SHEPHERD
UNIVERSITY

July 14, 2026

Shepherd University is soliciting bids from qualified Charter Bus Contractors that can charter students, student athletes, academic classes, and other patrons from campus to specified destinations and then back to the Shepherd University Campus.

Attached, please find the University's Request for Bid No. SUDL26-02. Please note that all responses are due no later than 3:00 PM local time on Tuesday, July 28, 2026 to:

Shepherd University Procurement Services
301 N King Street
L18A Ikenberry Hall
PO Box 5000
Shepherdstown, WV 25443
Attn: Debra Langford

If you have any questions, please email me at dlangfor@shepherd.edu. Thank you for your interest in Shepherd University.

Debra Langford
Executive Director of Procurement

www.shepherd.edu | 304-876-5216 | P.O. Box 5000, Shepherdstown, WV

REQUEST FOR BID

for

CHARTER BUS SERVICES TO TRANSPORT STUDENTS, STUDENT ATHLETES, ACADEMIC CLASSES AND OTHER PARTONS FROM CAMPUS TO SPECIFIED DESTINATIONS AND RETURN TO SHEPHERD UNIVERSITY

Issued by:

Shepherd University
Procurement Services

July 2026

SECTION 1 - INSTRUCTIONS TO BIDDERS

1.1 SCOPE OF WORK

Shepherd University is soliciting bids from qualified Charter Bus Contractors that can charter students, student athletes, academic classes, and other patrons from campus to specified destinations and then back to the Shepherd University Campus. Shepherd University is soliciting bids from qualified Charter Bus Contractors that can charter the athletic teams to games and return them to the Shepherd University Campus.

1.2 BID SUBMISSION

Sealed bids and other required documents shall be enclosed in a sealed opaque envelope and shall be identified as a "Request for Bid" including the RFB number, and the RFB opening time and date. The bidder, by making a bid, represents that: (a) the bidder has read and understands the RFB documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the services, equipment, and materials specified.

The envelope shall be addressed to Shepherd University Procurement Services, L18A Ikenberry Hall, PO Box 5000, Shepherdstown, WV 25443 and must be submitted on or before Tuesday, July 28, 2026 at 3:00 p.m., local time. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile, emailed, or telegraphic proposals are invalid and will not receive consideration.

The bid must be signed by such individual or individuals who have full authority from the vendor to enter into a binding contract on behalf of the vendor so that a contract may be established as a result of acceptance of the bid submitted. By reference, the terms and conditions set forth in the Request for Bid shall serve as the contract terms and conditions. No other terms and conditions will apply unless submitted as a part of the bid response and accepted by the University.

The bid price shall include everything for the vendor to provide and deliver the merchandise requested by the University. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

By submitting a bid, the bidder represents and warrants:

A. That it is currently licensed to do business and to provide services in the State of West Virginia and that it will take such action as, required hereafter, to remain so qualified;

B. That it is not in arrears with respect to payment of any monies due and owing the State of West Virginia, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the services being provided; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;

C. That it shall procure, at its expense, all licenses permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations with respect to the requested service;

D. That it will be responsible for any expenses incurred in the preparation and/or presentation of the bid, and oral interviews, if conducted, or for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise;

E. That the facts and matters set forth in this bid are true and correct.

1.3 BID COPIES

One original, signed and completed, and one (1) copy of the bid shall be submitted to the University.

1.4 OFFER ACCEPTANCE PERIOD

Bid (offer) shall remain in effect for a minimum period of sixty-(60) calendar days from the bid opening date unless otherwise indicated and is irrevocable.

1.5 REQUEST FOR BID SCHEDULE

July 14, 2026:	Request for Bid is issued
July 14-23, 2026:	Question/Answer Time Period
July 28, 2026:	Bids Due 3:00 PM
July 28, 2026:	Target Award Date
August 1, 2026:	Contract Effective Date

1.6 TERM OF AGREEMENT

The term of the agreement for these services are will commence on August 1, 2026 through July 31, 2027. The contract, if agreed to between both parties, can be renewed for four (4) additional one-year time periods.

