assigning, and/or maintaining the assignment of, any employee of Contractor performing services under the Agreement involving direct contact with students, the Contractor represents and warrants that, in its best professional judgment, such Contractor's employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with, or working in or near a school that educates minor children.
- 3.4. Aides performing services in accordance with this Agreement must be prepared to assist, when indicated by the District, Students to and from the threshold of the property, and they must assist Students in entering and leaving a Vehicle. While this requirement is not to be construed as requiring aides to carry a Student, it does require assisting by lifting legs, securing wheelchairs, carrying books, or otherwise assisting Students to enter and leave buses. In addition, Vehicle Operators must be prepared to provide reasonable assistance, as circumstances may deem necessary.
- 3.5. Aides must also perform functions of clearing the danger zones on the outside of Vehicles, and assisting the Vehicle Operators in the management of students and performance of student discipline functions.
- 3.6. The Contractor will provide the aides with appropriate training to meet the requirements of the position. The Contractor will be responsible for communicating to aides their responsibilities, and any aide not willing to comply with these requirements shall be removed and replaced.

#### **4. OPERATION OF VEHICLES.**

- 4.1. The operation of Vehicles, including the pick-up and drop-off of Students, must comply with the Board's Transportation Policy, as it may be amended from time. The Board shall provide any revisions to such policy to the Contractor.
- 4.2. The Contractor must have a procedure in place to ensure no Student is left on any Vehicle at the end of a run and after drop-off. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student.
- 4.3. The Contractor shall ensure that only individuals specifically designated or authorized by the District are allowed to ride the Vehicles.
- 4.4. The Parties agree that the Contractor shall have the responsibility to, and the necessary authority to, supervise and control Students on the Vehicles pursuant to such rules as are

from time to time adopted by the Board or District. The Contractor is responsible for awareness of such rules. Such authorization shall not, however, include the right to remove any Student from the Vehicle before it reaches its destination or engage in any other act which is likely to result in injury or danger to any Student. In the event of disciplinary infractions by Students on Vehicles which in any way imperil safe operations, the Contractor shall require that Vehicle Operators shall stop the Vehicle and not proceed until discipline is voluntarily restored. The Contractor's office is to be immediately alerted via radio. The Vehicle Operator shall report, in writing, all such occurrences to the Contractor, and the Contractor shall notify the principal of the school concerned for action. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior. The names of any Students who misbehave or who cannot be managed by the Vehicle Operator shall be reported, in writing, to the appropriate school administrator and to the District's designee.

- 4.5. The Contractor shall be fully responsible for the care and supervision of Students during the transportation services. The transportation of a Student shall be deemed to have begun when such Student boards the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle at the appropriate, safe place.
- 4.6. No pre-kindergarten or kindergarten Students are to be released without adult supervision being present. If there is no adult to meet the Student, the Student is to be kept on the bus and the Vehicle Operator is to notify dispatch immediately for direction.
- 4.7. No Vehicle Operator shall allow children to leave a Vehicle except at scheduled stops unless otherwise authorized. Vehicle Operators are to remain in the Vehicle at all times when children are aboard, unless relieved by authorized personnel.
- 4.8. On all special trips, unless otherwise indicated in advance, the Vehicle Operator shall return all Students back to the school of origin. At no time shall any Vehicle Operator allow a Student on a special trip to disembark from any Vehicle at a location other than at the school or place of or origination.
- 4.9. Vehicle Operators shall report to the Contractor immediately all accidents of any nature. The Contractor shall furnish the Superintendent of Schools a written copy of each accident report with complete details within twenty-four (24) hours. The Contractor shall ensure that, in the event of an accident, with or without any serious or minor injuries, the Contractor immediately reports the accident to the office of the Superintendent of Schools.
- 4.10. Vehicle Operators shall not smoke or carry a lighted cigarette or other smoking device, including any vaping device, when on board or operating a Vehicle. Vehicle Operators shall not be in possession of or under the influence of alcohol or any other intoxicating substance, legal or illegal, when operating a Vehicle.
- 4.11. Vehicles shall not be operated at any excessive speed, but always in a reasonable and prudent manner, with due regard for the safety and welfare of the Students transported.
- 4.12. Vehicle Operators shall not operate a Vehicle in excess of its rated capacity.
- 4.13. Vehicle Operators shall make sure that children board or leave a vehicle only when it is stopped.

- 4.14. Vehicle Operators are responsible to ensure that all Students are seated and remain seated while the Vehicle is in operation.
- 4.15. Vehicle Operators do not have the authority to refuse any Student who is eligible for transportation the right to ride a Vehicle except with the Board's authorization prior to any refusal.
- 4.16. Vehicles and Vehicle Operators must be available on thirty (30) minutes' notice for early closing of one or all schools in emergencies and upon one day's notice for early closing of any one or all schools for staff workshops or other activities needed. All scheduled early closings or schedule differences require the scheduled number of buses to be at each building on time without regard to other needs.
- 4.17. All Vehicles used by the Contractor to provide transportation services in accordance with this Agreement shall be garaged (except while undergoing repairs and maintenance) in Branford, unless otherwise approved by the Board. In the event that approval is given to garage Vehicles used by the Contractor to provide transportation services in accordance with this Agreement outside of Branford, no deadhead miles shall be funded by the Board.
- 4.18. No Student shall arrive at school more than fifteen (15) minutes prior to the school opening in the morning. No Student shall remain at school waiting for transportation home for more than fifteen (15) minutes after school has dismissed.
- 4.19. After school, Vehicles shall not leave the school until at least five (5) minutes following dismissal. No Student will be dropped off at his or her bus stop later than fifty (50) minutes after leaving the school except under extraordinary conditions or as approved by the Board.

## **5. INSURANCE.**

- 5.1. The Contractor shall purchase all insurance coverage for all Vehicles, including small vehicles. The District, the Board and the Town of Branford shall be designated as "additional insureds" on all policies. Coverage shall be maintained in amounts meeting or exceeding the requirements set forth in Exhibit C. The Contractor shall secure a Certificate of Insurance from the agent and have a current certificate on file with the Superintendent of Schools at all times during the life of the contract. The Board shall be given thirty (30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Agreement. The Board will not be responsible for any damage to any vehicle either inside or outside by vandalism.

## **6. ALTERNATES.**

- 6.1. For any contract year, the Contractor shall, provided that the District so requires, furnish to the Board a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Agreement in a form satisfactory to the District assuring the faithful performance of the Agreement. The Performance Bond shall be equal to one hundred percent (100%) of each year's estimated Agreement price (excluding field trips) as reviewed and agreed upon by the District, and shall be continued for the life of this Agreement in amounts equal to a hundred percent (100%) of each year's estimated Agreement price as reviewed and agreed upon by the District. The Contractor must send

such Performance Bond to the District prior to April 1 prior to the commencement of each school year during the Term. Each such Performance Bond shall be furnished by a surety company acceptable to the District and licensed or authorized to do business in Connecticut. Failure to deliver the bond shall be considered a default under the Agreement. Should the Agreement price for any year increase during the year, the District may require the Contractor to provide a Performance Bond for the increase in the Agreement price for the remainder of the school year.

