

# ITHACA COLLEGE

## AGREEMENT FOR Motor Coach and Bus Transportation

### **A. Introduction**

This Agreement is between Ithaca College, 953 Danby Road, Ithaca, NY 14850, (herein referred to as the "College") and \_\_\_\_\_ (please insert each entity name or DBA subject to this agreement and each corresponding US DOT and MC license number) herein referred to as "the Contractor", for the purpose of providing motor coach or bus transportation to the College community.

### **B. Term of Agreement**

This Agreement is for a period of three (3) years beginning June 1, 2016 to May 31, 2019 with the option to renew, depending on College needs, satisfactory performance, market conditions, and mutual agreement. There is no guaranteed renewal.

### **C. Scope of Work**

The Contractor shall provide over-the-road motor coaches, buses, and transportation vehicles (see "Section E – Motor Coach/Bus Specifications") and qualified drivers to transport College groups, athletic teams, students, staff and faculty to various sites as requested within New York State and out of state. Transportation services may consist of day trips or extended overnight travel.

### **D. General Specifications**

1. The Contractor shall certify that it is qualified to provide services covered in this Agreement. The Contractor certifies that it has adequate facilities, capabilities, equipment and employees to support requirements of this Agreement.
2. It is the Contractor's responsibility to meet the College's delivery requirements. The College reserves the right to obtain services on the open market in the event that the Contractor fails to make delivery.
3. The Contractor shall have and maintain the minimum insurance required by the College for the term of this Agreement (see "Section M – Insurance Requirements").
4. The Contractor must comply with all Federal Vehicle Safety Standards, Department of Transportation regulations, Federal Motor Carrier Safety Administration, NYS Department of Motor Vehicles, all OSHA, Federal, State, and local environmental and safety transportation laws and regulations as required for prescribed services within this Agreement.
5. The Contractor shall provide trained and appropriately licensed personnel to properly service the College's account.
6. The Contractor's employees shall be subject to rules and regulations of the College while on College property.

### **E. Motor Coach / Bus Specifications**

The Contractor's responsibilities for equipment are listed below and include, but are not limited to, the following:

1. All motor coaches and buses shall be less than fifteen (15) years old.
2. All motor coaches and buses shall be serviced and maintained by the Contractor in a consistent and frequent manner. The Contractor is responsible for incurring any costs associated with any and all materials, parts, labor, oil and fuel for motor coaches and buses provided to the College. All maintenance records must be available to the College upon request.
3. All motor coaches and buses shall comply with all DOT, NYS DMV, OSHA, Federal, State, and local environmental, safety, and transportation rules and regulations,

4. All motor coaches and buses shall be in excellent operating condition, clean, neat, and odor-free at the start of each destination.
5. All motor coaches shall provide seating of a minimum of thirty-eight (38) passengers to fifty-five (55) passengers when specified.
6. All "mini-buses" shall provide seating for a minimum of fourteen (14) to thirty-six (36) passengers. No fifteen (15) passenger vans.
7. All motor coaches and buses shall be air conditioned and heated.
8. All motor coaches and buses shall be equipped with clean and working restrooms.
9. All motor coaches and buses shall be equipped with tinted windows and individual interior lights.
10. All motor coaches and buses shall be equipped with a first aid kit.
11. All motor coaches and buses shall be equipped with TV/VCR/DVD equipment and have multiple viewing screens.
12. All motor coaches and buses shall have interior luggage compartments for personal item storage.
13. All motor coaches and buses shall be equipped with a PA system.
14. All motor coaches and buses shall have clean, lockable storage bays under the vehicle for luggage and equipment or rear cargo door storage to accommodate these items.
15. All motor coaches and buses must be designated and operated as non-smoking through the College's use.
16. All motor coaches and buses shall have inter-communication capability and be able to communicate both with each other and with the Contractor's home base 24/7 while in transit. In-transit communication can be radio or cellular phone.
17. In emergency situations (accidents or equipment breakdown), the Contractor shall have immediate access to substitute equipment and/or driver as applicable. If the Contractor does not have immediate access to substitute equipment in the event of breakdown or accident the Contractor is responsible for all costs associated with the use of another bus provider.