1.7 INQUIRIES

Communications with employees of Shepherd University concerning this RFB by the bidder or on the bidder's behalf, except as is specified below would not be appropriate during the submission and selection process. **Failure to comply with this requirement may disqualify a bidder.**

All questions and/or inquiries concerning this request shall be submitted in writing by close of business on Thursday, July 23, 2026 to:

Shepherd University Procurement Services
L18A Ikenberry Hall
301 N King Street
PO Box 5000
Shepherdstown WV 25443
Debra Langford, Executive Director
Dlangfor@shepherd.edu

Inquiries submitted after close of business on Thursday, July 23, 2026 may be disregarded by the University at its discretion due to proximity to the opening date. Bidders should consider the Department of Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFB. If additional information is needed from any source, Procurement Services will work with the Bidder and the various offices of the University to gather that information.

Should any firm find discrepancies in or omissions from this RFB or be in doubt of the meaning, the firm should at once request in writing an interpretation from the University as described above. All necessary interpretations will be made available to all recipients of this RFB in the form of addenda to the RFB and such addenda shall become part of this RFB. Failure of any recipient of this RFB to receive any such addendum or interpretation shall not relieve such recipient from any obligation under their proposal as submitted. The University will assume no responsibility for oral instructions or suggestions. ORAL ANSWERS SHALL NOT BE BINDING ON Shepherd University. Every interpretation made by the University will be made in the form of an addendum that, if issued, will be sent by the University to all interested parties by Shepherd University Procurement Services and will be made available on the Shepherd University Procurement Services website at:

https://www.shepherd.edu/procurement/current-bids

Procurement Services can also be reached by:

Telephone: (304) 876-5216
Facsimile: (304) 876-5001

But no substantive information will be provided to proposers verbally or on an individualized basis.

1.8 ELIGIBLE BIDDERS

Bids will be accepted only from entities who:

A. Are free from all obligation, interest and regulatory problems which might conflict with the interests of Shepherd University, the Shepherd University Board of Governors, the West Virginia Higher Education Policy Commission, and the State of West Virginia (this will be confirmed with execution of Attachment H).

B. Are experienced and qualified in Charter Bus Services to support Shepherd University according to the specifications associated with this Request for Bid.

C. Are able to demonstrate the availability of relevant resources, including equipment and personnel who would be available to provide the services and travel with the students and patrons to ensure their arrival and safety during travel events.

D. Are able to provide safe, high quality, and dependable service at a highly competitive rate. It is anticipated that the selected contractor will be able to reduce costs while maintaining a high level of service that represents the Institution's high standards for excellence. The Contractor will work with the institution to make the use of these services for the students and staff a very positive experience.

1.9 INTERPRETATION, CORRECTIONS OR CHANGES IN RFB

Any interpretation, correction or change in the RFB will be made by formal addendum by the University. Interpretations, corrections, or changes to the RFB allegedly made in any other manner will not be binding, and no proposer may rely upon any such interpretation, correction or change.

1.10 MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder with authority as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of bids. A Notice of Modification shall be worded so as not to reveal the amount of the original bid and the modified bid price shall be under seal.

1.11 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the bid must be initialed by the person(s) signing the bid.

1.12 ACKNOWLEDGMENT OF AMENDMENTS OF RFB

Receipt of an addendum to this RFB must be acknowledged by a bidder on the Bidder Response Certification (Attachment A). Addenda, if any, may be accessed on the University's web site at:

www.shepherd.edu/procurement/current-bids

1.13 NON-FUNDING

All service performed or goods delivered under this contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

1.14 PAYMENTS AND INTEREST ON LATE PAYMENTS

Payment may only be made after the delivery and acceptance of goods or services. Interest or charges due to late payment is not permissible.

1.15 TAX EXEMPTION

The State of West Virginia, the Higher Education Policy Commission, and Shepherd University are exempt from federal and state taxes and will not pay or reimburse such taxes.

1.16 REJECTION OF BIDS

The University shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required security or other data required by the RFB documents; reject a proposal, which is in any way incomplete or irregular; or to reissue a Request for Bids.

1.17 BID PRICE

The costs, fees and expenses submitted in the bid shall include everything necessary for to complete the services being requested.

1.18 AWARD OF CONTRACT

The award shall be made by the University to the responsible bidder whose bid will be most advantageous to the University with respect to a price, proof of safety and reliable equipment, and conformance to the specifications set forth herein, quality, timing, and other factors as evaluated by the University. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

The University may award a contract on the basis of the bids received, without discussion; therefore, each initial bid should contain the bidder's best price.

The State of West Virginia may require certain terms and conditions as a component of the contract not included herein. If additional terms and conditions are required by the State and are deemed unacceptable to vendor, vendor may opt to withdraw the bid at that time without penalty.