## **7. INVOICES/PAYMENT.**

- 7.1. The Contractor shall submit an itemized invoice, in form and substance approved by the District, as soon as practicable upon the conclusion of each month during the Term, but in any event not later than the tenth day of the following month. Delayed billing is not acceptable and will not be honored.
- 7.2. Payment to the Contractor shall be made, following receipt and approval of an itemized invoice as required by this Agreement, in monthly payments for services provided during the prior month. Payments to the Contractor for any extended school year (“ESY”) transportation services provided shall be invoiced by the Contractor during month following the provision of services (i.e., July services invoiced in August; August services invoiced in September), and payment for such services shall be made by the Board within thirty (30) days of receipt and approval of an invoice which complies with the requirements of this Agreement. The first payment for regular school year transportation services shall be made during October of each school year during the Term. The last payment for regular school year transportation services, for transportation services provided during June of each school year during the Term, shall be made as part of the fiscal year's closing in July of the relevant year.
- 7.3. Within three months of the Grant Look-Back Date (as defined below), the Parties agree to review the actual value of grants received by the Contractor and used towards the EV transition (the “EV Transition Grants”) as of June 30, 2029 (the "Grant Look-Back Date"). Should the Contractor receive EV Transition Grants in excess of 80.5% of the incurred and expected EV transition costs as of the EV Look-Back Date, the Parties will mutually agree on a lower daily rate for the buses for the remainder of the initial contract term (through June 30, 2034). EV transition costs shall include, but not be limited to, infrastructure, bus, construction, other services, grant application and management costs, overhead, and other expenses used for the implementation of EV school transportation services for the District. The Parties shall meet to mutually agree on a commercially reasonable timeline for the EV transition when new EV Transition Grants are released or received, but no less frequently than once per calendar year.
- 7.4. The Contractor shall make Vehicles available for Community Resilience activities upon request by the District, subject to the terms and conditions of this Paragraph. Community Resilience activities occurring during non-emergency conditions shall be subject to advance agreement between the Parties regarding the terms and conditions of such Vehicle use. The Parties agree that, during emergency conditions, to the extent commercially feasible, reasonable Community Resilience activities shall be undertaken upon request of the District. The Parties shall negotiate in good faith promptly upon the conclusion of the emergency conditions regarding a commercially reasonable resolution of Contractor costs and other relevant matters. In the unlikely event that the Parties are unable to reach a

commercially reasonable resolution regarding such emergency community resilience activities within forty-five days of the conclusion of the emergency conditions, the Parties shall submit the matter to mediation with a mutually agreeable mediator.

- 7.5. The Contractor will cooperate with the District in order to apply for, or assist the District in applying for, grants for community resilience which are reasonably related to the student transportation program.
- 7.6. The transportation services shall be provided by the Contractor according to the applicable school calendar(s), as may be revised or adjusted by the Board or its designee from time to time.
- 7.7. The District, acting through the Superintendent of Schools or otherwise, reserves the right to cancel scheduled in person school days during the Term because of weather, pandemics/epidemics and/or other emergencies or threats to safety and to change the school calendar as necessary during the school year. The Board shall not be charged or otherwise penalized for such changes.
- 7.8. Notwithstanding any provision of this Agreement to the contrary, if the Board, or any government agency temporarily, intermittently, or permanently suspends in person classes during the Term due to a pandemic or other event, the Parties will negotiate, in good faith, regarding whether any payment should be made by the Board to the Contractor to ensure continuity of service. The Contractor will produce, upon request, documentation of costs to inform such negotiations.
- 7.9. The District may request that the Contractor perform additional tasks under this Agreement. Contractor shall perform such assignments in accordance with an agreed upon schedule and level of effort. Contractor will invoice the Board per an agreed upon cost structure for such additional services.
- 7.10. If in the event one or more Vehicles do not operate in compliance with this Agreement, over each independent route, on any school day, the entire daily cost of such Vehicle shall be deducted from the Contractor's invoiced charges.

## **8. FUEL/ELECTRICITY TO POWER VEHICLES.**

- 8.1. The Contractor acknowledges that this Agreement is dependent on the Contractor's representations regarding the phased in use of electric Vehicles during the term of this Agreement. The agreed-upon schedule for the phasing in of electric vehicles is set forth in Exhibit A. The District acknowledges that the schedule for the phasing in of electric vehicles is also dependent on District's timely approvals, provision of information, and response to other reasonable Contractor requests. Any material deviation from such representations and/or schedule which is caused by Contractor and is not agreed upon by the Board shall authorize the Board to terminate this Agreement upon notice to the Contractor.
- 8.2. Any diesel fuel or unleaded gasoline (the "fuel") required by any of the Vehicles performing transportation services in accordance with this Agreement shall be supplied by the District. The District shall buy the fuel required by this Agreement and have such fuel delivered to the Contractor. The Contractor shall supply the tanks and pumps required to

store, in a completely segregated manner, all District-supplied fuel, and the District shall arrange for delivery of the fuel to the segregated tanks provided by the Contractor. The Contractor shall supply the District with supporting information and documentation, including, without limitation, fuel meter readings and odometer readings, acceptable to the District and sufficient to allow the District to reconcile the Contractor's fuel usage with the provision of transportation services required in accordance with this Agreement. Such information and documentation shall be provided promptly upon request by, or (in the absence of a request) on no less frequently than a monthly basis to, the District.

- 8.3. The cost of any electricity required to power any of the Vehicles performing transportation services in accordance with this Agreement which are powered primarily by electricity (the "Electric Vehicles") shall be funded by the District. The Parties acknowledge their preference that the District directly purchase from a utility or supplier the electricity required to power any Electric Vehicles performing transportation services in accordance with this Agreement. The Parties acknowledge that legal and other concerns have caused the Parties to agree that, at the commencement of the Term and until such time as the Parties have executed an amendment setting forth the terms and conditions by which the District will directly purchase the electricity required to power any of the Electric Vehicles performing transportation services in accordance with this Agreement: (a) the Contractor shall directly purchase from a utility or supplier said electricity; (b) the District shall reimburse, on a monthly basis unless otherwise agreed by the Parties, the Contractor for the electricity purchased by the Contractor pursuant to this Paragraph, provided that, under no circumstances shall such reimbursement payments by the District exceed the amount representing the cost to the District if it had purchased said electricity itself on the open market; and (c) the Parties will collaborate in good faith to resolve the legal and other issues which have caused them to determine that the Contractor shall purchase said electricity. The Contractor shall supply the District with supporting information and documentation, including, without limitation, electric meter readings and odometer readings, acceptable to the District and sufficient to allow the District to reconcile the Contractor's electricity usage with the provision of transportation services required in accordance with this Agreement. Such information and documentation shall be provided promptly upon request by, or (in the absence of a request) on no less frequently than a monthly basis to, the District. For the avoidance of doubt, the District shall not be responsible for the cost of electricity required by the Contractor for any other purpose than powering Electric Vehicles (e.g., the District shall have no responsibility to fund the costs of electricity used to power the terminal facility, maintenance operations, etc.).
- 8.4. The Parties acknowledge that the use of electricity to power school buses and other vehicles transporting students is an emerging technology. Should technology advance in such a manner, or the experience and/or knowledge gained during any portion of the Term dictate, that a Party believes that the terms and conditions of this Agreement should be amended, the Party requesting the amendment shall notify the other Party. The Parties agree to negotiate in good faith in an attempt to resolve the concern underlying such amendment request.
- 8.5. Any Board-supplied fuel or Board-funded electricity used for any purpose other than the provision of the transportation services set forth in this Agreement will be considered a material breach of this Agreement. The Board reserves all rights and remedies under the law and under the terms of this Agreement, including the right to terminate, with respect to any unauthorized fuel or electricity usage by the Contractor.

