

CHARTER BUS CONTRACT
Between
ELIZABETH CITY STATE UNIVERSITY
and

THIS AGREEMENT is made and entered into by and between **ELIZABETH CITY STATE UNIVERSITY**, a constituent institution of the University of North Carolina (hereinafter referred to as "ECSU"), 1704 Weeksville Road, Elizabeth City, North Carolina 27909 and _____ (hereinafter referred to as "Contractor"), with a principal place of business located at: _____.

RECITALS:

WHEREAS, ECSU on behalf of its _____ seeks to secure Contractor to provide roundtrip charter bus transportation for its _____ to _____ in _____, ____; and

WHEREAS, Contractor is engaged in the charter bus business and desires to provide charter bus transportation to ECSU; and

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration, the parties agree to the following terms and conditions:

SCOPE OF SERVICES: The Contractor, through its employees and/or agents, is obligated to provide the following charter bus services to ECSU:

- A. Properly maintained clean buses in good working order that conform with industry standards on the dates and times reflected on the itinerary set forth in the Addendum attached to this agreement;
- B. Bus driver(s) who are duly certified, licensed and conform with applicable requirements for motor carrier drivers and who are both drug-free and alcohol-free;
- C. Preparing all bus driver(s) with routing information for ECSU event itineraries;
- D. Perform all services due by Contractor under this agreement with the standard of care and quality that prevails as the business standard for charter bus companies;
- E. Furnish ECSU with a certificate of insurance from its insurance carrier showing it has complied with the insurance provisions as set forth in SECTION 15 of this agreement within 2 business days of each scheduled Charter departure. If the required certificate of insurance is not provided to ECSU as provided above, ECSU shall have the right to immediately terminate this agreement.

TERM: This contract shall cover services rendered on _____.

COST OF SERVICES: The Contractor shall furnish the subject services to ECSU at a total cost not to exceed a maximum of _____ Dollars and _____ Cents (\$_____.____).

GENERAL CONTRACT TERMS AND CONDITIONS

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with ECSU.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by ECSU. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal, if any.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of ECSU. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. Notwithstanding, the Contractor shall not be relieved of liability to ECSU for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due to ECSU from such breach can be determined.

In case of default by the Contractor, ECSU may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State, acting through ECSU, reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented

from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **CANCELLATION OF CHARTERS:** ECSU may cancel a scheduled charter up to 72 hours prior to a scheduled departure. If ECSU cancels a charter under this provision, ECSU shall have no obligation to pay fees to Contractor for the scheduled charter date.
8. **TERMINATION:** ECSU may terminate this agreement at any time by 48 hours advance notice in writing from ECSU to the Contractor. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made, if any.
9. **PAYMENT TERMS:** Payment terms are Net not later than 30 business days after receipt of correct invoice(s) for services rendered or acceptance of services, whichever is later.
10. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to ECSU for the purpose set forth in this agreement.
11. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
12. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.
13. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
14. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
15. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. **Worker's Compensation -** The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. **Commercial General Liability -** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
 - c. **Automobile -** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit

shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

16. **ADVERTISING:** The Contractor shall not use the award of a contract as part of any news release or commercial advertising.

17. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

18. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the University and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

19. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

20. **GENERAL INDEMNITY:** The contractor shall hold and save ECSU, its trustees, officers and employees, the State of North Carolina, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the processing of contractor services. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

21. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State University responsible for the contract.

Vendor must give notice to the using University of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

- 22. **VEVRAA REQUIREMENT:** ECSU is subject to the requirements of the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). **This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

- 23. **SECTION 503 REQUIREMENT:** ECSU is subject to the requirements of Section 503 of the Rehabilitation Act of 1973. **This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

- 24. **MISCELLANEOUS:**
 - A. Smoking and use of alcoholic beverages is prohibited at all times on Contractor's buses;
 - B. _____.

- 25. **BY EXECUTIVE ORDER 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
 - (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and consultants should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this contract on the date(s) below in original counterpart(s).

ELIZABETH CITY STATE UNIVERSITY

By: _____

By: _____

Title: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

Federal Tax ID: _____

State of Incorporation: _____

State Corp. ID No.: _____

ADDENDUM

Itinerary: (Charters are subject to cancellation up to 72 hours prior to departure by ECSU).

DATE	DESTINATION	EXPECTED DEPARTURE TIME-ECSU	EXPECTED ARRIVAL TIME-ECSU	NUMBER OF COACHES	DESCRIPTION OF COACH BUSES	COST PER EVENT
__/__/__	[Roundtrip] ECSU – _____, __ – ECSU	__:__	__:__	__	____ Passenger Capacity	\$____.____
__/__/__	[Roundtrip] ECSU – _____, __ – ECSU	__:__	__:__	__	____ Passenger Capacity	\$____.____
__/__/__	[Roundtrip] ECSU – _____, __ – ECSU	__:__	__:__	__	____ Passenger Capacity	\$____.____

TOTAL COST FOR SERVICES: \$_____.