SECTION 2 – INSTRUCTIONS FOR PREPARING BID

2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFB Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation and presentation of the response. Failure to comply may result in rejection of the response. The bidder should be specific and complete in every detail, prepared in a simple and straightforward manner.

Bidders are expected to examine the entire Request for Bid, including all specifications, standard provisions and instructions. Failure to do so will be at the bidder's risk. Each bidder shall furnish the information required by the invitation. It is required that bidder entries be typewritten. Periods of time, stated in number of days, in this request or in the bidder's response, shall be in calendar days.

2.2 RFB RESPONSE OUTLINE

A. Response Sheet: The Bidder Response Certification (Attachment A) shall be attached to the front of the bid and shall contain the bidder's certification of the submission. It shall be signed by an official who has full authority to enter into a contract.

B. Background and History: Describe the company, its age, organization, officers or partners, number of employees and operating policies which would affect this contract. Please provide your background and experience in providing charter bus services for higher education institutions or medium size organizations. Include the ability to manage the size and scope of each institution's (Attachment B).

C. Communication Mechanism: The Contractor must have a means for communicating with institutional groups while they are traveling in the event of an emergency as well as changes in the itinerary, travel arrangements, etc. Please provide procedures in communicating with an institution's group during trips and how the Contractor will ensure that this requirement is met (Attachment C)..

D. Schedule Flexibility: The drivers must be flexible. The institution must have the authority to make changes in the schedule on a situational basis. Please address how your company will insure that this requirement is met (Attachment D).

E. Qualified Supervision: The Contractor shall provide qualified supervision capable of responding to the driver and/or the institution in the event that issues arise. This may include, but not be limited to, emergencies, itinerary changes, schedule changes, etc. A 24-hour telephone number is required to ensure the Contractor can be reached in the case of an emergency. Describe how this requirement will be met (Attachment 2.2.5).

F. Drug Test Frequency: Please provide information about how often random drug tests are performed on the drivers for your company and the procedure that is followed (Attachment F).

G. Physical Exam Frequency: Please provide information about how often the drivers are required to have a Physical Exam and the procedure that is followed to ensure these are performed timely (Attachment G).

H. Fleet Information: Shepherd University is looking for a Contractor that can offer both full size charter buses with a minimum seating capacity of 56 passengers and mini buses with seating capacity of 17 or more. School buses are not equivalent. Buses shall not be older than 15 years, without written approval of the Institution prior to use. Denial of any such request will not delay any travel arrangements. Bidder is to provide a list of buses. Include in the list the VIN, make, size (length/width/height), passenger capacity, and model year of bus. Please include the cargo opening dimensions and the cargo department dimensions. Seat belts are preferred but not required. Seat belts which are originally installed or installed after-market are acceptable. Identify the buses that have seat belts (if any) in the bus list. Also indicate what buses have rest rooms (Attachment H).

I. Bus Amenities: Buses are to be equipped with all operable equipment and amenities including reclining seats, heating, air-conditioning, restroom, TV monitors and/or electronic video players with screens viewable from each seat, WIFI, USB or Electrical outlets, and adequate storage capacity. The WIFI capability must have sufficient bandwidth to permit all passengers to utilize the WIFI at the same time if necessary. Please address the amenities that are provided and how the WIFI capability will be addressed (Attachment I).

J. Bus Spacing Information: The bus provided for service on the confirmed date must be able to accommodate passengers with adequate space for carry-on, storage for athletic or other equipment and personal luggage. The Institution may charter buses where passengers have unusual sized cargo and the Contractor must be able to accommodate these items (Attachment J).

K. Bus Conditions: The bus provided for service on the confirmed date must be well maintained and in good condition (not dented, scratched or damaged). It must be clean, have clean windows, and a clean interior that smells fresh. Newer buses preferred, but cannot be older than 15 years. Full size buses must have a stocked functioning restroom. Bidder to describe their equipment quality standards and describe what remedy/compensation would be provided to the institution should a bus be provided that falls below the required quality standards (Attachment K).

L. Service Level Standards: Bidder is to describe their service level standards, customer service features, their plan to provide 24 hours per day, 7 days per week, 365 days per year (24 x 7 x 365) customer service, and describe what remedy/compensation that would be provided to the institution should service levels fall below the standards established in the RFB (Attachment L).