#### **F. Driver Qualifications**

1. All drivers must be at least twenty-five (25) years of age and appropriately licensed per applicable New York State DMV laws and insured in accordance with all applicable laws and regulations for operating in the continental United States, in addition to Contractor meeting requirements in Section M. Driving records shall be available upon request of the College.
2. All drivers shall present a clean and neat appearance and conduct service in a professional manner.
3. All drivers shall be courteous, considerate and be clearly identified as authorized employees of the Contractor with appropriate identification.
4. All drivers shall be drug-tested on an annual basis by the Contractor.
5. All drivers shall obtain directions and map out travel for all destinations prior to departing, including travel within a city. It is the Contractor's responsibility to provide maps or directions.

#### **G. Operation of Motor Coach or Bus**

1. Motor coaches and buses must be operated in a careful and prudent manner regarding safety and well-being and in strict compliance with all traffic rules and regulations.
2. Absolutely no alcohol or drugs shall be allowed.
3. In the event the College determines that a driver has been remiss in their responsibility concerning requests, safety standards, speeding or offensive behavior, the College reserves the right for the removal of the driver from immediate and future charters.
4. All drivers must work with the designated authorized College employee or athletic coach to be available for local transportation at the trip destination.
5. Tolls and parking fees, along with fuel and repairs are the Contractor's responsibility.

#### **H. Overnight Trip Driver Accommodations, Meals and Gratuities**

1. Driver accommodations for overnight College trips will be handled on a case-by-case basis with the representative of the specific College department with the exception of **Athletic teams. The Athletic Department will include the bus driver for any overnight trips; reserving and paying for the driver's hotel room.**
2. Stops for meals may be required on certain trips and these are the responsibility of the contractor.

3. In all cases, the College will not pay any driver gratuities over and above the quoted trip cost.

#### **I. Trip Confirmation**

Contractor will provide to College department representative a schedule/trip confirmation immediately after trip arrangements are made. Confirmation shall be inclusive with bus provider detail, date(s) of trip (including departure and return), pick-up and departure times, return time to College, expenses (including total cost and deposit), payment due date(s), description of vehicle(s) reserved (including total capacity), and any other information as requested by College department representative.

#### **J. Trip Cancellation**

In cases where cancellation by the College of a trip is necessary due to unforeseen circumstances, the College will strive to notify the Contractor as soon as possible.

1. In cases where cancellation by the College of a trip occurs no less than six (6) hours before embarkation from the Contractor's workplace, there will be no trip and/or penalty charges assessed. Any prepaid trip deposit will be returned to the College.
2. In cases where cancellation by the College of a trip is necessary due to unforeseen circumstances is less than six (6) hour notification, any penalty charges assessed will not equal the full cost of the planned trip. Such charge should be no larger than is needed to defray the Contractor's expenses, i.e. hourly compensation for the bus driver commuting to/from work site.
3. The College will work closely with the Contractor to confirm and schedule, with as much advance notice as possible all anticipated trips to ensure a positive working relationship. Transportation often occurs before or after normal, 8:00 - 5:00 pm, business hours. Firm departure dates will be shared with the Contractor as soon as they are available, especially in the case of College Athletics department team trips.

#### **K. Trip Tardiness/No Show**

Should the coach or bus and driver arrive at the trip point of origin more than thirty (30) minutes late from the arranged time or not arrive at all, all charges connected with alternate arrangements, either made by Ithaca College authorized personnel or the Contractor, will be the responsibility of the Contractor.

#### **L. Invoicing and Payments**

1. College reservations may be made by authorized employees using a College Travel Card or with an authorized, signed Purchase Order. Each such Purchase Order or other written order confirmation (hereafter "Purchase Order") will be incorporated into and attached as a part of this Agreement. If any terms within a Purchase Order contradict or are inconsistent with any terms of this Agreement, the terms of this Agreement shall supersede.
2. All invoices shall be paid thirty (30) days from date of invoice unless other arrangements have been made with the authorized College employee and the Contractor.
3. Electronic Funds Transfer (EFT) payment directly into the Contractor's bank account may be arranged through the College's Accounts Payable Department by calling 607-274-3808.
4. All invoices shall include, but not be limited to, the following information when submitted for payment:
  - a. Ithaca College Purchase Order Number, if applicable
  - b. Name of group transported
  - c. Date of invoice
  - d. Date of trip
  - e. Actual trip miles traveled
  - f. Any itemized additional trip charges
  - g. Total amount due

- h. Any additional discount terms for early payment, if applicable (i.e., 2% discount, 10 days Net, etc.)
- 5. All invoices for payment shall be sent to the authorized College employee who booked the trip.
- 6. The College is exempt from Federal and State Excise Tax. A copy of the College's tax exempt certificate will be supplied to the Contractor upon request.