- 8.6. The Contractor shall keep thorough and accurate records of fuel and electricity usage and mileage travelled by each Vehicle on a daily basis. The District may at any time during the Term require the review or auditing of fuel and electricity use by the Contractor. The Contractor shall promptly provide fuel and electricity usage records, corresponding odometer readings, and any other information regarding fuel and electricity usage as may be requested by the District.
- 8.7. The Contractor shall cooperate with the Board in the determination of estimated fuel and electricity needs in accordance with the Agreement upon request by the District, including the provision of documentation in support of estimated fuel and electricity needs.

## **9. ROUTES AND TIME SCHEDULES.**

- 9.1. The Contractor will provide the services and technology necessary to develop and plan routes for all transportation services. Primary responsibility for route development lies with the Contractor although the Contractor will consult with the District in developing routes and interpreting Board Policies and regulations. Final approval of routing, and the of the transportation program in its entirety, shall rest with the Superintendent of Schools, or the superintendent's designee. The routing and development of the transportation system for any school year will be commenced by the Contractor on or before June 1 and must be completed by August 10 of the relevant Contract year. Liquidated damages in the amount of Five Hundred Dollars (\$500) per day may be assessed by the Board for non-compliance with such schedule.
- 9.2. The District reserves the right to change any and all routes, times routes are to be operated, stops and any other such adjustments that conditions may necessitate. No route changes are to be made by Contractor, or any Vehicle Operator, without the prior permission of the District. In the event that, in the opinion of the Contractor, routes cannot be traveled as scheduled, for good and sufficient reason, the District shall be notified immediately. Changes in routes and time schedules will take place only after authorization by the District.
- 9.3. The Contractor agrees to maintain routes and time schedules as approved by the District. The District reserves the right to determine, to change, and to control the routing of all vehicles used in accordance with this Agreement at all times if the need occurs.
- 9.4. The transportation program shall include the number of buses needed to maintain all necessary routes, as required by the District.
- 9.5. The Contractor shall be aware that, at times, schools may operate on a reduced-time schedule and shall, therefore, be prepared for such deviations.

## **10. SPECIAL TRIPS.**

- 10.1. Field Trips, Sports Trips, and Other Activity Trips: The Contractor agrees to furnish such Vehicles as the District may require for the transportation of students on field trips, to athletic events, and other school-sponsored activities, either in or out of town. Absent emergent circumstances, the Board shall provide notice of at least twenty-four (24) hours of any such Vehicle requirements. Trips will include the required waiting time for the purpose the trips have been planned.



- 10.2. The Contractor shall charge the Board for special trips in a manner consistent with Exhibit A. Any mileage-based charges are to be calculated from Branford Town Hall to the town or city hall in any town in the State. The basis for establishing the proper mileage is to be the *State of Connecticut Register and Manual*.
- 10.3. Out-of-State Trips: This Agreement does not include any out-of-state trips, unless otherwise expressly stated herein. The District may use the Contractor or other transportation provider for out-of-state trips.
- 10.4. The Contractor shall make sufficient Vehicles available, upon request made by the District, for “late bus” services and mid-day runs.
- 10.5. The Contractor must make available Vehicles, upon request by the District, for the transportation of Students, teachers and other designated persons to and from enrichment, extracurricular, extended school year, and summer schools programs, or for any other special trips within Connecticut. The Board shall provide notice of at least twenty-four (24) hours of any such Vehicle requirements. Charges for such services shall be based on the pricing included in Exhibit A.

## **11. COMPLIANCE.**

- 11.1. The Contractor shall perform the transportation services in compliance with federal, state, and local law, as well as Board policy.

The Contractor must be familiar with any Board policies (including, without limitation, the Board’s Transportation Policy) or regulations which affect the services provided under this Agreement. The Contractor and the Contractor’s employees shall each be responsible for reviewing, at a minimum, on an annual basis, and complying with, all applicable Board policies in their forms as posted on the Board’s website as of the commencement date of the Agreement or as otherwise provided by the Board to the Contractor, including, but not limited to, its non-discrimination policy, as such policies may be amended from time to time. Any questions regarding any policy or its application may be directed by the Contractor to the Superintendent of Schools. The Board’s policies can be accessed at the following web address: [https://drive.google.com/drive/folders/1wVx8s9M-Tj4B\\_OstJ9SJrQeJqccHaZ6E](https://drive.google.com/drive/folders/1wVx8s9M-Tj4B_OstJ9SJrQeJqccHaZ6E)

- 11.2. Confidentiality of Student Records and Student Data Privacy. The Contractor shall comply with the Family Educational Rights and Privacy Act (“FERPA”) in its performance under this Agreement. The Parties shall execute the Student Data Privacy Addendum to the Agreement, in accordance with sections 10-234aa through 10-234dd of the Connecticut General Statutes, to identify the obligations of the parties relative to the security and confidentiality of student information, student records and student-generated content (collectively, “student data”) received or obtained by the Contractor in connection with the Agreement (attached to this Agreement as Exhibit B).

- 11.3. Mandatory Reporting.

- 11.3.1. Reporting of Suspected Abuse and/or Neglect. In connection with the Contractor’s provision of services to the Board pursuant to this Agreement, any official, agent, and employee of the Contractor should be considered a mandatory reporter of abuse and/or

neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes. The Contractor agrees to report, or to cause to be reported through any official, agent, or employee of the Contractor, suspected child abuse and/or neglect to the Connecticut Department of Children and Families in accordance with Connecticut law and to otherwise comply with the Board's Child Abuse and Neglect Reporting Policy, which can be accessed at the following web address: [https://drive.google.com/drive/folders/1wVx8s9M-Tj4B\\_OstJ9SJrQeJqccHaZ6E](https://drive.google.com/drive/folders/1wVx8s9M-Tj4B_OstJ9SJrQeJqccHaZ6E)

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent of Schools.

11.3.2. Reporting of Information to Board Officials. The Contractor shall require its personnel to report any disturbances, irregularities, instances of inappropriate conduct of any type, or disciplinary infractions by students, which are observed during the performance of services to the Board pursuant to this Agreement, to the building principal or other designated Board official. In the case of uncertainty regarding the appropriate Board official to contact with any such report, such report may be made to the Superintendent's office. The Contractor is specifically advised, without limitation, that the Contractor, and any official, agent, and employee of the Contractor, must report acts or allegations of sexual harassment under Title IX of the Education Amendments of 1972. The Contractor agrees to report, or cause to be reported through any official, agent, or employee of the Contractor, any act of sexual harassment witnessed by or reported to the Contractor or any official, agent, or employee of the Contractor pursuant to the Board's policy concerning Title IX/Prohibition Against Sex Discrimination and Sexual Harassment, which can be accessed at the following web address: [https://drive.google.com/drive/folders/1wVx8s9M-Tj4B\\_OstJ9SJrQeJqccHaZ6E](https://drive.google.com/drive/folders/1wVx8s9M-Tj4B_OstJ9SJrQeJqccHaZ6E)

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent of Schools.