M. Customer Service and Diversity Training: Bidder is to describe customer service training provided for all of their employees and their plan to provide exemplary customer service, and describe what remedy/compensation would be provided to the Institution should exemplary customer service levels fall below these standards. Also provide information about the diversity training given to employees with the frequency training occurs. (Attachment M).

N. Customer Complaint: Bidder is to describe their customer complaint mitigation and escalation process for service level issues (Attachment N).

O. Travel Planner Assistance: Contractor will be required to provide assistance to travel planners as appropriate when trips are being arranged. This would include, but not be limited to, discussions of appropriate equipment, routes, and departures times prior to the final booking of trips to ensure the needs of the Institution are met. Describe the planning process that would be provided to ensure all requirements are met with every booking (Attachment O).

P. Bus Availability While Traveling: Buses must remain available at all times for taking students, teams, staff, etc. to and from practices, hotels, eating establishments, grocery stores, etc. as required (within the Department of Transportations (DOT) guidelines for driver rest periods). Should a bus replacement be required during the scheduled trip, the original bus shall remain at all times with the customer while the replacement bus is brought to the site. Describe the process you will use to ensure these requirements are met (Attachment P).

Q. On-Time Scheduling Assurance: It is the Contractor's responsibility to provide bus service ensuring on-time schedule performance. The Contractor shall make all reasonable efforts to ensure that any delay is as short as possible. Should substitute bus equipment be required, it must be equivalent to the required capacity and be able to meet the requirements of the scheduled trip unless alternate buses are approved by the Institution. When and if schedule delays or equipment substitutions are necessary due to mechanical problems of the bus, the Contractor shall make every immediate effort to remedy the situation and communicate the remedy to the trip contact person as well as the Institution's Contacts. What is your procedure for insuring that travelers are not delayed if incidents or problems occur during a trip? Bidder shall describe their planned price adjustments and responses to Institution claims for damages as a result any substandard service performance (Attachment Q).

R. On Trip Issues: Please provide your procedure, including contacts, for resolving incidents or problems that might occur during a trip (Attachment R)

S. Trip Information: Please identify the number of trips your company has provided in total to entities. Also, please provide how many of these have been disrupted in the past year due to mechanical or service issues (Attachment S).

T. Established Relationships with Other Carriers: It is imperative that the Contractor has established relationships with other carriers should the need arise to provide buses to complete a trip due to bus shortages or breakdowns throughout the country. Describe what companies you have relationships with and when you would exercise the need to use their equipment and/or drivers (Attachment T).

U. After Hours/Emergency Support: If after hours and emergency support is outsourced, explain the relationship and overall accountability for the delivered services. Please provide an average response time for issue resolution, process and hierarchy for issue escalation (Attachment U).

V. Resource Allocation: The Contractor shall provide sufficient numbers and teams of fully qualified and licensed drivers as legally required to perform the work and duties as set forth under the contract. Trip Interruptions due to driver availability will not be permitted. The Contractor shall provide drivers who effectively communicate with the customer and can provide route and schedule assurance through proficiently with following driving directions, map reading and route planning tools currently available such as Global Positioning Satellite (GPS) or similar prior to the commencement of the trip and during the trip. Drivers shall not be dependent upon customers for trip directions and/or navigation. Drivers shall demonstrate exemplary customer service and professional conduct. Describe in your bid response how you will meet each of these requirements (Attachment 2.2.22).

W. Double Coverage: Please how you manage or arrange for driver teams on overnight trips that require more than one driver in order to meet federal regulations. (Attachment W).

X. References: Bidder shall include at least three (3) references, preferably from agencies or institutions similar in size and complexity to Shepherd University the respondent has provided services similar in scope within or for the past three (3) years (Attachment X).

Y. Eligible Bidder Information (Attachment Y): Provide the information designated in Section 1.8 as this Attachment. The information from Section 1.8 has been duplicated for convenience into this Attachment. Please confirm that the bidder can meet all of these obligations by indicating "Acceptance" by each item A-D.

Z. Bidder is to provide proof of licensing, accreditation(s) and professional memberships (Attachment Z).

AA. On a company-wide basis, identify bidder's driver retention rate. This table will be copied over into Attachment AA.

Years Employed at Company	Number of Drivers
>10	
6-10 Years	
3-5 Years	
1-2 Years	
<1 Year	
Total Number of Drivers	

AB. Gratuity: Please provide information regarding the expectation of gratuity to be paid to drivers in addition to the cost of the trip. Explain how this is handled ins Attachment AB.

