Performance Specifications

Contractor shall provide one (1) clean, safe, fifty-five (55) passenger motor coach, with sufficient under bus storage to safely stow ______ equipment/luggage and an on board toilet facility for transportation of the UA [______ team, coaches, and staff] per Attachment A – UA Transfer Schedule. Contractor shall provide a driver, as specified in the *Personnel*

Performance Responsibilities

Contractor shall:

- Be licensed and legally able to provide service in the state in which you will be operating
- Maintain a DOT safety rating of "Satisfactory"
- Provide a list of each driver in the company's fleet assigned to provide services under this Agreement
- Be financially responsible for obtaining all required permits, licenses, etc., to comply with pertinent Board of Regents, University of Alaska System regulations; Municipal, County, State and Federal laws; and assume liability for applicable taxes bonds, insurance, tickets, etc.
- Comply with rules and regulations of the Interstate Commerce Commission, Department of Transportation, and State regulatory and supervisory agencies governing the safety of public motor transportation operations, condition of equipment, proficiency of operators and maintenance crews, and first aid requirements at all times.

Period of Performance

The period of performance of this Agreement shall begin on _____, 200__ and shall continue through _____, 200__.

Personnel

Contractor shall provide competent, professional, drivers who are fully licensed and able to operate the coaches used to provide the services required herein. Drivers assigned to provide service to UA shall have a valid CDL with current

UNIVERSITY OF ALASKA BUS CHARTER AGREEMENT

Indemnification and Hold Harmless Agreement

Contractor shall indemnify, save harmless and defend the University of Alaska, its Board of Regents, officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent or wrongful act of the contractor, subcontractor, or anyone directly or indirectly employed by them in the performance of this Agreement.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from Contractor's performance of this Agreement which are caused by the joint negligence of the University and Contractor shall be apportioned on a comparative fault basis; however, any such joint negligence on the part of the University must be a direct result of active involvement by the University.

UNIVERSITY OF ALASKA BUS CHARTER AGREEMENT

ATTACHMENT A

Sample UA Transport Schedule

Thursday (9/28/06)

4:45 pm	Load Bus at Patty Center
5:00 pm	Depart for Anchorage

Friday (9/29/06)

8:45 am	Depart for breakfast *
9:00 am	Breakfast at Country Kitchen *
11:00 am	Pre-game skate at the Sullivan Arena
1:45 pm	Depart for pre-game meal
2:00 pm	Pre-game meal at Villa Nova
5:00 pm	Depart hotel for the game at the Sullivan Arena

Saturday (9/30/06)

8:45 am 9:00 am	Depart for breakfast * Breakfast at the Country Kitchen *
10:00 am	Depart Anchorage
2:00 pm	Arrive in Healy, Alaska
4:00 pm	Depart Healy, Alaska for Fairbanks, Alaska
6:30 pm	Arrive in Fairbanks, Alaska

* Subject to change