

**FAYETTEVILLE STATE UNIVERSITY
TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between Fayetteville State University, 1200 Murchison Road, Fayetteville, North Carolina 28301 (hereinafter referred to as FSU) and _____ (hereinafter referred to as Contractor), with a principal place of business located at _____.

WHEREAS, FSU on behalf of its Department of _____ seeks to secure Contractor to provide roundtrip charter bus transportation; and

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

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration, the parties agree to the following terms and conditions: For and in consideration of the mutual promises set forth in this Agreement, the parties do mutually agree as follows:

1. **Scope of Services.** Contractor agrees to transport _____ students/employees/others to _____

• ***FSU Campus Pickup.*** Contractor shall pick-up students/employees/others no later than _____ am/pm on _____, 20___ Pick-up shall occur at _____ located on the FSU campus.

• ***Return Transportation.*** Contractor shall pick-up students/employees/others no later than _____ am/pm on _____, 20___ for a return trip to the FSU campus. Pick-up shall occur at _____.

2. **Motor Coach/Driver Requirements.** Contractor represents and warrants the following:

- a. Contractor (and any subcontractor) is in compliance 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;
- b. Drivers are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction;
- c. Drivers have been subjected to criminal background checks, and in accordance with applicable law a drug screening has been conducted. Certifications that such checks and screenings have been completed must be submitted to Contractor prior transporting Contractor's students/employees;
- d. Motor coaches are able to transport at least 25-57 passengers per motor coach and transport any associated equipment/luggage for each individual group;
- e. Motor coaches are clean with a proper working climate control system and access to a working cellular telephone is available;
- f. Restrooms are clean and recently serviced prior to each trip; and
- g. Motor coaches include the following standard equipment: reclining seats, USB ports, a wireless public address system, DVD players with color monitors, and individual overhead light and climate controls.

3. **Obligations of FSU.** FSU agrees to pay Contractor _____ dollars (\$ _____) for the services provided in Paragraph 1 above. FSU will make payment after invoice(s) have been approved by the Vice Chancellor for Business and Finance ("Vice Chancellor"). FSU will not pay for services in advance without the prior approval of the Vice Chancellor.
4. **Contract Administrator.** _____ is designated as the Contract Administrator for FSU. The Contract Administrator shall be FSU's representative in connection with the Contractor's performance under this Agreement. FSU has complete discretion in replacing the Contract Administrator with another person of its choosing.
5. **Contractor's Supervisor.** _____ whose title is _____ is designated as the Contractor's Supervisor. The Contractor's Supervisor is fully authorized to act on behalf of the Contractor in connection with this Agreement.
6. **Substitution of Key Personnel.** The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Agreement. The Contractor shall not substitute key personnel assigned to the performance of this Agreement without prior approval by the Contract Administrator. "Key personnel" is defined as the individual identified by name in this Agreement or in written communication from the Contractor.
7. **Subcontracting.** No sub-contracting of motor coaches from other companies is allowed unless there has been prior written approval from the University's Purchasing Director. Sub-contracted motor coaches must meet or exceed the same requirements as Contractor. All sub-contracted motor coaches will be subject to inspection by University personnel prior to travel.
8. **Termination.** FSU may terminate this Agreement at any time by giving fifteen (15) days notice in writing from FSU to the Contractor. If the Agreement is terminated by FSU as provided herein, the Contractor will be paid in an amount which bears the same ratio to the total compensation as Contractor covered by this agreement; or for each full day of services performed, less payment of compensation previously made.

Upon the entering of a judgment of bankruptcy or insolvency by or against Contractor, FSU may terminate this Agreement for cause.

FSU may terminate this Agreement immediately and without prior notice upon breach of this Agreement by the Contractor.
9. **Availability of Funds.** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.
10. **Improper Payments.** The Contractor shall assume all risks attendant to any improper expenditure of funds under this Agreement. The Contractor shall refund to FSU any payment made pursuant to this Agreement if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within thirty (30) days after FSU notifies the Contractor in writing that a payment has been determined to be improper.

11. **Indemnification.** The Contractor shall indemnify and hold harmless FSU, its trustees, officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain:
- a. arising out of the Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard;
 - b. arising directly or indirectly out of the Contractor's performance or lack of performance of this Agreement; or
 - c. arising out of liens that are asserted relating to the Contractor's performance or lack of performance of this Agreement.

12. **Insurance Requirements.** During the term of this Agreement, 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 this Agreement. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- a. **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.
- b. **Automobile Liability Insurance:** Such coverage must 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.
- c. **Workers Compensation & Employer's Liability:** Contractor shall provide and maintain Workers Compensation insurance as required by the laws of North Carolina. This insurance will include employer's liability coverage with minimum limits of five hundred thousand (\$500,000) covering all contractor's employees who are engaged in any work under the scope of this contract. If any work is subcontracted, the successful contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

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.

The Contractor will require all subcontractors to maintain the type and amount of insurance required of the Contractor pursuant to this Section 11 and to furnish to FSU a certificate of such insurance.

13. **Agreement Modifications.** This Agreement may be amended only by written amendment duly executed by both FSU and the Contractor.
14. **Relationship of Parties.** The Contractor is an independent Contractor and not an employee of FSU. The conduct and control of the work will lie solely with the Contractor. This Agreement shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and FSU. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
15. **Advertisement.** The Contractor shall not use this Agreement in connection with any advertising without prior written approval by FSU.
16. **Non-discrimination.** During the performance of this Agreement, the Contractor shall not discriminate or deny the Agreement's benefits to any person on the basis of religion, race, color, religion, sex, age, national origin or disability.
17. **Conflict of Interest.** The Contractor shall not permit any member of FSU or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Agreement or to have any interest in any Agreement, subcontract or other agreement related to this contract, either for it or for those with whom it has family or business ties.
18. **Gratuities to FSU.** The right of the Contractor to proceed may be terminated by written notice if FSU determines that the Contractor, its agent or another representative offered or gave a gratuity to an official or employee of FSU in violation of policies of FSU or laws of the State of North Carolina.
19. **Kickbacks to Contractor.** The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractors' employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a FSU Agreement or in connection with a subcontract relating to a FSU Agreement. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to FSU in writing the possible violation.
20. **Monitoring and Evaluation.** The Contractor shall cooperate with FSU, or with any other person or agency as directed by FSU, in monitoring, inspecting, auditing or investigating activities related to this Agreement. The Contractor shall permit FSU to evaluate all activities conducted under this Agreement.
21. **Financial Responsibility.** The Contractor agrees that it is financially solvent and able to perform under this Agreement. If requested by FSU, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by FSU's Finance Officer.
22. **Confidentiality of Student Information.** If, during the course of the Contractor's performance of this Agreement, the Contractor should obtain any information pertaining to the students' official records, the Contractor agrees that this Agreement shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records.
23. **Enforceability.** This Agreement shall not be enforceable unless signed by the Vice Chancellor.

24. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Agreement. This document (including exhibits, if any), any purchase order used in connection with this Agreement and any other document expressly incorporated in this Agreement by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.
25. **Governing Jurisdiction.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement, will be determined in Cumberland County, North Carolina. North Carolina law will govern the interpretation and construction of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first above written.

FSU

Contractor

BY: _____
Signature
Vice Chancellor for Business and Finance

BY: _____
Signature

or

Printed Name

BY: _____
Signature
Associate Vice Chancellor for Finance

Title

All contractual agreements must be reviewed and initialed by the individuals below prior to submission to the VC for Business and Finance or AVC for Finance for signature.

Please initial below

Division Budget Manager

FOAP

VC or Athletic Director

GC and VC for LARC

Rev. 06/2022