AC. Parking Fees and Tolls: Please explain who pays for parking fees and tolls. Explain how this process works (Attachment AC).

AD. Inclement Weather Policy: In the event the Institution classes are delayed or cancelled due to inclement weather, public emergencies, job actions, or other unforeseen events, the Institution, with appropriate notice, reserves the right to cancel or delay bus service for one or more days, or any part thereof, without monetary obligation to the Contractor. Please explain your closure policy (Attachment AD).

AE. Invoicing: The Contractor will be required to provide complete invoices that detail the charges for all service. Timely receipt of invoices is very important. Describe your billing process and what steps would be taken to insure that billing is timely (Attachment AE).

AF. Cancellation Policy: Bidder shall describe their cancellation policy. Shepherd University is not able to process any cancellation penalties if bus trips must be cancelled (Attachment AF).

AG. Challenges in Servicing the Institution: Identify what challenges you anticipate in servicing Shepherd University. Also indicate how you will manage these challenges. (Attachment AG).

AH. Assistance from Shepherd University: If the respondent was notified that the contract would be awarded to him/her, what assistance would you require from Shepherd University to insure all

services are in place and operational by the first away game on September 9, 2019? Please provide answer in Attachment AH.

AI. Safety Record Information: The Bidder shall provide a description of its Safety Record, in regards to providing commercial transportation services, for the past five (5) years (Attachment AI).

AJ. Pending Violations: The Bidder must submit a list of ANY pending federal or state safety violation investigations or respond "None Pending" in Attachment AJ.

AK. Safety Compliance Officer: Please explain if you have a Safety Compliance Officer. Describe who is responsible for Driver Safety Training and Retraining, OSHA Compliance, Blood Borne Pathogen Certification, ADA Compliance, and Homeland Security and Passenger Safety Compliance. Also indicate how your process works to insure that you are in compliance at all times.

AL. Bid Pricing for Trips: Provide pricing for the trips that are planned for Shepherd University. The two spreadsheets has been inserted as Attachment AL to provide pricing.

AM. Optional Bid: In addition to the base bid, Shepherd University would like to consider the possibility of having one or more full size coaches wrapped or branded in some way to promote the institution when traveling. While cost is a large concern there are also questions of how the bus would be used when it is not in use by Shepherd University and any impressions it might make to the public when not in use by the institution. Shepherd University is looking for innovative suggestions and ideas from the bidders that might meet this desire. Please indicate in your submission how you might offer this option and what costs would be involved in providing this service. Please list all costs associated with this option separately and not a part of the base bid.

AN. Disclosure of Interested Parties to Contract:

1. Affirm that your firm and all individuals that will be assigned to this transaction are free from all obligations, interest and regulatory problems which might conflict with the interests of Shepherd University or which might create ethical conflicts for employees/ officers of University.

2. Disclose any information about your firm that presently, or in the future, could impair your firm's ability to provide the services required for this transaction.

AO. Fully executed Non-Collusion Certificate: The Non-Collusion Certificate affirms that the contractor has not performed any collusion while putting the bid documentation together for submission to agency.

AP. Purchasing Affidavit: The Purchasing Affidavit acknowledges that neither the responding vendor nor any related party owes a debt to the State of West Virginia.

AQ. WV-96 Agreement Addendum Form: The WV-96 Form is a form that amends and terms and conditions of any forms, bids, or contractual terms on any documents that are submitted by the bidder. This signed form must also be submitted as part of the bid package.

SECTION 3 – REQUIREMENTS FOR SERVICES TO BE PERFORMED

3.1 GENERAL

Shepherd University is soliciting bids from qualified Charter Bus Contractors that can charter the athletic teams to games and return them to the Shepherd University Campus.

3.2 MANDATORY REQUIREMENTS

Bidders are to indicate in their bid response their understanding and acceptance of each mandatory requirement. If they cannot meet or accept any requirements it must be identified in the bid along with an explanation and alternative to meeting the intent.

A. There should be no additional charge for dead heading or other trips not associated with the booked trip unless approved by the Institution in advance. This includes dead heading to and from an institution prior to pick up and after trip completion.

B. Shepherd University is to be provided an updated list at all times of drivers who will be performing services and reserve the right to determine that a drive may be restricted to certain events or prevented from driving for any service at any time and at its sole discretion.

C. Each driver must carry a cell phone or some other device that would allow immediate contact with the driver should the need arise.