## **12. RECORDS AND REPORTS.**

- 12.1. Contractor shall promptly provide those reports and records which may be reasonably requested by the Board pertaining to students, routes, stops, mileage audits, fuel use and other information having to do with daily operations. In reviewing Contractor's records, the Board shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- 12.2. Contractor shall maintain such records and submit such reports, as are deemed necessary by the Board and as negotiated between Contractor and the Board from time to time. All reports required by the Board shall be submitted on forms mutually agreed upon by the Parties.

## **13. FAILURE OF OPERATION AND LIQUIDATED DAMAGES.**

- 13.1. The Board and the Contractor agree that in certain circumstances, the actual damages incurred by the District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the District may assess damages against

the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the District will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the District will attempt to communicate with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the District's determination as to whether or not a mitigating circumstance existed.

13.2. In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Agreement:

13.2.1. If at any time the Contractor does not provide the required number of buses or drivers necessary under the Agreement, the Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$100.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Agreement, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.

13.2.2. If the Contractor does not supply the necessary spare vehicles to operate the transportation services within a 20-minute reporting standard, the District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) that the spare vehicle(s) was/were designated to replace for that day, plus \$50.00.

13.2.3. This Agreement envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.

13.2.4. If at any time the Contractor uses a driver in the performance of this Agreement who has not been approved by the District and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.

13.2.5. In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the District shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the account of the Contractor.

13.2.6. The District requires that all buses that are utilized in the performance of this Agreement(s) have operating and active cameras which comply with the requirements of this Agreement. A \$100 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.

13.2.7. The District requires that all buses that are utilized in the performance of this Agreement(s) have operating and active radios. A \$100 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.

- 13.2.8. The District requires that at all times the Vehicles have operable digital cameras meeting the requirements set forth in this Agreement and operable GPS capabilities. A \$100 per day per bus liquidated damage may be assessed for any bus that violates this mandate.
- 13.2.9. The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the District, the Contractor may be assessed a \$100 per day per bus liquidated damage.
- 13.2.10. Vehicles must meet the age requirements as detailed herein. Vehicles that do not comply with these mandates, and that are found to be operating on any route in violation of the Agreement, will result in liquidated damages of \$50 per day plus the per diem cost of the service provided by the Vehicle.
- 13.2.11. The Manager and/or Dispatcher are precluded from driving duties or maintenance duties, except in an emergency as determined solely by, and authorized by, the District. Should either the Manager or Dispatcher drive one or more routes without the prior approval of the District, the District reserves the right to not pay for that portion of the run operated, plus assess a \$50 per occurrence liquidated damage.
- 13.2.12. Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) and vehicle(s) will result in nonpayment by the District for the trip, a \$50 per missed trip liquidated damage deduction from any payments due to the Contractor under this Agreement, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a bus is more than 15 minutes late for any aspect of a scheduled trip, the District reserves the right to assess a \$50 per trip liquidated damage for the late arrival. However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers and must notify the District at the earliest possible date/time of the potential shortage. No damages would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District's needs.
- 13.2.13. A reliable transportation system is important to meet the education requirements of the students and the District. To this end, students must be picked up in the AM in a timely and consistent manner, and students must be delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM or PM, the District reserves the right to deduct \$50 per occurrence from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), the damages will not be assessed.
- 13.3. It is understood and agreed by the Contractor that the assessment of non-performance damages shall be in addition to the right of the District to terminate this Agreement and that in the event of termination, the above damages will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in

this Section are in addition to any other rights or remedies available to the District under this Agreement, in law and equity.

- 13.4. The District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,000 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.
- 13.5. It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this Agreement, or by exercising the provisions of this Agreement in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous nonexercised or waiver.

#### **14. EQUAL OPPORTUNITY.**

- 14.1. The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class.

#### **15. TERMINATION.**

- 15.1. If, at any time during the term of the Agreement, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Agreement; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; (i) fails to provide the insurance required by this Agreement; (j) fails to provide the Performance Bond required by this Agreement; or (k) fails to comply with any other term or condition contained in the Agreement, the Board shall have the right to terminate the Agreement upon written notice to the Contractor.
- 15.2. The above remedies are in addition to any other remedies the Board may have.
- 15.3. In the event of Agreement termination by the Board, the Board's payment obligation shall cease as of the final date on which transportation services in accordance with this Agreement are last performed by the Contractor.

- 15.4. Upon termination of this Agreement pursuant to this Section, the Contractor (and its surety) will be responsible for, and indemnify the Board for, the Board's expenses, losses and damages incurred in replacing the Contractor for the remainder of the term of the Agreement.

**16. INDEMNIFICATION.**

- 16.1. The Contractor shall hold harmless and indemnify the Town of Branford, the Branford Board of Education and its individual school(s), Superintendent, officers, employees, and agents (each, and "Indemnified Party") against all loss, damage, injury, liability, demands, and claims which may be made by any person, firm, corporation or other entity arising from or caused by (i) an act of neglect, misconduct, default, or omission of Contractor; except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of an Indemnified Party, (ii) a breach of this Agreement; or (iii) a termination of this Agreement prior to the end of the term by the Contractor.

**17. MISCELLANEOUS.**

- 17.1. The Contractor shall not be held or deemed in any way to be the agent or employee of the Board. It is the intention of the Parties that the Contractor shall be and is to be considered an independent contractor.
- 17.2. If any provision of this Agreement is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Agreement and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- 17.3. This Agreement and all Exhibits attached hereto, as well as the RFP and Bid Proposal which are incorporated into the Agreement as set forth in Section 1.3 of this Agreement, constitute the full and complete agreement of the parties hereto and shall be binding upon their perspective permitted successors and assigns.
- 17.4. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.
- 17.5. No failure by the Board to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such agreement, term, covenant or condition.
- 17.6. The signatories to this Agreement represent and warrant that they are duly authorized to enter into this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original and which, when taken together, shall constitute one and the same instrument. A fax, copy or electronic signature page shall constitute an original.
- 17.7. 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. The Board 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. Notice by a Party to the other Party shall be sent to the address of record set forth in the

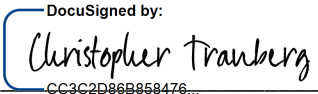
Preamble to this Agreement unless a written notice of change of address of record has been received by the sending Party, in which case a notice shall be sent to such noticed new address of record.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, through the duly authorized individuals signing below.

BRANFORD BOARD OF EDUCATION

Christopher Tranberg

By:   
Title: superintendent  
3/22/2024

ZUM SERVICES, INC.

