

Agreement

This Agreement made this ____, day of _____, A.D. 2014, between Delaware Technical & Community College, Stanton/Wilmington Campus, (hereafter "Client" or "DTCC"), and _____ (hereafter "Contractor").

NOW THEREFORE, in consideration of the mutual promises contained hereafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

SECTION ONE.

SERVICES.

Contractor acknowledges receipt of the following documents with respect to providing shuttle service between the Stanton and Wilmington campuses: All Specifications (bid package/proposal #_____) concerning this project and all Addenda thereunto, if any, (attached hereto at Attachment A incorporated herein by reference).

Contractor acknowledges submitting a bid or proposal to provide the shuttle services specified for this contract, such bid/quote being for the sum of \$_____ per year, as set forth in the bid (attached hereto at Attachment B, incorporated herein by reference); and Contractor and Client acknowledge that such bid/proposal has been accepted by Client and awarded by Client as the Contractor for purposes of this project.

Client authorizes, and Contractor agrees to perform, all of the services and to provide all of the deliverables referenced therein. It is specifically acknowledged by Contractor that all vehicles must be accessible to persons with disabilities.

SECTION TWO.

INDEPENDENT CONTRACTOR STATUS

Client and Contractor agree that Contractor shall act as an independent contractor. Contractor is not to be deemed an employee of Client. Client retains the right to exercise final judgment with respect to the ultimate development of the service and has responsibility for such development, although the details of the service shall be within the discretion of Contractor. Contractor shall be responsible for payment of all taxes including Federal, State and local taxes arising out of its activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

SECTION THREE.

INSURANCE

Contractor shall maintain with carriers satisfactory to DTCC, the following insurance:

Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$5,000,000 each person and \$5,000,000 each accident as to bodily injury or death, \$15,000,000 aggregate and \$5,000,000 as to property damage.

Such insurance shall apply to operations performed by anyone directly or indirectly employed by the Contractor. Before any work is done hereunder, certificates of such insurance, providing for the 15 days prior written notice to Owner or Owner's agent of cancellation of the terms of the policy shall be filed with Owner.

SECTION FOUR.

COMPENSATION

Contractor shall be paid the sum of \$_____ per year, payable in 12 monthly installments of \$_____ beginning September 6, 2014.

The sums set forth above include all expenses or other costs incurred by Contractor to provide the services and deliverables required by this agreement.

SECTION FIVE.

CONFIDENTIALITY

Contractor agrees that all confidential information communicated to Contractor with respect to the services, including any confidential information gained by Contractor or its representatives by reason of association or employment with Client or its associates, is confidential. Client shall make reasonable efforts to mark as confidential any materials to be protected pursuant to this section. Contractor agrees that it shall not disclose any confidential information to any other person unless specifically authorized in writing by Client to do so, except to the extent disclosure is required by subpoena or an order from a court of competent jurisdiction. Contractor shall use its best efforts to prevent inadvertent disclosure of any confidential information to any third party.

SECTION SIX.

PAYMENT OF PREVAILING WAGE

Contractor agrees that, if applicable, it will comply with the requirements of Title 29 Delaware Code Section 6960 to pay employees at a rate not less than the prevailing wages as determined by the Delaware Department of Labor, Division of Industrial Affairs.

SECTION SEVEN.

TERM AND TERMINATION OF CONTRACT

This agreement shall begin on September 6, 2014 and shall terminate on September 5, 2016. The parties may agree to a renewal period of one (1) year upon the same terms and conditions.

SECTION EIGHT.

ASSIGNMENT OF CONTRACT

Contractor shall not assign its obligations under this agreement to another person or entity without the prior written consent of Client.

SECTION NINE.

ABANDONED CONTRACT WORK

If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of the Client, or if the contract shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Client shall be of the opinion that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the Contractor has violated any provision of this contract or that the Contractor fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, the Client shall so certify in writing to the Contractor, notifying the Contractor to discontinue all work or any part thereof. Thereupon the Contractor shall discontinue such work or such part thereof as the Client may designate and the Client may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the Contractor.

All costs and charges that may be incurred under this article or any damages that should be borne by the Contractor shall be withheld or deducted from any moneys then due, or to become due to the Contractor under this contract, or any part thereof; and in such accounting the Client shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the Contractor.

In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the Contractor. The Contractor shall be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the Contractor shall pay the amount of excess to the Client for the completion of the work.

SECTION TEN..

GOVERNING LAW

The parties agree that this agreement shall be governed by and construed pursuant to the laws of The State of Delaware, and that the Delaware courts shall have sole and exclusive jurisdiction

of any dispute arising under this agreement. Contractor consents to the jurisdiction of the Delaware courts for any action instituted pursuant to the terms of this agreement.

SECTION ELEVEN.

ENTIRE AGREEMENT

This agreement is the complete and exclusive statement of the mutual understanding of the parties. This agreement supersedes and cancels all previous written and oral agreements and communications between the parties relating to services that are the subject matter of this agreement.

SECTION TWELVE.

NOTICES

Any notice required or permitted by this agreement shall be deemed to have been completed if in writing and delivered personally or mailed by first-class, registered, or certified mail, postage prepaid, to the other party.

A. Notices to Client shall be sent to: Delaware Technical & Community College,
_____, Attention: _____,
_____, _____, DE _____.

B. Notices to Contractor shall be sent to:

SECTION THIRTEEN.

ATTORNEY FEES

If any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

SECTION FOURTEEN.

SEVERABILITY

If any court of competent jurisdiction determines that any part of this agreement is invalid or unenforceable, that determination shall not impair or nullify the remainder of this agreement.

SECTION FIFTEEN.

AMENDMENT

The parties agree that they may amend this agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the parties.

SECTION SIXTEEN.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client, and agents and employees of Client from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

Further, Contractor shall indemnify and hold Client harmless from payment of any claims for injuries to any of its employees arising out of Contractor's failure, or any failure of subcontractors utilized by Contractor, to provide for workers' compensation covering all of Contractor's employees performing work or services pursuant to this Agreement. Further, Contractor shall indemnify and hold Client harmless from payment of any claims arising from any employees or agents of Contractor, including any subcontractors utilized by Contractor, for failure to pay prevailing wages.

SECTION SEVENTEEN.

NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of race, color, religion, national origin, sex, genetic information or ancestry. The Contractor further agrees that every subcontract or order given for the supplying of any goods or services rendered pursuant to this Agreement shall contain a provision requiring nondiscrimination in employment, as herein specified.

SECTION EIGHTEEN..

FUNDING OUT

In the event that the term of this Contract continues beyond the current fiscal year, the obligation of the College to make payments will be subject to the appropriation of adequate funds by the General Assembly of the State of Delaware for future years. If sufficient funds are not appropriated, the College shall be relieved of its obligation to make such payments. The College shall immediately notify the Contractor that such funds have not been appropriated and this Contract shall terminate on the last day of the fiscal year for which funds are available. After such termination, the College shall not be liable for any future payments or for any damages due to the termination.

IN WITNESS WHEREOF the parties have set their hands and seals to this agreement on the date set forth below.

DELAWARE TECHNICAL &
COMMUNITY COLLEGE

_____ (Seal)
Name: Gerard McNesby
Title: Vice President for Finance

_____ (Seal)
Name:
Title:

Dated: _____

Dated: _____