D. The driver's cell phone number must be given to the group's leader prior to the start of each trip.

E. The Contractor's employees shall at all times conduct themselves in a professional manner. Drivers will not demonstrate any unprofessional conduct, use of inappropriate language, intimidating behavior, and/or personal or sexual harassment. The Contractor employees shall adhere strictly to Shepherd University's regulations concerning personal behavior as stated in the institution's current Employee Handbook and no such employees shall be assigned work associated on Institution's premises or driving that are not acceptable to the Institution. Any such unprofessional conduct demonstrated will be reported by the Institution and shall be immediately corrected by Contractor. Such conduct may result in contract default and termination. Contractor will maintain a list of Preferred Drivers who are familiar with the coaches and staff and have a good working relationship. The institution will have the right to refuse or request a change of driver that is not on this list.

F. Drivers will be required to wear a distinctive uniform at all times while transporting students and staff.

G. All Drivers must be appropriately licensed for the type of bus service required.

H. Drivers and any additional personnel must have passed a background check. Upon request the Contractor must provide background check results.

I. The Contractor shall provide qualified supervision capable of responding to the driver and/or the Institution in the event that issues arise. A 24/7/365 telephone number is required to ensure the Contractor can be reached in the case of an emergency.

J. Contractor will furnish modern, clean, environmentally controlled (heated/air conditioned) regularly inspected and maintained vehicles.

K. Equipment on the vehicles shall be maintained in good condition and working order.

L. The Contractor assumes responsibility for all equipment in the case of fire, theft or vandalism.

M. All buses are to be smoke free/nonsmoking vehicles.

N. Vehicles that have defective equipment shall be immediately removed from service and replaced until such defects are remedied.

O. Contractor shall schedule bus(es) to arrive early enough to provide for approximately 30 minutes prior to departure time unless requested to arrive earlier. Boarding and off-loading will take place mainly at Shepherd University, and the specific location of boarding and off-loading at time of trip confirmation.

P. Pick up and drop off points during the trip to be determined per Institution needs.

Q. Barring unforeseen road conditions, buses should maintain "on-time" status at all times. Delays in the bus operation that are deemed to be the Contractor or their employees' fault will be considered unacceptable and may be cause for reduction of the charter cost to the Institution and may put Contractor in default.

R. Substandard service or quality regardless of remedy, corrective action, price adjustment, or Institution compensation may result in the Contractor being in default of the contract.

S. The Contractor shall be solely responsible for maintenance. Bidder is to describe how they will comply with these requirements:
   - The maintenance of its bus fleet in accordance with federal and state regulations:
   - Keeping all buses clean and sanitary in compliance with public safety and health regulations;
   - Its drivers keeping the buses clean and maintained while on trips.

T. The Contractor, consistent with its status of an independent contractor, will carry at least the following insurance form companies having an A.M. Best Rating of A-:IV or better, in the form and in the amounts as SFA may require:

   Workers' Compensation Insurance with statutory limits;

   Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Damage to Rented Premises	$100,000
Medical Expenses (any one person)	$10,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$3,000,000
Products-Completed Operations Aggregate	$3,000,000

   Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least $5,000,000 Combined Single Limit Bodily Injury and Property Damage. Coverage shall not exclude passengers;

All risk physical damage on the buses, naming Shepherd University, its Board of Governors, officers, directors, employees, representatives, and agents as additional insured under the policy and provide Shepherd University, its Board of Governors, officers, directors, employees, representatives and a waiver of subrogation.

If limits are not met in primary insurance contracts, Umbrella/Excess Liability Insurance may be provided with limits of not less than $4,000,000 per occurrence and aggregate with a deductible of no more than $10,000 and (i) providing coverage in excess of and (ii) "following form," subject to the same provisions as, the underlying policies required for General Liability and Commercial Auto Liability Insurance.

SECTION 4-EVALUATION CRITERIA

To be considered responsive, the bidder must complete the Bid Form located in Attachment 2.2.38.

The University reserves the right to drop from consideration:

Those items that not all bidders submitted a bid;
Those items that were not bid as specified.

In addition, the University will consider as components of meeting the minimum qualifications of Section 1.8:

The ability, capacity, and skill of bidder to perform the contract or provide the services required;
The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

The University reserves the right to make calculations to allow comparisons. Comparison may be made among the three different areas listed in Section 3 to evaluate the most cost advantageous Bid being offered to the University.

