CONTRACTOR RESPONSIBILITIES

- That all buses shall be clean and have operational air conditioning and restrooms, if applicable, and that driving staff are prepared with accurate routing information.

- That in the event of mechanical breakdown, or accident, the Contractor shall be responsible to timely provide substitute buses or to subcontract with another approved vendor from the District approved Common Carrier list.

- Only vendors approved on the list may be used as subcontractor.

- If the school/department has deadlines to meet, the Contractor will take whatever action necessary to ensure deadlines are met and the destination is reached within the original time required to avoid default. Default may result in the release of any financial obligation the District has with the Contractor for the particular trip.

- A non-approved Contractor may not be used even in an emergency during non-business hours without contacting the Transportation Department for directions.

- Contractor shall maintain a record of each driver’s CDL number and be able to show proof that each driver is properly licensed.

DISTRICT (CHARTERING PARTY) RESPONSIBILITIES

- Detailed itineraries will be provided two (2) weeks prior to the trip and a FINAL itinerary will be provided seventy-two (72) hours prior to departure and provided to the contractor.

- The school/department will provide the number of approved chaperones per bus in accordance with District policy to accompany students on all trips.

- The school/department shall abide by the Contractor’s policy regarding food or drink that is allowed on board. Large coolers shall be stored in cargo areas if applicable. Small coolers may be allowed on board at the discretion of the Contractor.

- The school/department agrees to abide by applicable federal, state and local laws and School Board policies. The trip sponsor shall aid in the enforcement of compliance with applicable laws and policies. Itineraries shall allow for compliance with federal regulations regarding drivers on duty and hours of service.

- The school/department agrees to pay a deposit of $300 per bus thirty (30) days prior to the scheduled date of the trip if required by the Contractor.
Common Carrier Trip Guidelines

TRIP CANCELLATION

- In cases where cancellation of a trip by the school/department occurs **five (5) “school days”** (school is in session) prior to date of trip there will be **no trip and/or penalty charges** assessed.

- A “school day” is any day where classes are in session for students. Any deposit paid to the Contractor will be returned to the school/department.

- Cancellations made by the school/department **less than five (5) school days** prior to the date of trip, **a penalty payment of $200.00 per bus** will be paid to the Contractor by retention of deposit unless the cancellation is the result of complaint/removal procedures.

- Cancellations made by the Contractor at least twenty (20) business days prior to the date of trip will be accepted by the school/department with no penalty.

- Any deposit paid to the Contractor will be returned to the school/department.

- Cancellations made by the Contractor less than twenty (20) business days prior to the date of the trip will include a penalty payment to the school/department of **$300.00 per bus**, in addition to the $200.00 deposit returned by the Contractor to the school, as set forth above.

- Continued cancellations may result in the removal of the Contractor from the list of approved contractors.

- All cancellations by either party shall be made in writing.

TARDINESS AND ADDITIONAL EXPENSES

- Should Contractor arrive more than one (1) hour behind schedule, all charges connected with alternate arrangements, if any, either made by District personnel or Contractor, will be the responsibility of the Contractor.

- Contractor agrees to return all monies received, including but not limited to deposits paid in advance of the services, should the alternative arrangements result in a complete cancellation of Contractor’s services or the pro rata costs in the event of a partial cancellation of the Contractor’s services.

- Contractor shall be responsible for any additional costs incurred by the District due to Contractor’s failure to provide the services in accordance with this Agreement, including but not limited to, breach of any warranty or representation in Section 3 Contractor Responsibilities and Representations, mechanical failure, or tardiness.

INSURANCE

- **Verify insurance coverage is updated on the common carrier list located on the DCPS website** [http://www.duvalschools.org/Domain/4424](http://www.duvalschools.org/Domain/4424)