**M. Insurance Requirements – MANDATORY**

The College requires certificate(s) of insurance be on file with the College's Office of Risk Management for review and approval prior to the commencement of any work by the Contractor. The certificate(s) of insurance will be provided within (30) working days by mailing to Ithaca College, c/o the Office of Risk Management, 953 Danby Road, Ithaca, New York 14850, or faxing to (607) 274-5717, or by email to [riskmanagement@ithaca.edu](mailto:riskmanagement@ithaca.edu).

Insurance shall be on a **yearly basis** written for not less than any amounts of liability specified as part of this contract. Contractor shall provide the following insurances evidencing all required conditions on the Certificate(s) of Insurance:

- a) Primary Liability Insurance in form providing coverage not less than a Commercial General Liability insurance policy including independent contractors and employees as additional insureds, contractual liability coverage and personal injury liability coverage for claims arising out of the activity hereunder for personal injury, bodily injury and property damage in policy or policies of insurance such that the total available limits to all insureds combined will not be less than \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 completed operations aggregate.
- b) Primary Automobile Liability Insurance covering all owned, non-owned and hired automobiles. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy in limits not less than: \$1,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage, Contractual Liability, if not provided in the policy form, is to be provided by endorsement.
- c) Workers' Compensation Insurance in Statutory Limits of the Workers' Compensation Laws of the State of New York with Coverage B - Employer's Liability \$1,000,000 each employee for Bodily Injury by disease and \$1,000,000 policy limit Bodily Injury by disease covering all activities of contractor in connection with the job.
- d) Umbrella Excess Liability Insurance on a following form basis over all primary Liability coverage in limits of \$5,000,000.

Each insurance policy hereunder shall provide the following conditions:

- A) To name Ithaca College, their directors, officers, agents, consultants, and employees and all other interests may be reasonably required by the College as Additional Insureds. The coverage afforded the Additional Insured under these policies shall be primary insurance and will be stated as such on the Certificate of Insurance, including that it applies to all trips contracted with certificate holder (must state the contract # and the to/from dates that contract is in effect). Additional insured endorsement CG 2010 or its equivalent, without modification, is mandatory providing additional insured status to the College. If the Additional Insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of other insurance shall not be reduced by the existence of such other insurance.

- B) That in the event of any claims made by reason of Bodily Injury, Personal Injury, or Property Damage which would be controversial, denied, or otherwise not covered respecting the Named Insured due to a breach of a policy warranty or violation of a policy condition, such controversy, denial or otherwise shall not be imposed by the insurance company respecting the Additional Insureds above.
- C) That in the event of any claims being made by reason of Bodily Injury, Personal Injury, or Property Damage sustained by any agent, servant or employee of one insured which another insured is or may be liable, then the policy shall cover such insured against whom a claim is made in the same manner as if a separate policy had been issued to each insured.
- D) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written by certified mail, return receipt requested, has been given to the College.
- E) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A VIII, unless otherwise approved by the College.
- F) All coverage's must be provided on an Occurrence Basis format rather than Claims Made basis. Any deviation from an occurrence form must be approved by the College.
- G) Subrogation and Waiver - Contractor shall require all policies of insurance that are in any way related to the job and that are secured and maintained by the contractor to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise against the College, and will be stated as such on the Certificate of Insurance.
- H) It is the responsibility of the Contractor to furnish insurance certificates showing compliance with these requirements for the full term of the agreement.

**N. Indemnification:**

Contractor shall assume the defense and indemnify and hold harmless to the fullest extent permitted by law, the College, their officers, agents, employees and students from and against any and all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly caused, in whole or in part by the acts or omissions of contractor or those acting on behalf of the contractor under this agreement.

**O. Baggage:**

Contractor assumes no responsibility for any personal property, except for the direct or indirect negligence caused by Contractor in connection with the transportation and handling of cargo on behalf of the College.

