UNIVERSITY OF ALASKA BUS CHARTER AGREEMENT

This Bus Charter Agreement (Agreement) is entered into by and between the University of Alaska ________ (UA), on behalf of the Department of ________ whose address of record is ________________, _________, AK  99_____, and ___________________________________ (Contractor), whose address of record is ____________________________________________________.

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 provision below, to provide transportation to and from the airport, hotel, arena, recreational facilities, or any other destination required by UA. Contractor must be licensed and legally able to provide service in the state(s) through which travel is required. Contractor shall provide ICC and DOT numbers below in order for UA to verify that Contractor has a current DOT safety rating of “Satisfactory”.

Please provide your ICC and DOT numbers below:

ICC number: _______________________________

DOT number: ______________________________

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 health check as required by the license. Drivers may not eat, drink, smoke or read maps while operating the vehicle. Contractor is required to maintain a current and enforced drug policy and testing program. Drivers assigned to provide services to UA shall understand that they are to be working with and living amongst collegiate student [athletes, coaches] and staff and shall be prepared to perform their duties amicably and professionally in this environment.

By signing this Agreement, Contractor certifies that each driver assigned to provide services under this Agreement maintains a current Commercial Driver’s License & valid Medical Card.

Insurance
Contractor shall not commence work under this contract until satisfactory evidence has been provided to UA that Contractor can cover the requirements set forth in this provision with regard to Contractor and subcontractors when engaged in any work performed under this Agreement.
Without limiting contractor's indemnification, it is agreed that Contractor shall purchase and maintain in force at all times during the performance of services described herein, policies of insurance applicable in all states in which it operates, and at its own expense, covering the following types and limits:

- **Workers' Compensation Insurance:** Contractor will provide and maintain, for all employees of Contractor engaged in work under this Agreement, Workers' Compensation Insurance as required by law. Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than $100,000 per person, $100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Act) must also be included.

- **Commercial General Liability Insurance:** Contractor is required to maintain coverage with limits not less than one million ($1,000,000) combined single limit per occurrence and annual aggregate and shall include premises-operations, independent contractors, broad form property damage, blanket contractual, personal/advertising injury, and liability assumed under an insured contract (including defense costs assumed under contract). UA shall be included as an additional insured under the CGL and under the commercial umbrella, if any. The policy shall be endorsed with a waiver of subrogation in favor of the University.

- **Business Automobile Liability:** The contractor is required to maintain automobile liability and, if necessary, commercial umbrella liability insurance, with a limit of not less than five million ($5,000,000) each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Coverage shall be maintained for the duration of this Agreement. Failure to comply with this provision may preclude other contracts and agreements between Contractor and UA. Failure of the University to demand such certificates or other evidence of full compliance with these insurance requirements, or failure of the University to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If Contractor's policy contains higher limits, UA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance shall be furnished to:

Attn: ______________
UA Procurement & Contract Services
____________, AK  99___
Phone: 907-______
Fax: 907-______

prior to the start of services and must provide for a 30-day prior notice to UA of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the contractor's service.

**Independent Contractor**

Contractor and its agents and employees shall act in an independent capacity and not as officers or agents of UA in the performance of this Agreement.

Any and all employees of Contractor, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees of Contractor only and not of UA. Any and all claims that may arise under the worker's compensation act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of Contractor's employees while so engaged in any of the services to be rendered herein, shall be the sole obligation and responsibility of Contractor. This Agreement may be declared null and void should UA determine that by Internal Revenue Service criteria Contractor is an employee of UA.
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.

Payment Terms and Schedule
Payment shall be made at the firm fixed price of $_______. In addition, UA agrees to provide hotel accommodations for one (1) driver for two (2) nights.

Contractor shall be paid, within thirty (30) days of submission of proper invoices, the prices stipulated herein for work products delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided.

Payments shall be based on approved invoices submitted in accordance with this provision. The sum of payments shall not exceed allowable compensation stated in purchase order(s) and no payments shall be made in excess of the maximum allowable total for this Agreement unless modified in writing by a UA Procurement Officer.

Contractor shall not perform any services or deliveries of products without a purchase order or other written notice to proceed with the work. Accordingly, UA shall not pay Contractor for any goods, services or associated costs, if any, performed outside those which are authorized by the applicable purchase order. UA will exert every effort to obtain required approvals and to issue purchase orders in a timely manner.

Contractor shall submit a final invoice and required documentation within thirty (30) days after final acceptance of goods or services by UA. UA will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

Entire Agreement
This Agreement, with attachments, constitutes the entire agreement between the parties, and supersedes all previous communications, representations, or agreements regarding this subject, whether written or oral, between the parties. The persons, whose signatures are affixed and dated below, possess requisite authority to bind the parties to the obligations of this Agreement.

__________________      University of Alaska ________

Authorized Signature     Date  _________, Director    Date
Department of __________

Printed Name, Title

____________________, Purchasing Agent Date
Procurement & Contract Services
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  Depart for breakfast *
9:00 am  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