Ritu Narayan

By:   
Title: Chief Executive Officer  
3/22/2024



## EXHIBIT A PRICING AND EV TRANSITION SCHEDULE

	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10
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	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	Total
<b>Total Proposed Annual Cost:</b>	\$3,933,605	\$4,209,997	\$4,844,681	\$5,357,092	\$6,085,307	\$6,298,293	\$6,518,733	\$6,746,888	\$6,983,030	\$7,227,436	<b>\$58,205,062</b>
<b>Percentage Increase Proposed Year Over Year:</b>	9.76%	9.76%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	

**HOME-TO-SCHOOL/SCHOOL-TO-HOME PRICING - This page should reflect the pricing for home-to-school/school-to-home services pursuant to BPS' Transportation RFP released October 2, 2023. Proposers should outline the proposed cost to the District for the provision of these services over the course of the 10-year contract, which should also demonstrate the phasing in of 100% electric vehicles over the course of the contract period. Please read each line carefully.**

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034
<b>65/66 Passenger: Non-Electric</b>										
4 hours per day - Price per bus, per day	\$364.40	\$399.97	\$413.97	\$428.46	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
5 hours per day - Price per bus, per day	\$383.90	\$421.36	\$436.11	\$451.38	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
6 hours per day - Price per bus, per day	\$415.88	\$456.47	\$472.45	\$488.98	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Mid-days - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Shuttles - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Late runs - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Excess hourly rate	\$55.64	\$61.07	\$63.20	\$65.42	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034
<b>65/66 Passenger: ELECTRIC</b>										
4 hours per day - Price per bus, per day	No Proposal	No Proposal	\$579.56	\$599.84	\$620.83	\$642.56	\$665.05	\$688.33	\$712.42	\$737.36
5 hours per day - Price per bus, per day	No Proposal	No Proposal	\$610.56	\$631.93	\$654.04	\$676.94	\$700.63	\$725.15	\$750.53	\$776.80
6 hours per day - Price per bus, per day	No Proposal	No Proposal	\$661.43	\$684.58	\$708.54	\$733.33	\$759.00	\$785.57	\$813.06	\$841.52
Mid-days - Price per hour, per bus	No Proposal	No Proposal	\$99.54	\$103.02	\$106.63	\$110.36	\$114.22	\$118.22	\$122.36	\$126.64
Shuttles - Price per hour, per bus	No Proposal	No Proposal	\$99.54	\$103.02	\$106.63	\$110.36	\$114.22	\$118.22	\$122.36	\$126.64
Late runs - Price per hour, per bus	No Proposal	No Proposal	\$99.54	\$103.02	\$106.63	\$110.36	\$114.22	\$118.22	\$122.36	\$126.64
Excess hourly rate	No Proposal	No Proposal	\$88.49	\$91.58	\$94.79	\$98.11	\$101.54	\$105.09	\$108.77	\$112.58

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034
<b>Type II/18-20 Passenger: Non-Electric</b>										
4 hours per day - Price per bus, per day	\$333.81	\$366.39	\$379.22	\$392.49	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
5 hours per day - Price per bus, per day	\$351.66	\$385.98	\$399.49	\$413.47	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
6 hours per day - Price per bus, per day	\$380.96	\$418.14	\$432.77	\$447.92	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Mid-days - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Shuttles - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Late runs - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Excess hourly rate	\$55.64	\$61.07	\$63.20	\$65.42	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal

<b>Type II/18-20 Passenger: ELECTRIC</b>										
4 hours per day - Price per bus, per day	\$467.34	\$512.95	\$530.90	\$549.49	\$568.72	\$588.62	\$609.22	\$630.55	\$652.62	\$675.46
5 hours per day - Price per bus, per day	\$492.32	\$540.37	\$559.29	\$578.86	\$599.12	\$620.09	\$641.80	\$664.26	\$687.51	\$711.57
6 hours per day - Price per bus, per day	\$533.34	\$585.39	\$605.88	\$627.09	\$649.03	\$671.75	\$695.26	\$719.59	\$744.78	\$770.85
Mid-days - Price per hour, per bus	\$87.62	\$96.17	\$99.54	\$103.02	\$106.63	\$110.36	\$114.22	\$118.22	\$122.36	\$126.64
Shuttles - Price per hour, per bus	\$87.62	\$96.17	\$99.54	\$103.02	\$106.63	\$110.36	\$114.22	\$118.22	\$122.36	\$126.64
Late runs - Price per hour, per bus	\$87.62	\$96.17	\$99.54	\$103.02	\$106.63	\$110.36	\$114.22	\$118.22	\$122.36	\$126.64
Excess hourly rate	\$77.89	\$85.49	\$88.49	\$91.58	\$94.79	\$98.11	\$101.54	\$105.09	\$108.77	\$112.58

<b>Type II WHEELCHAIR with A/C, Lift: Non-Electric</b>										
4 hours per day - Price per bus, per day	\$347.74	\$381.68	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
5 hours per day - Price per bus, per day	\$366.31	\$402.07	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
6 hours per day - Price per bus, per day	\$396.83	\$435.56	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Mid-days - Price per hour, per bus	\$62.59	\$68.69	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Shuttles - Price per hour, per bus	\$62.59	\$68.69	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Late runs - Price per hour, per bus	\$62.59	\$68.69	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Excess hourly rate	\$55.64	\$61.07	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal

<b>Type II WHEELCHAIR with A/C, Lift: ELECTRIC</b>										
4 hours per day - Price per bus, per day	No Proposal	\$534.35	\$553.06	\$572.41	\$592.45	\$613.18	\$634.64	\$656.86	\$679.85	\$703.64
5 hours per day - Price per bus, per day	No Proposal	\$562.89	\$582.59	\$602.98	\$624.09	\$645.93	\$668.54	\$691.94	\$716.15	\$741.22
6 hours per day - Price per bus, per day	No Proposal	\$609.78	\$631.12	\$653.21	\$676.07	\$699.74	\$724.23	\$749.57	\$775.81	\$802.96
Mid-days - Price per hour, per bus	No Proposal	\$96.17	\$99.54	\$103.02	\$106.63	\$110.36	\$114.22	\$118.22	\$122.36	\$126.64
Shuttles - Price per hour, per bus	No Proposal	\$96.17	\$99.54	\$103.02	\$106.63	\$110.36	\$114.22	\$118.22	\$122.36	\$126.64
Late runs - Price per hour, per bus	No Proposal	\$96.17	\$99.54	\$103.02	\$106.63	\$110.36	\$114.22	\$118.22	\$122.36	\$126.64
Excess hourly rate	No Proposal	\$85.49	\$88.49	\$91.58	\$94.79	\$98.11	\$101.54	\$105.09	\$108.77	\$112.58

<b>7-10 Passenger: Non-Electric</b>										
4 hours per day - Price per bus, per day	\$264.27	\$290.06	\$300.21	\$310.72	\$321.60	\$332.85	\$344.50	\$356.56	\$369.04	\$381.96
5 hours per day - Price per bus, per day	\$278.40	\$305.57	\$316.26	\$327.33	\$338.79	\$350.64	\$362.92	\$375.62	\$388.77	\$402.37
6 hours per day - Price per bus, per day	\$301.59	\$331.02	\$342.61	\$354.60	\$367.01	\$379.86	\$393.15	\$406.91	\$421.15	\$435.89
Mid-days - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	\$76.16	\$78.83	\$81.59	\$84.44	\$87.40	\$90.46
Shuttles - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	\$76.16	\$78.83	\$81.59	\$84.44	\$87.40	\$90.46
Late runs - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	\$76.16	\$78.83	\$81.59	\$84.44	\$87.40	\$90.46
Excess hourly rate	\$55.64	\$61.07	\$63.20	\$65.42	\$67.71	\$70.08	\$72.53	\$75.07	\$77.69	\$80.41

