



REQUEST FOR PROPOSAL (RFP)

RFP-436

Athletic Charter Bus Services

Issue Date: June 26, 2023

Due Date: July 24, 2023

SUBMITTAL DUE DATE AND TIME:

One (1) **original technical and cost proposal** plus one (1) convenience copy, as well as an electronic copy (submitted on a USB drive) to:

Monica J. Cochran
Director of Procurement
Fairmont State University
Hardway Hall Room 305
1201 Locust Avenue
Fairmont, WV 26554

The outside of the envelope or package(s) for both the technical and the cost proposal should be clearly marked:

REQ/RFP #: RFP-436
Opening Date: July 24, 2023
Opening Time: 3:00 p.m.

Late submittals will not be accepted. Proposals will be accepted until the time and date specified.

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LETTER OF INTENT (to submit a bid)

My company intends to submit a bid response for RFP-.

Company Name:	
Contact Name:	
Address:	
City, State, Zip:	
Phone #:	
Fax #:	
Email Address:	

Signature: _____

Title: _____

RFP addendums (if any) will be sent (by email) to the contact person listed above.

Bidders not submitting a letter of intent to bid are advised that they may not receive subsequent information relating to this specific bid.

Please return by email no later than July 10, 2023. Please return to:

**Monica J. Cochran, Director of Procurement
Fairmont State University
Email: monica.cochran@fairmontstate.edu**

SECTION 1: GENERAL INFORMATION / BACKGROUND

1.1 Purpose:

Fairmont State University, herein after referred to as “Fairmont State” or “University” is seeking to establish a contract for charter bus services for the Athletic Department sports team transportation. It is the intent of the University to award one contract that will include all sports. The University, therefore, is seeking to obtain competitive proposals via this Request for Proposal (RFP) document.

This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Location:

University is located at 1201 Locust Avenue, Fairmont WV 26554.

1.3 Background:

Fairmont State University is located on 120-acre main campus in Fairmont, West Virginia. Fairmont State is a regional university located in Fairmont, WV with a student FTE of 3,300.

Additional information about Fairmont State University can be found on our webpage:

www.fairmontstate.edu

More detailed information can be found on the Fairmont State University athletic website, located at www.fightingfalcons.com, but as a summary, we sponsor the following NCAA Division II sports. Also indicated below are approximate travel party sizes for trips where we may request motor coach transportation.

Team	Approximate travel party size
Acrobatics & Tumbling	30-35
Baseball	40-45
Basketball (Men’s)	20-25
Basketball (Women’s)	20-25
Football	80-85 (requires 2 buses)
Soccer	30-35
Softball	30-35
Swimming (Men’s & Women’s)	30-35
Volleyball	25-30
Wrestling	20-25

1.4 Objective:

Fairmont State University intends to contract with one Bus Company to become the select carrier for the University’s 17 NCAA Division II athletic sports programs. The contract period will begin on or about August 15, 2023 and continue for a period of one year with the option to renew for four (4) additional one (1) year periods.

1.5 Definitions

The following definitions will be part of any contract awarded for order placed as result of this RFP.

Addendum: Written clarification or revision to this RFP issues by Fairmont State University Purchasing Office.

Bidder: An individual or business entity submitting a bid proposal in response to this RFP.

Contract: This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP, as accepted by Fairmont State University.

Contractor: The bidder awarded a contract resulting from the RFP.

Equipment, Item or Product: Refers to the purchase unit.

Institution or Agency: Fairmont State University

May: Denotes that which is permissible, not mandatory.

Shall or Must: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejections of a bid proposal as materially non-responsive.

Should: Denotes that which is recommended, not mandatory.

State: State of West Virginia

University, The University, or FSU: Fairmont State University

1.6 Acknowledgement

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

1.6.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

1.6.2 The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.7 Schedule of Events:

RFP Release Date.....	June 26, 2023
Letter of Intent (to Submit a Bid) Due.....	July 10, 2023
Vendor’s Written Questions/Inquiries Submission Deadline	July 10, 2023
Addendum (with answers) Issued by	July 13, 2023
Bid Opening Date	July 24, 2023
Anticipated Contract Effective Date.....	August 15, 2023

1.8 Letter of Intent to Submit a Bid:

Vendors planning to submit a bid as a result of this RFP are requested to return the Letter of Intent (page 4 of bid package) by July 10, 2023. Bidders not submitting a letter of intent are advised that they may not receive subsequent information relating to this specific bid.

