



SCHOOL DISTRICT OF ESCAMBIA COUNTY

75 NORTH PACE BOULEVARD
PENSACOLA, FL 32505
<http://www.escambia.k12.fl.us>
Malcolm Thomas, Superintendent

The following is a copy of the body of the agreement signed by Charter Bus Companies and Travel Agencies.

Please remember that all use of Charter Bus Companies, regardless of whether you are paying with District or Internal Funds must meet the requirements of this agreement. If you book a bus through a travel agency, that agency can only use the Charter Bus Companies on this agreement and all terms and conditions apply as per this agreement.

I. SCOPE

1. The purpose of this registration is to provide schools with a list of charter bus companies who are licensed and insured for the fulfillment of the transportation needs of Escambia County students.
 - Schools that purchase Charter Bus services shall use only the companies and buses on this list.
 - Travel agencies contracting with schools or school district representatives for Charter Bus services must use only the bus companies on this list.
 - The company agrees to extend these terms and conditions to all PTA, PTSA, athletic boosters, band boosters, and other support organizations that provide direct support for student activities.
2. This registration shall be for the period covering October 1, 2013 through September 30, 2014.
3. Safety, inspection and compliance records will be reviewed by the Escambia County School District prior to a Charter Bus Provider being added to the list. This will be viewed on sites including, but not limited to, FMCSA (Federal Motor Carrier Safety Administration).
 - a) All inspections required for FMCSA must be current and in good standing.
 - b) After review of Charter Bus Provider's record on FMCSA, the District may require the Charter Bus Provider to bring all coaches to the Escambia County School District Transportation Garage for inspection. Any mileage or trip expense incurred by the vendor in getting the motor coach(es) to the District's garage will be solely the expense of the vendor.
 - c) Vendor must have an overall safety rating of "satisfactory" in the Safe-Stat system on the Federal Motor Carrier Safety Administration web site.
 - d) Vendor must return documentation showing District badge/credentials are current for all drivers.
 - e) The District may review safety records and reserves the right to inspect vendor vehicles at any point during the agreement term.

4. As set forth in School Board Rules, School District representatives **must get three written quotes for trips totaling over \$7,500.** However, it is highly recommended that school district personnel secure three quotes on **all** trips, regardless of total cost.
5. All companies shall agree to the terms and conditions below.

TERMS AND CONDITIONS

1. To register with the District, each carrier will be required to meet the Liability requirements as set forth by the Public Safety Commission (\$500,000.00) and the Interstate Commerce Commission (\$5,000,000.00). This liability policy will be required to be in effect for a period covered by this agreement and at the time service is rendered.
 - An insurance certificate issued to the District along with a workers compensation rider, must accompany the signed registration form that must be sent to the District Purchasing Department. If the Charter Bus Service Provider has more than one location, insurance certificate should state locations covered.
 - The District Purchasing Department must be provided a 30 day notice of any cancellation of insurance.
2. Each driver shall have a valid license issued by the State of Florida Highway Safety and Motor Vehicles Department or another state's motor vehicles department as a Commercial Motor Vehicle Operator. The license shall be for the class and type of vehicle to be driven. Each carrier must maintain a record of each driver's CDL number and be able to show proof that each driver is properly licensed and required random drug tests have been conducted.
3. All buses shall be air conditioned, clean and with no safety defects at the time of departure.
4. The School District/School reserves the right to have a representative inspect the bus or buses prior to the departure, for the mechanical condition, cleanliness, etc. of the bus or buses. Buses failing to meet acceptable standards will be considered a breach of contract and will not be utilized for transporting Escambia County students.
5. **Payment Terms: Net 10 days after trip. No down payment or deposits will be charged or collected.**
6. In the event of mechanical breakdown, or accident, the company shall be responsible to subcontract with another approved vendor from the Escambia County School District approved list, if necessary, to complete its obligation. Only vendors approved on the list may be used as subcontractor. If the school/department has deadlines to meet, the company will take whatever action necessary to ensure deadlines are met and the destination is reached within the time required to avoid default. Default will result in the release of any financial obligation the District has with the company for the particular trip.
7. By signing below, the company agrees to the above Scope and Terms and Conditions. Please sign application and return both insurance certificate and Occupational license to The Escambia County School District, Purchasing Department, 75 North Pace Boulevard, Pensacola, FL 32505.
8. By signing, the company agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This

certification will be provided to the school in advance of the vendor providing any services while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://www.escambia.k12.fl.us> (Select "Fingerprinting").

9. Vendor will provide the District/School a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.