<b>7-10 Passenger: ELECTRIC</b>										
4 hours per day - Price per bus, per day	\$264.27	\$290.06	\$300.21	\$310.72	\$321.60	\$332.85	\$344.50	\$356.56	\$369.04	\$381.96
5 hours per day - Price per bus, per day	\$278.40	\$305.57	\$316.26	\$327.33	\$338.79	\$350.64	\$362.92	\$375.62	\$388.77	\$402.37
6 hours per day - Price per bus, per day	\$301.59	\$331.02	\$342.61	\$354.60	\$367.01	\$379.86	\$393.15	\$406.91	\$421.15	\$435.89

Mid-days - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	\$76.16	\$78.83	\$81.59	\$84.44	\$87.40	\$90.46
Shuttles - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	\$76.16	\$78.83	\$81.59	\$84.44	\$87.40	\$90.46
Late runs - Price per hour, per bus	\$62.59	\$68.69	\$71.10	\$73.59	\$76.16	\$78.83	\$81.59	\$84.44	\$87.40	\$90.46
Excess hourly rate	\$55.64	\$61.07	\$63.20	\$65.42	\$67.71	\$70.08	\$72.53	\$75.07	\$77.69	\$80.41

<b>Bus Aides</b>										
Price per hour	\$27.71	\$30.42	\$31.48	\$32.59	\$33.73	\$34.91	\$36.13	\$37.39	\$38.70	\$40.06
Minimum daily charge	\$110.86	\$121.68	\$125.94	\$130.34	\$134.91	\$139.63	\$144.51	\$149.57	\$154.81	\$160.23

**IN-DISTRICT FIELD AND SPORTS TRIP PRICING - The pricing should reflect a ONE-hour minimum pursuant to BPS' Transportation RFP released October 2, 2023. The top portion of the sheet should reflect trips operating during the normal school day. The bottom portion of the sheet is for trips taken before AM runs or after PM runs and/or non-school days. Please read each line carefully.**

**2024-2025    2025-2026    2026-2027    2027-2028    2028-2029    2029-2030    2030-2031    2031-2032    2032-2033    2033-2034**

**DRIVING TIME: One Hour Minimum, In-District During School Day**

65/66 Passenger: Non-Electric	\$125.17	\$137.39	\$142.20	\$147.17	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
65/66 Passenger: ELECTRIC	No Proposal	No Proposal	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28
Type II/18-20 Passenger: Non-Electric	\$125.17	\$137.39	\$142.20	\$147.17	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II/18-20 Passenger: ELECTRIC	\$175.24	\$192.34	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28
Type II WHEELCHAIR with A/C, Lift: Non-Electric	\$125.17	\$137.39	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II WHEELCHAIR with A/C, Lift: ELECTRIC	No Proposal	\$192.34	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28

**WAITING TIME: One Hour Minimum, In-District During School Day**

65/66 Passenger: Non-Electric	\$0.00	\$0.00	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
65/66 Passenger: ELECTRIC	No Proposal	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II/18-20 Passenger: Non-Electric	\$0.00	\$0.00	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II/18-20 Passenger: ELECTRIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II WHEELCHAIR with A/C, Lift: Non-Electric	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II WHEELCHAIR with A/C, Lift: ELECTRIC	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**DRIVING TIME: One Hour Minimum, In-District Before/After AM/PM or Non-School Days**

65/66 Passenger: Non-Electric	\$125.17	\$137.39	\$142.20	\$147.17	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
65/66 Passenger: ELECTRIC	No Proposal	No Proposal	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28
Type II/18-20 Passenger: Non-Electric	\$125.17	\$137.39	\$142.20	\$147.17	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II/18-20 Passenger: ELECTRIC	\$175.24	\$192.34	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28
Type II WHEELCHAIR with A/C, Lift: Non-Electric	\$125.17	\$137.39	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II WHEELCHAIR with A/C, Lift: ELECTRIC	No Proposal	\$192.34	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28

**WAITING TIME: One Hour Minimum, In-District Before/After AM/PM or Non-School Days**

65/66 Passenger: Non-Electric	\$0.00	\$0.00	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
65/66 Passenger: ELECTRIC	No Proposal	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II/18-20 Passenger: Non-Electric	\$0.00	\$0.00	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II/18-20 Passenger: ELECTRIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Type II WHEELCHAIR with A/C, Lift: Non-Electric	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II WHEELCHAIR with A/C, Lift: ELECTRIC	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**OUT-OF-DISTRICT FIELD AND SPORTS TRIP PRICING - The pricing should reflect a TWO-hour minimum pursuant to BPS' Transportation RFP released October 2, 2023. The top portion of the sheet should reflect trips operating during the normal school day. The bottom portion of the sheet is for trips taken before AM runs or after PM runs and/or non-school days. Please read each line carefully.**

**2024-2025      2025-2026      2026-2027      2027-2028      2028-2029      2029-2030      2030-2031      2031-2032      2032-2033      2033-2034**

**DRIVING TIME: Two Hour Minimum, Out-of-District During School Day**

65/66 Passenger: Non-Electric	\$125.17	\$137.39	\$142.20	\$147.17	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
65/66 Passenger: ELECTRIC	No Proposal	No Proposal	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28
Type II/18-20 Passenger: Non-Electric	\$125.17	\$137.39	\$142.20	\$147.17	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II/18-20 Passenger: ELECTRIC	\$175.24	\$192.34	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28
Type II WHEELCHAIR with A/C, Lift: Non-Electric	\$125.17	\$137.39	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II WHEELCHAIR with A/C, Lift: ELECTRIC	No Proposal	\$192.34	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28

**WAITING TIME: Two Hour Minimum, Out-of-District During School Day**

65/66 Passenger: Non-Electric	\$0.00	\$0.00	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
65/66 Passenger: ELECTRIC	No Proposal	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II/18-20 Passenger: Non-Electric	\$0.00	\$0.00	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II/18-20 Passenger: ELECTRIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II WHEELCHAIR with A/C, Lift: Non-Electric	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II WHEELCHAIR with A/C, Lift: ELECTRIC	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Cost Per Mile Over 50 Miles: Out-of-District During School Day**

65/66 Passenger: Non-Electric	\$4.88	\$5.05	\$5.23	\$5.41	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
65/66 Passenger: ELECTRIC	No Proposal	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II/18-20 Passenger: Non-Electric	\$4.88	\$5.05	\$5.23	\$5.41	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II/18-20 Passenger: ELECTRIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II WHEELCHAIR with A/C, Lift: Non-Electric	\$4.88	\$5.05	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II WHEELCHAIR with A/C, Lift: ELECTRIC	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**DRIVING TIME: Two Hour Minimum, Out-of-District Before/After AM/PM or Non-School Days**