1.9 Mandatory Pre-bid Conference: *Not Applicable*

1.10 Inquiries:

Inquiries regarding specifications of this RFP must be submitted in writing to the Director of Procurement. The only exception is for questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.6. All inquiries of specification clarification must be addressed to:

Monica J. Cochran, Director of Procurement – monica.cochran@fairmontstate.edu
Fairmont State University
Hardway Hall Room 305
1201 Locust Avenue
Fairmont, WV 26554

No contact between the Vendor and the University is permitted without the express written consent of the Director of Procurement. Violation may result in rejection of the bid. The Director of Procurement named above is the sole contact for any and all inquiries after this RFP has been released.

1.11 Response to Vendor's Questions/Inquiries:

Any vendor questions will be answered in an RFP Addendum which will be distributed (via email notification) to vendors who submitted a Letter of Intent to Bid. The addendum will be released via email notification no later than July 13, 2023. Addendum will also be posted on the Fairmont State University Procurement webpage. Only the written response to questions will be binding.

1.12 Verbal Communication:

Any verbal communication between the Vendor and any University personnel is **not** binding. Only information issued in writing and added to the RFP specifications by an official written addendum by Procurement is binding.

1.13 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Procurement Office.

1.14 Field Demonstration/Inspection:

As part of the proposal evaluation process, the University may request a field demonstration/inspection of the equipment to be provided under the contract. Such demonstration/inspection will be at the Bidder's expense and shall be on the University's campus or a mutually agreed upon site. The demonstration/inspection will take place within ten (10) working days of request.

SECTION 2: RFP SPECIFICATIONS

2.1 Scope of Work:

The vendor will provide bus transportation and qualified driver(s) to transport designated athletic teams, athletes, coaches, and support personnel from a specified campus location to indicated destination and return in accordance with the terms and conditions contained herein. The vendor understands and agrees that local transportation may be required while at the trip destination. Local transportation may include, but may not be limited to, trip to and from meals, practices, games, or other trip-related events, while at the trip destination. Some trips require overnight stays. In most cases, teams will stop for a meal when traveling to and from the destinations listed.

2.2 Bus/Fleet Specifications:

- 2.2.1 Vendor to have charter fleet of sufficient size to service this agreement.
- 2.2.2 Buses used for University business must not be older than 15 years old, without written approval of the University.
- 2.2.3 Seating capacity to be twenty-two (22) to fifty-six (56) seats depending on size of the team.
- 2.2.4 Each coach to be equipped with automatic transmission.
- 2.2.5 For coaches that have a restroom, they must be clean, well maintained, odor-free and completely functional.
- 2.2.6 Seats, interior lighting, and audio/visual equipment shall be functional and in excellent operating condition
- 2.2.7 Each coach to have sufficient stowage space for luggage and athletic equipment needs.
- 2.2.8 Each coach to have adequate security protection for onboard property.
- 2.2.9 First aid supplies and fire extinguishers are to be available on each vehicle, and relevant training will be provided by vendor(s) in compliance with applicable regulations and generally accepted standards of practice.
- 2.2.10 The contract shall provide vehicles that are properly inspected, registered, and deemed safe. All motor coaches will, at a minimum, meet existing local, state, and federal regulations, requirement, and standards. If requested, the vendor shall provide a copy of the most recent inspection certificate for each coach proposed for service.
- 2.2.11 The vendor shall be responsible for complete compliance with federal, state and county safety regulations including, but not limited to, current MOSH & OSHA Standards.
- 2.2.12 The vendor must provide busses that meet or exceed the following minimum requirements. All systems must be in good working order.
 - 2.2.12.1 Speaker/intercom system (optional)
 - 2.2.12.2 Heating/Air Condition system
 - 2.2.12.3 Luggage compartment for equipment storage
 - 2.2.12.4 Reading Lights

- 2.2.12.5 Bathroom (mandatory on coaches over 35 passengers)
 - 2.2.12.6 A television and DVD player for each bus
 - 2.2.12.7 Buses equipped with functioning Wi-Fi are **preferred, but not required**. There must be sufficient bandwidth to permit all passengers to utilize the WIFI at the same time.
- 2.2.13 All charter buses provided for the scheduled trips must be in good condition and meet all Department of Transportation Federal Highway Administration rules, regulations, and guidelines. All maintenance records for buses to be provided must be available to the University for inspection. If an inspection of a bus or buses is requested by the University, the inspection should take place within ten (10) working days of request. The records for the bus, or buses, must be with the bus, or buses, at the time of inspection. Failure to provide these records will eliminate your bid from consideration.