**P. Vehicle Damage:**

Contractor agrees to assess and bring notice of any bus damage to the attention of the College immediately following the conclusion of trip (after passengers depart each bus) and will supply the trip leader(s) with a statement indicating that "no damage" was found. If damage is discovered by Contractor, losses and damages will be stated in writing immediately to the trip leader(s) after the conclusion of trip. College will only be held responsible for damage caused by their own negligence in connection with trip.

**Q. Subcontracting or Third-Party Assignment**

A. The Contractor is not prohibited from subcontracting to another party for performance of the terms and conditions of this Agreement without prior written notice to the College. In the event the Contractor subcontracts to another party, Contractor will remain liable for all terms and conditions outlined in this Agreement. Contractor agrees to indemnify and hold harmless the College for the negligent acts or omissions of the subcontractor in accordance with Section N.

#### **R. Ethical Considerations**

The Contractor certifies that no employee or student of the College has benefited or will benefit financially or materially from the proposed services. The College may cancel this agreement if it is determined that gratuities of any kind were either offered to or received by any College employee or student contrary to this policy. The authorized signatory of this Agreement automatically attests this to be true.

#### **S. Promotion/Advertising**

Unless specifically authorized in writing by the College the Contractor shall have no right to use and shall not use the name of the College or its official seal or logo(s) in any of its advertising, publicity, promotion or express or imply any endorsement of the Contractor's services or products.

#### **T. Additions, Modifications or Deletions**

No terms or conditions to this Agreement may be added to, modified, superseded or altered without mutually agreed written approval/amendment to this Agreement signed by authorized representatives of the Contractor and the College (see "Section Y - Notices & Authorized Representatives").

#### **U. Force Majeure**

The College or the Contractor may suspend performance of service during the occurrence of an excusable delay which shall mean any delay not caused by the fault or negligence of the delayed party and which results from acts of God, public enemy, terrorist acts, strikes or labor disputes, embargoes, allocations imposed by governmental authority, fires, floods, epidemics, restrictions, prohibitions, unusually severe weather, or other causes beyond the control of either party, subject, however, to the College's right of cancellation/termination in whole or part. Upon notice to the Contractor, the College may require such service to resume upon cessation of such *force majeure* event. Excusable delays do not include lockouts, shortage of labor, lack or inability to obtain raw materials, required product(s), supplies, parts, or any other industrial disturbance. The College shall not be liable to the Contractor for any incidental or consequential damages resulting from that delay.

#### **V. Cancellation for Non-Performance**

1. If the Contractor fails to perform any of its obligations under this Agreement and such failure continues after thirty (30) days written notice to the Contractor by certified mail, the College may cancel this Agreement by giving written notice to the Contractor by certified mail of the date of cancellation. The College reserves the right to obtain similar services on the open market in the event that the Contractor fails to make satisfactory remedy after thirty (30) days written notice by certified mail.
2. The College may immediately cancel this Agreement in the event of the following: a) insolvency of the Contractor, b) filing of voluntary bankruptcy by the Contractor, c) filing of involuntary bankruptcy by the Contractor, d) appointment of receiver or trustee for the Contractor, e) execution or an assignment for benefit of creditors by the Contractor.

#### **W. Termination for Convenience**

Both parties reserve the right to terminate this Agreement in whole or in part without reason provided that the other party is given at least sixty (60) days written notice by certified mail of intent to terminate. This provision does not waive the College's right to terminate any subsequent contract for cause or stop work immediately for unsatisfactory work (see "Section V - Cancellation for Non-Performance") but is supplemental to that provision.

#### **X. Choice of Law**

This Agreement shall be governed and construed by the laws of the State of New York.

#### **Y. NOTICES AND AUTHORIZED REPRESENTATIVES:**

Any notices, consents, or approvals may be given by telephone but shall be confirmed in writing by certified U.S. mail or facsimile transmission.

**IN WITNESS AND ACCEPTANCE OF THIS AGREEMENT:**

**For CONTRACTOR:**

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_  
Print

Name: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**For ITHACA COLLEGE:**

Name: \_\_\_\_\_

Title: Vice President, Finance  
and Administration

Name: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Ithaca College  
Procurement  
Attn: Dean Casterline, Director  
953 Danby Road  
Ithaca, NY 14850  
Telephone (607) 274-5826  
dcasterline@ithaca.edu

SAMPLE