65/66 Passenger: Non-Electric	\$125.17	\$137.39	\$142.20	\$147.17	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
65/66 Passenger: ELECTRIC	No Proposal	No Proposal	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28
Type II/18-20 Passenger: Non-Electric	\$125.17	\$137.39	\$142.20	\$147.17	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II/18-20 Passenger: ELECTRIC	\$175.24	\$192.34	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28
Type II WHEELCHAIR with A/C, Lift: Non-Electric	\$125.17	\$137.39	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II WHEELCHAIR with A/C, Lift: ELECTRIC	No Proposal	\$192.34	\$199.07	\$206.04	\$213.25	\$220.72	\$228.44	\$236.44	\$244.71	\$253.28

**WAITING TIME: Two Hour Minimum, Out-of-District Before/After AM/PM or Non-School Days**

65/66 Passenger: Non-Electric	\$0.00	\$0.00	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
65/66 Passenger: ELECTRIC	No Proposal	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II/18-20 Passenger: Non-Electric	\$0.00	\$0.00	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II/18-20 Passenger: ELECTRIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II WHEELCHAIR with A/C, Lift: Non-Electric	\$0.00	\$0.00	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II WHEELCHAIR with A/C, Lift: ELECTRIC	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Cost Per Mile Over 50 Miles: Out-of-District Before/After AM/PM or Non-School Days**

65/66 Passenger: Non-Electric	\$4.88	\$5.05	\$5.23	\$5.41	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
65/66 Passenger: ELECTRIC	No Proposal	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II/18-20 Passenger: Non-Electric	\$4.88	\$5.05	\$5.23	\$5.41	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II/18-20 Passenger: ELECTRIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Type II WHEELCHAIR with A/C, Lift: Non-Electric	\$4.88	\$5.05	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal
Type II WHEELCHAIR with A/C, Lift: ELECTRIC	No Proposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**TECHNOLOGY, EQUIPMENT, AND INFRASTRUCTURE PRICING - This form should include the proposed cost per year for the technology, equipment, and infrastructure required pursuant to the BPS Transportation RFP released on October 2, 2023. Please read each line carefully.**

Required:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034
Cameras: 65/66 Passenger Bus - 3 minimum required; How many cameras are you proposing per 65/66 passenger bus? ____ Please outline the per bus, per year cost of the proposed number of cameras that will be provided	\$2,766.00	\$606.00	\$2,766.00	\$2,766.00	\$2,766.00	\$606.00	\$606.00	\$2,766.00	\$2,766.00	\$2,766.00
Cameras: 20 Passenger or Fewer Bus - 2 minimum required; How many cameras are you proposing per 20 passenger or fewer bus? ____ Please outline the per bus, per year cost of the proposed number of cameras that will be provided	\$2,421.00	\$2,421.00	\$2,421.00	\$576.00	\$576.00	\$2,421.00	\$2,421.00	\$2,421.00	\$576.00	\$576.00
GPS: All vehicles are required to have GPS; please outline the per bus cost per year	\$1,032.00	\$1,032.00	\$1,032.00	\$1,032.00	\$1,032.00	\$1,032.00	\$1,032.00	\$1,032.00	\$1,032.00	\$1,032.00
Routing software: Required; please outline the annual cost of the software	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Two-way radios - In-bus: Required for all vehicles; please provide the cost per bus per year for each radio; this should include the cost of the base station and tower	\$414.50	\$269.50	\$269.50	\$269.50	\$269.50	\$414.50	\$269.50	\$269.50	\$269.50	\$269.50
Two-way radios - Handheld: Handhelds are required for Terminal Manager and operations staff; please provide the per radio cost per year	\$3,779.00	\$234.00	\$234.00	\$234.00	\$234.00	\$629.00	\$234.00	\$234.00	\$234.00	\$234.00
Electric vehicle infrastructure: Please outline, as indicated in your fleet electrification plan, the total proposed cost each year to obtain and implement the required charging and operating infrastructure needed for the electric fleet	\$50,000.00	\$200,000.00	\$900,000.00	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other:										
Optional:										

Customer service/complaint tracking software: If not proposed, please make sure your proposal outlines how you will track, follow-up on, and resolve customer complaints and incidents	\$20,304.00	\$20,304.00	\$20,304.00	\$20,304.00	\$20,304.00	\$20,304.00	\$20,304.00	\$20,304.00	\$20,304.00	\$20,304.00
Dispatch software: If not proposed, please make sure your proposal outlines your dispatch processes which ensure the deployment, tracking, communication, and support of drivers and vehicles in the field, before, during, and after hours, for all home-to-school/school-to-home and other trips	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Electronic vehicle inspection reporting (EVIR) technology: If not proposed, please make sure your proposal outlines how the required pre-trip and post-trip inspections are tracked daily for each driver and bus	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fleet management information system (FMIS): If not proposed, please make sure your proposal outlines your fleet maintenance program, including how work orders and repairs are tracked, how preventative maintenance cycles are adhered to and completed, vehicle downtime, how technician productivity is tracked, etc.	\$2,256.00	\$2,256.00	\$2,256.00	\$2,256.00	\$2,256.00	\$2,256.00	\$2,256.00	\$2,256.00	\$2,256.00	\$2,256.00
Field trip software: If not proposed, please make sure your proposal outlines how field trips are to be requested, approved, assigned, completed and billed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Student tracking/RFID hardware and software: If not proposed, please make sure your proposal outlines how student safety is monitored when students are on buses to ensure their safe delivery to and from school, home, and activities	\$1,539.00	\$307.80	\$307.80	\$307.80	\$307.80	\$307.80	\$307.80	\$307.80	\$307.80	\$307.80
Other:										

Updated with Don's EV plan & Tweak as of 1.16.23

	2024-25	2025-26	2026-27	2027-28							
<b>EVs</b>	<b>Y1</b>	<b>Y2</b>	<b>Y3</b>	<b>Y4</b>	<b>Y5</b>	<b>Y6</b>	<b>Y7</b>	<b>Y8</b>	<b>Y9</b>	<b>Y10</b>	<b>Total</b>
Type A	1	0	7	5	4						17
Type A (WC)		2	2								4
Type D			7	7	12						26
Van	13										13
<b>Total</b>	<b>14</b>	<b>2</b>	<b>16</b>	<b>12</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>

		<b>Y1</b>	<b>Y2</b>	<b>Y3</b>	<b>Y4</b>	<b>Y5</b>	<b>Y6</b>	<b>Y7</b>	<b>Y8</b>	<b>Y9</b>	<b>Y10</b>
<b>Type A</b>	ICE	16	16	9	4	0	0	0	0	0	0
	EV	1	1	8	13	17	17	17	17	17	17
<b>Type A (WC)</b>	ICE	4	2	0	0	0	0	0	0	0	0
	EV	0	2	4	4	4	4	4	4	4	4
<b>Type D</b>	ICE	26	26	19	12	0	0	0	0	0	0
	EV	0	0	7	14	26	26	26	26	26	26
<b>Van</b>	ICE	0	0	0	0	0	0	0	0	0	0
	EV	13	13	13	13	13	13	13	13	13	13
<b>Total</b>	<b>ICE</b>	<b>46</b>	<b>44</b>	<b>28</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>EV</b>	<b>14</b>	<b>16</b>	<b>32</b>	<b>44</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>
<b>Total</b>		<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>

**EXHIBIT B  
STUDENT DATA PRIVACY**

This Agreement (“Agreement”) is entered into on the date of execution below between the Branford Board of Education (the “Board”) and Zum Services, Inc. (“Transportation Provider”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data received or obtained pursuant to the contract between the Parties (the “Transportation Contract”).