2.3 Driver Requirements:

- 2.3.1 The University reserves the right to approve/disapprove all drivers, request copies of driving records for any driver provided and/or refuse any drivers proposed or provided by the contractor.
- 2.3.2 Motor coach drivers will be fully trained, qualified and have a minimum one-year experience in driving similar motor coaches.
- 2.3.3 All drivers must be properly licensed for the equipment being utilized.
- 2.3.4 All drivers must be familiar with the rules and laws pertaining to the equipment being operated.
- 2.3.5 Motor coach operators will have written instructions on the relative actions to be taken during an emergency or roadside breakdown. These instructions will include the handling of passengers and stowed equipment. These instructions will contain an emergency phone number list for obtaining emergency service as well as a substitute bus, if needed.
- 2.3.6 All drivers must have a cell phone at all times and the cell phone number must be made available to the University staff upon each trip.
- 2.3.7 Drivers must be fully briefed relative to destination and the most direct route to the destination. Driver must be aware of the needs of the University prior to arriving to load passengers. Driver's failure to know where he/she is destined and the best way to get there will not be tolerated. Drivers shall not rely on the University staff for directions.
- 2.3.8 Each driver will be required to stay in the same hotel as the group getting transported. The University will reserve and pay for the driver's room on overnight trips. The driver must remain in close contact and proximity to the group to ensure the motor coach is available to the University at all times in the event of changes in schedule, pickups, etc.
- 2.3.9 Drivers are to be professional, courteous, and perform good customer service. In addition, all drivers utilized by the vendor in the operation of this service must be capable of speaking, reading, writing, and understanding the English language.
- 2.3.10 Vendor shall require that all drivers for the University wear company uniforms or other clothing (polo shirts with company name and logo) while driving for the University.

2.4 General Information:

- 2.4.1 Vendor should use only their company owned or leased buses. Please confirm your acknowledgement of this requirement.
- 2.4.2 Services shall not be subcontracted or assigned, in whole or in part, without the express written consent of the University. Areas of work that cannot be accomplished by the vendor must be identified in the proposal, including the identification of businesses to be used. However, ultimate responsibility for the services and all obligations relating to the services will remain with the successful vendor.
- 2.4.3 Pricing must include all equipment, drivers, services, insurance, fuel, and any other expense necessary to fulfill the requirements of each trip. All tolls should be included in the quoted price for a trip. The University will not incur any additional cost above the vendor's stated quotation price.
- 2.4.4 In the event of mechanical malfunctions or breakdowns, the vendor will be responsible for providing replacement transportation (within 2 hours after receipt of a call from the vendor's bus driver) for University personnel so that they arrive at the scheduled event with all services of this proposal provided. The cost of replacement transportation, mechanical repairs, or towing service will be borne solely on the vendor.
- 2.4.5 In the event that a breakdown or driver error results in a group missing an event or a flight, vendor shall bear responsibility and agree to negotiate in good faith to compensate the University for lost expenses.
- 2.4.6 The University will only pay the original proposal price for the scheduled charter.
- 2.4.7 If more than one (1) driver per bus is needed based on the proposed itinerary, it is the vendor's responsibility to indicate this accordingly in your RFP response.
- 2.4.8 Any backup or replacement buses used must meet the same criteria as originally required in the RFP specifications.
- 2.4.9 Smoking on the bus by the driver is prohibited and unnecessary stops by the driver are not allowed. No friends or family of the driver are to accompany them on a trip at any time.
- 2.4.10 All accidents that involve the vendor's personnel in operation of a vehicle pursuant to this contract shall be immediately (within one hour) reported to the proper authorities and the University.
- 2.4.11 The vendor shall pay all moving or traffic fines and penalties, and any fines assessed which are caused by mechanical failure.

2.5 Trip Schedules and Scheduling:

- 2.5.1 2023-2024 Season Travel Schedule is listed in the attached Excel pricing spreadsheet. The Excel pricing file contains all the required trips identified to date for the 2023-2024 season – see tab labeled **Schedule**.
- 2.5.2 **Trips for Acrobatics and Tumbling, Baseball and Softball will be added at a later date. Pricing for these trips will be negotiated when the schedule is finalized and added to the contract as a change order.**
- 2.5.3 Post Season Tournament Play: Contractor must have the flexibility to support post season tournament games when required. **Pricing for post season tournament play will be quoted at the time the sport participation and destinations are finalized and reservation**

requested. The tentative tournament dates are listed in the attached Excel pricing spreadsheet – see tab labeled Post Season.

- 2.5.4 Under normal circumstances, the University considers these schedules to be accurate. However, due to COVID, unforeseen changes may occur. Cancellations may occur and additions may be required due to COVID related changes. The University Athletic Department will work closely with the selected vendor to confirm and schedule, with as much advance notice as possible (all anticipated trips) to ensure a positive working relationship.
- 2.5.5 Since the dates and destinations for some events may change due to circumstances beyond the University's Athletic Department's control, the University reserves the right to change dates and destinations, with mutual agreement from the vendor.
- 2.5.6 The vendor shall agree and understand that the University Athletic Department shall make every attempt to provide the vendor with two-week advance notification of the **exact departure time** for bus transportation. The departure dates specified on the projected team schedules are estimates and are subject to change.
- 2.5.7 A detailed itinerary with intermediate travel, additional stops, eating times/locations, pre/post game activities, and practice/walk-thru times/locations will be provided to the bus driver upon departure.
- 2.6 Tardiness:**
The bus shall report no less than thirty (30) minutes prior to scheduled departure time. The vendor must notify the University if it is unable to arrive by the scheduled departure time. Should the vendor arrive more than one (1) hour late, all charges connected with alternate arrangement, either by the University or the vendor will be the responsibility of the vendor. Repetitive late arrivals (more than three) could result in cancellation of the contract.
- 2.7 Trip Cancellation:**
In such cases where cancellation of a trip is necessary due to unforeseen circumstances, the University will strive to notify the selected vendor as soon as possible. In cases where cancellation of a trip occurs at least two (2) hours before embarkation or before the driver has been dispatched, there will be no trip and/or penalty charges assessed. For less than two (2) hours notification, the vendor shall be reimbursed **up to \$250** per bus requested by the University.
- 2.8 Damage to Equipment:**
The University will be responsible for damages caused by University passengers that are willful or malicious and cause destruction or require excessive or other than normal cleaning service.
- 2.8.1 The vendor must report all damages no later than the first business day following such incident.
- 2.8.2 The University will not be responsible for damage caused by normal wear and tear.
- 2.9 Travel Log and Payments:**
The University will provide a travel log report (see Exhibit A) to be completed by the bus driver before, during, and upon completion of the trip. The report must be verified and signed by the University representative (typically the head coach) when completed. The completed and signed report will be utilized for verifying that the trip occurred and the amount to be paid.

- 2.9.1 The payment will be discounted \$25 per day if any required amenities are not working upon commencement of trip or stop working at any time during the trip. Non-working amenities must be noted on the above-mentioned form before signature of the University representative.
- 2.9.1 Credit Card is the preferred method of payment. The University cannot pay any credit card processing fees.
- 2.9.2 Upon completion of each trip, the vendor shall submit an itemized invoice. The invoice must be submitted to the address indicated in the contract award document. Each invoice must identify the trip destination, the athletic team or group that was transported, the date(s) of the trip, an itemization of all applicable charges, discounts (for amenities not working) must be itemized and the total amount due the vendor for the trip. Delivery tickets and statements will not substitute as an invoice. Payment will be made once the Institution confirms completion of the trip and the service provided met all requirements set forth in the contract.
- 2.9.3 Down Payments/Deposits: No down payment or deposits will be made by the University for any trips.

SECTION 3: TECHNICAL RESPONSE/PROPOSAL REQUIREMENTS

The following specifications in Section 3.1 and 3.2 are to be addressed in point-by-point format in the Vendor's response. Include as much detail as possible.

3.1 Vendor Qualifications and Experience:

Vendors must provide the following information regarding their company:

- 3.1.1 Describe your company, its history, corporate structure, officers or partners, number of employees and operating policies which would affect this contract.
- 3.1.2 Identify the firms' representative that will be assigned to our account and describe his/her history and experience in serving clients of similar scope and size to Fairmont State University.
- 3.1.3 References: Provide a list of at least three current higher education clients of similar scope and size. Include organization name, contact name, title, telephone number and email address of the contract person.
- 3.1.4 Provide a list of higher education accounts your company has lost (early termination or non-renewal) over the past three years. Include contact name and phone number, length of service at each account and the reason for loss.
- 3.1.5 Describe the financial status of the company. Attach a copy of the most recent annual financial statement or other such document that demonstrates the company's financial stability.