**Article I. Definitions**

For purposes of this Agreement, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Conn. Gen. Stat. § 10-234aa. “Education records” and “personally-identifiable information,” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

**Article II. Purpose of Agreement**

The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to the Transportation Provider in connection with Transportation Provider’s provision of transportation services to the Board. The Parties agree that the Transportation Contract does not require the exchange or maintenance of student generated content and that the exchange of student information and student records, if any, shall be limited in nature. The Board shall only provide to the Transportation Provider student records and/or student information essential to performance of obligations under the Transportation Contract.

**Article III. General Provisions**

- A. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data, including but not limited to the Transportation Contract.
- B. The Parties agree that in the event that any provision, term, or condition of the Privacy Policy of the Transportation Provider or any other policy, procedure or practice of the Transportation Provider concerning student data that is applicable to the Board at any time during the term of this Agreement conflicts with, or is inconsistent with, any provision, term, or condition of this Agreement, the provisions, terms, and conditions of this Agreement shall control over any such inconsistent or conflicting provision, term, or condition.
- C. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Transportation Provider.
- D. The Board may request that the Transportation Provider delete any student data in the Transportation Provider’s possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law (including student data that is required to



be preserved in relation to litigation or that is subject to a litigation hold), or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Transportation Provider, provided the Board may request the deletion of any such student data if such copy has been used by the Transportation Provider to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Transportation Provider. The Transportation Provider will delete the requested student data within two (2) business days of receiving such a request.

- E. The Transportation Provider shall not use student data for any purposes other than those authorized in this Agreement or the Transportation Contract, and may not use student data for any targeted advertising.
- F. If the Transportation Provider receives a request to review student data in the Transportation Provider's possession directly from a student, parent, or guardian, the Transportation Provider agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Transportation Provider agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Transportation Provider, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

#### **Article IV. Security and Confidentiality of Student Data**

- A. The Transportation Provider and the Board shall ensure that they each comply with the FERPA.
- B. Further, the Transportation Provider shall take actions designed to ensure the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:
  - 1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
  - 2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
  - 3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

#### **Article V. Prohibited Uses of Student Data**

- A. The Transportation Provider shall not use student data for any purposes other than those authorized pursuant to this Agreement or the Transportation Contract.
- B. The Transportation Provider shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except: (a) student data that is required to be preserved in relation to litigation or that is subject to a litigation hold, provided that only that student data reasonably believed to be necessary to preserve

may be retained; or (b) in the event that a student, parent, or legal guardian of a student chooses to independently establish or maintain an electronic account with the Transportation Provider after the expiration of this Agreement for the purpose of storing student-generated content.

#### **Article VI. Data Breaches**

- A. Upon the discovery by the Transportation Provider of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data from the Transportation Provider, or the suspicion that such a breach may have occurred, the Transportation Provider shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery (“Initial Notice”). The Initial Notice shall be delivered to the Board by electronic mail to the Superintendent of Schools and shall include the following information, to the extent known at the time of notification:

Date and time of the breach;

Names of student(s) whose student data was released, disclosed or acquired;

The nature and extent of the breach; and

The Transportation Provider’s proposed plan to investigate and remediate the breach.

- B. Upon discovery by the Transportation Provider of a breach, the Transportation Provider shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- C. The Transportation Provider agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd.

#### **Article VII. Choice of Law, Choice of Forum, Merger, Severability**

- A. Choice of Law. The parties agree that this Agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.
- B. Choice of Forum. The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.
- C. Amendment. This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- D. Severability. A court finding of invalidity for any provision of this Agreement does not invalidate other provisions or applications that are not affected by the finding.

**Article VIII. Term**

- A. The term of this Agreement shall be effective upon execution by both parties and shall terminate when all of the student data collected, used, possessed or maintained by the Transportation Provider is properly and completely deleted or destroyed or returned to the Board, or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of Paragraph B within this Article.
  
- B. In the event that the Transportation Provider determines that returning or completely deleting or destroying the student data is infeasible, the Transportation Provider shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Transportation Provider shall extend the protections of this Agreement to such student data and limit further uses and disclosures of such student data to those purposes that make the return or complete deletion or destruction infeasible. The Transportation Provider shall not use or disclose such student data and shall maintain its security pursuant to this Agreement for so long as the Transportation Provider possesses or maintains such student data. In the event a disaster recovery system containing student data is used to repopulate the Transportation Provider's databases following the recovery from a disaster, the Transportation Provider shall delete all such student data immediately.

BRANFORD BOARD OF EDUCATION

By \_\_\_\_\_ Date \_\_\_\_\_

ZUM SERVICES, INC.

By \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT C  
INSURANCE REQUIREMENTS**

The Contractor shall throughout the term of this Agreement provide and maintain, at the Contractor's expense, the following minimum insurance coverage and name the Town of Branford and Branford Board of Education as an Additional Insureds on a primary and non-contributory basis to all policies, except Workers Compensation. All policies must include a Waiver of Subrogation in favor of the Town of Branford and Branford Board of Education. Insurance shall be written with carriers approved to do business in the State of Connecticut and with a minimum AM Best rating of "A-" VIII:

- **Workers Compensation (Statutory) and Employer's Liability:**
  - \$1,000,000 each accident for bodily injury by accident
  - \$1,000,000 each employee for bodily injury by disease; and
  - \$1,000,000 policy limit for bodily injury by disease
- **General Liability Insurance:** Commercial general liability on an occurrence coverage form. The limits of liability shall not be less than:
  - \$1,000,000 each occurrence
  - \$1,000,000 for personal and advertising injury liability
  - \$1,000,000 aggregate on products and completed operations; and
  - \$2,000,000 general aggregate
- **Automobile Liability Insurance:** Includes coverage on all owned, hired, and non-owned automobiles and buses.
  - \$1,000,000 Combined single limit each accident for bodily injury and property damage
- **Abuse and Molestation Liability:** If this coverage is endorsed onto the General Liability, it must be clearly stated on the policy that the Automobile exclusion does not apply to this coverage.
  - \$1,000,000 each occurrence
  - \$2,000,000 aggregate
- **Umbrella/Excess Liability Insurance:** Coverage is following form over the Automobile, General Liability, Abuse & Molestation Liability and Employer's Liability.
  - \$15,000,000 each occurrence
  - \$15,000,000 aggregate

The Contractor shall submit current Certificates of Insurance giving evidence of the above listed insurance requirements throughout the term of the Agreement to the Branford Board of Education. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Board does not eliminate the mandate.

The above listed limits are strictly minimum amounts. The Board encourages the use of higher limits and assumes no liability if claims are presented against the Contractor for amounts in excess of these minimum limits.

Should any of the above required policies be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the Branford Board of Education.