3.2 Technical Response shall include:

- 3.2.1 Provide your company contingency policy or plan if anything happens to a bus during a trip (i.e. breakdowns). Explain particularly and in detail how these situations are handled for both in-state and out-of-state trips.
- 3.2.2 The vendor must provide a descriptive inventory of equipment it intends to use for providing this service including year, make, condition and attributes – including passenger capacity size, age, mileage (odometer reading) at time of the RFP response and standard equipment on each (i.e. lavatory, DVD player/TV screens, shades on windows, fold down tables, DC to AC power inverters).
- 3.2.3 The vendor should provide a description of its excess vehicle inventory and capacity to provide replacement vehicles in case of failure.
- 3.2.4 Provide contact information for 24/7 Emergency/After Hours. Include names, titles/job functions, and telephone and/or cell phone numbers for at least two contacts, in order of precedence and priority.
- 3.2.5 Provide a list of any equipment violations and/or safety violations that your company has received over the past three (3) years. If none, state none.
- 3.2.6 Provide your full company name as it is registered with the State of WV Department of Transportation. The University shall verify such registration along with DOT records of company violations, citations, and current registration with the United States Department of Transportation for interstate service.
- 3.2.7 Provide a list of moving violations that your current drivers have received over the past three years.

- 3.2.8 Provide information on your drivers. Include drivers' name, number of years of bus driving experience, and number of years with your company.
- 3.2.9 Explain your driver hiring program:
 - a. What criteria is used when deciding whether to hire drivers?
 - b. Are background checks performed during the hiring process?
 - c. What is your company's drug/alcohol screening policy?
 - d. How does your company ensure that new drivers meet minimum requirement to operate a bus or motor coach?
 - e. How does your company provide oversight of the seasoned drivers and provide "refresher" training?
 - f. How does your company address drivers who receive moving violations?
- 3.1.10 Provide information on your company's vehicle maintenance.
 - a. How often is scheduled maintenance on your vehicles performed?
 - b. How and when are inspections performed to ensure safety and top operational condition?
 - c. How are maintenance issues tracked?
- 3.2.11 Please provide your current Federal DOT FMSCA rating % for the following:
(See <http://ai/fmcsa.dot.gov/SMS/DATA/Search.aspx>)
 - Unsafe Driving: _____%
 - Driver Fitness: _____%
 - Vehicle Maintenance: _____%
- 3.2.12 Submit a copy of your company's WV Department of Transportation Certificate with your proposal response.
- 3.2.13 Provide any additional information you feel may be pertinent for the University to know when evaluating proposals such as value added or unique services or equipment.

3.3 Economy of Preparation:

Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.

3.4 Incurring Cost:

Neither the University nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

3.5 Proposal Format:

While there is no intent to limit the contents of any proposal, proposals should conform to the tab format outlined below to ensure that all pertinent information necessary for evaluation is included and to facilitate review.

- Tab 1. **Title Page and Attachments** -- State the RFP number, vendor's name, business address, telephone number, name of contact person, e-mail address, and Vendor signature and date. Include Attachment A (Purchasing Affidavit), and Attachment B (Bid Response Certification) under tab 1.
- Tab 2. **Technical Response** – provide the information requested in Section 3.1 and 3.2 of the RFP
- Tab 3. **Response to Scope of Services** -- Vendors must include Section 2, RFP Specifications in its entirety with an acknowledgement of (or comments/response to) each item (sub-section) – i.e., provide a detailed explanation regarding how each technical specification will be met.
- Tab 4. **Agreement/ Exceptions** – Indicate agreement with or exceptions to any of the contract terms or conditions.
- Tab 5. **Pricing** – This tab should include all cost information. Vendor shall provide information for this tab in a **sealed envelope separate from the technical proposal**.

3.6 Proposal Submission:

Proposals must be received in **two distinct parts**: technical and cost.

- **Technical proposals** (tabs 1, 2, 3, and 4) must not contain any cost information relating to the project.
- **Cost proposal** (tab 5) shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the University **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

3.6.1 Vendors should allow sufficient time for delivery. In accordance with **West Virginia Code** §5A-3-11, the University cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

Vendors responding to this RFP shall submit:

One (1) **original technical and cost proposal** plus one (1) convenience copy; as well as one electronic copy (on a USB drive) to:

Monica J. Cochran
Director of Procurement
Fairmont State University
Hardway Hall Room 305
1201 Locust Avenue
Fairmont, WV 26554

The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

REQ/RFP #: RFP-436
Opening Date: July 24, 2023
Opening Time: 3:00 p.m.

3.7 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal. (ATTACHMENT A)

3.8 Bid Response Certification

Fairmont State University is requesting vendors read and sign the Bid Response Certification to declare they have read Request for Bids, and the proposal is submitted on the basis that the vendor agrees to all specifications contained therein. (ATTACHMENT B)

3.9 Technical Bid Opening:

The Procurement Office will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the evaluation committee.

3.10 Cost Bid Opening:

After the evaluation and scoring of the technical proposals, the Procurement Office will open the cost proposals. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.

SECTION 4: EVALUATION AND AWARD

4.1 Evaluation Process:

Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.

4.2 Evaluation Criteria:

All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

Step 1: Technical Proposal Evaluation

The following are the evaluation factors and maximum points possible for technical point scores:

- Vendor Qualifications and Experience (section 3.1) 20 Points
- Fulfillment of Technical Specifications (section 3.2) 35 Points
- Vendor's Safety Record (section 3.2) 15 Points

Step 2: Cost Proposals

- Cost..... 30 points

Points for cost will be determined by the following formula for all Vendors who attained the minimum acceptable score:

$$\frac{\text{Low bid}}{\text{Bid being evaluated}} \times 30 = \text{Cost Score}$$

4.2.1 **Technical Evaluation:** The University evaluation committee will review the technical proposals, and make a final recommendation to the Procurement Office.

4.2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.

4.2.3 **Cost Evaluation:** The Procurement Office will review the cost proposals, assign appropriate points, and make a final recommendation of award.

4.3 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

4.4 Rejection of Proposals:

The University reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The University further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the University confers no rights upon the bidder nor obligates the University in any manner.

4.5 Vendor Registration:

Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract. The vendor registration form is available at the following link: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

SECTION 5: CONTRACT TERMS AND CONDITIONS

5.1 Contract Provisions:

The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.

5.2 Public Record:

All documents submitted to the University related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the Fairmont State University Procurement Office.

Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.

5.2.1 Risk of Disclosure: The only exemptions to disclosure of information are listed in **West Virginia Code** §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The University does not guarantee non-disclosure of any information to the public.

5.2.2 Written Release of Information: All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 30 cents per page.

5.3 Conflict of Interest:

Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University.

5.4 Vendor Relationship:

The relationship of the Vendor with the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the University, and shall provide the University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the University.

5.4.1 Subcontracts/Joint Ventures: The Vendor may, with the prior written consent of the University, enter into subcontracts for performance of work under this contract.

5.4.2 Indemnification: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.

5.4.3 Governing Law: This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.

5.5 Term of Contract and Renewals:

This contract will be effective August 15, 2023 and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one-year renewals.

5.6 Non-Appropriation of Funds:

If funds are not appropriated for the University in any succeeding fiscal year for the continued use of the services covered by this contract, the University may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The University shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the University receives notice. No penalty shall accrue to the University in the event this provision is exercised.

5.7 Changes:

If changes to the contract become necessary, a formal contract change order will be negotiated by the University and the Vendor.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE PROCUREMENT OFFICE.

5.8 Invoices:

The Vendor shall submit invoices, in arrears, to the University at the address on the face of the purchase order labeled "Invoice To."

5.9 Purchasing Card Acceptance:

Fairmont State University currently utilizes a Purchasing Card Program, administered by the State of WV under contract by a banking institution, to process payment for goods and services. The Vendor should accept both the Purchasing Card and Purchase Orders for orders under this contract.

5.10 Liquidated Damages: *Not applicable*

5.11 Contract Termination:

The contract may be terminated by Fairmont State University with thirty (30) days prior notice pursuant to **West Virginia Code of State Rules § 148-1-7.16.2**. Fairmont State University shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

5.12 Special Terms and Conditions:

5.12.1 Bid and Performance Bonds: *Not Applicable*

5.12.2 Insurance Requirements:

Comprehensive General Liability Coverage with \$1,000,000 limit of liability;

Cyber Liability with \$3,000,000 of liability or greater in the event the vendor has access to sensitive data, PII or PHI;

Auto Coverage with \$1,000,000 limit of liability in the event the vendor's operation involves the use of a vehicle in conjunction with the proposed contract and the vehicle would be used on state property. If the vendor is sending goods via postal delivery or other delivery carrier, Auto coverage is not needed;

Workers' Compensation Coverage as required by law, with Employers Liability Coverage included should the vendor employees be performing services in WV.

5.12.3 License Requirement: *Not Applicable*

5.12.4 Protest Bond: *Not Applicable*

5.13 Record Retention (Access and Confidentiality):

Vendor shall comply with all applicable Federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Vendor. The Vendor shall maintain such records a minimum of five (5) years and make such records available to University personnel at the Vendor's location during normal business hours upon written request by the University within ten (10) days after receipt of the request.

Vendor shall have access to private and confidential data maintained by the University to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and the University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

5.14 Agreement Addendum Form WV-96:

If it is the intent of the apparent successful vendor to require the State to execute the vendor's contract, such contract must be attached for consideration with the proposal. **It will also be a requirement of the successful vendor to sign the "Agreement Addendum" form (WV-96) which** is attached for your review (ATTACHMENT C).

SECTION 6: Cost

Vendor must identify all costs, fees or charges for which Fairmont State University will be billed. Costs not indicated in your proposal will not be paid. All prices must include driver's gratuity. There will be no tipping by the travel party. If gratuity is expected, the percentage must be included and specified in the cost.

6.1 Cost Proposals

- 6.1.1 Bidders must quote all trips on the schedule.
- 6.1.2 Bidders must provide the estimated round-trip miles and pricing for each trip identified in the Excel pricing spreadsheet. The cost of all trips in a year will be totaled to determine the total proposal cost.
- 6.1.3 A copy of the completed Excel spreadsheet must be included with your submission of your cost proposal.
- 6.1.4 The trip schedules in the Excel pricing spreadsheet represent the estimated trips and locations for the first year of the contract. All trips are subject to change based on changes to sport schedules, weather, playoffs, or other factors.
- 6.1.5 Each contract renewal year, a new trip schedule will be released by the Athletic Department. At the time of schedule release, the Procurement Office will require the current vendor to provide updated prices. The pricing for each renewal year is subject to approval the University. The new prices will be added to the contract when the annual renewal change order is processed.
- 6.1.5 Prices for Tournament play will be negotiated at the time of reservation.
- 6.1.6 Team schedules do require some "tandem" trips. For instance, a team may need to be at Wheeling University in Wheeling, WV on a Tuesday night and at Notre Dame College in South Euclid, OH on Wednesday. Those instances shall be priced on a case-by-case basis. Fairmont State reserves the right to negotiate such prices if the quoted prices are deemed to be excessive or not in proportion to other similar trips, past or current.
- 6.1.7 Occasionally teams are required to stay at a destination for 2 or more nights. Those instances are rare and shall be priced on a case-by-case basis. Fairmont State reserves the right to negotiate such prices if the quoted prices are deemed to be excessive or not in proportion to other similar trips, past or current.
- 6.1.8 All trips for football require two buses.
- 6.1.9 Overnight and Multi-Night Trips are noted in the Excel spreadsheet.

ATTACHMENT A: PURCHASING AFFIDAVIT

<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)

ATTACHMENT B: BID RESPONSE CERTIFICATION

DATE

The undersigned, as bidder, declares that he/she has read the Request for Bids and the following bid is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name of Bidder

Signature of Bidder

Title

Firm Name

Street Address

City, State, Zip

FEIN

Telephone Number

Email

ATTACHMENT C: ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

<http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>

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STATE OF WEST VIRGINIA ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

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12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: Travel Log

Travel - Bus Log

Athletic Team:		Number of Buses for Trip:	
Coach:		Phone Number:	

Destination:			
Driver:		Phone Number:	
Departure Date:		Time:	
Return Date:		Time:	

Amenities (check the box if not operational):

<input type="checkbox"/> Restroom (mandatory on coaches over 35 passengers)	<input type="checkbox"/> Wi-Fi capability
<input type="checkbox"/> Speaker / Intercom System (optional)	<input type="checkbox"/> Reading lights
<input type="checkbox"/> Heating / Air Condition system	<input type="checkbox"/> DVD player
<input type="checkbox"/> Television	

The payment will be discounted \$25 per day if any required amenities are not working upon commencement of trip or stop working at any time during the trip. Non-working amenities must be checked above.

Remarks:

Coach, Fairmont State University

Date

Driver

Date