SECTION 5-CONTRACTUAL TERMS AND CONDITIONS

1. **ORDER OF PRECEDENCE:** This Section Five of this contract modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Contract. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS SECTION FIVE, THIS SECTION TWO SHALL CONTROL unless a contract change order is executed by both parties which expressly references a modification of this Section Five.

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 0or 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.

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-l, 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 is 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 alteration.

ATTACHMENT A

BIDDER RESPONSE CERTIFICATION

SHEPHERD UNIVERSITY

_____
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 RFB document.

_____
Name of Bidder

_____
Signature of Bidder

_____
Title

_____
Firm Name

_____
Street Address

_____
City, State, Zip

_____
Telephone

_____
Facsimile Number

_____
Email Address of Signer

ATTACHMENT B
BACKGROUND AND HISTORY

ATTACHMENT C
COMMUNICATION MECHANISM

ATTACHMENT D
SCHEDULE FLEXIBILITY

ATTACHMENT E
QUALIFIED SUPERVISION

ATTACHMENT F
DRUG TEST FREQUENCY

ATTACHMENT G
PHYSICAL EXAM FREQUENCY

ATTACHMENT H
FLEET INFORMATION

ATTACHMENT I
BUS AMENNITIES

ATTACHMENT J
BUS SPACING INFORMATION

ATTACHMENT K
BUS CONDITIONS

ATTACHMENT L
SERVICE LEVEL STANDARDS

ATTACHMENT M
CUSTOMER SERVICE AND DIVERSITY TRAINING

ATTACHMENT N
CUSTOMER COMPLAINT

ATTACHMENT O
TRAVEL PLANNER ASSISTANCE

ATTACHMENT P
BUS AVAILABILITY WHILE TRAVELING

ATTACHMENT Q
ON-TIME SCHEDULING ASSURANCE

ATTACHMENT R
ON TRIP ISSUES

ATTACHMENT S
TRIP INFORMATION

ATTACHMENT T
ESTABLISHED RELATIONSHIPS WITH OTHER CARRIERS

ATTACHMENT U
AFTER HOURS/EMERGENCY SUPPORT

ATTACHMENT V
RESOURCE ALLOCATION

ATTACHMENT W
DOUBLE COVERAGE

ATTACHMENT X
REFERENCES

ATTACHMENT Y
ELIGIBLE BIDDER INFORMATION

Bids will be accepted only from entities who:

A. Are free from all obligation, interest and regulatory problems which might conflict with the interests of Shepherd University, the Shepherd University Board of Governors, the West Virginia Higher Education Policy Commission, and the State of West Virginia.

B. Are experienced and qualified in Charter Bus Services to support Shepherd University according to the specifications associated with this Request for Bid.

C. Are able to demonstrate the availability of relevant resources, including equipment and personnel who would be available to provide the services and travel with the student groups to ensure their arrival and safety during travel events.

D. Are able to provide safe, high quality, and dependable service at a highly competitive rate. It is anticipated that the selected contractor will be able to reduce costs while maintaining a high level of service that represents the Institution's high standards for excellence. The Contractor will work with the institution to make the use of these services for the students and staff are a very positive experience.

ATTACHMENT Z
PROOF OF LICENSING, ACCREDITATION AND PROFESSIONAL MEMBERSHIPS

ATTACHMENT AA
RETENTION RATE TABLE

Years Employed at Company	Number of Drivers
>10	
6-10 Years	
3-5 Years	
1-2 Years	
<1 Year	
Total Number of Drivers	

ATTACHMENT AB
GRATUITY

ATTACHMENT AC
PARKING FEES AND TOLLS

ATTACHMENT AD
INCLEMENT WEATHER POLICY

ATTACHMENT AE
INVOICING

ATTACHMENT AF
CANCELLATION POLICY

ATTACHMENT AG
CHALLENGES IN SERVICING THE INSTITUTION

ATTACHMENT AH
ASSISTANCE FROM SHEPHERD UNIVERSITY

ATTACHMENT AI
SAFETY RECORD INFORMATION

ATTACHMENT AJ
PENDING VIOLATIONS

ATTACMENT AK
SAFETY COMPLIANCE OFFICER

ATTACHMENT AL
PRICING FOR TRIPS

THE DATES AND TIMES FOR SPORTING EVENTS THAT ARE GOING TO BE UTILIZED FOR THE BID PRICING ARE ON THE NEXT 5 PAGES

ATTACHMENT AM
OPTIONAL BID

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of $1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

(1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: _____ **Address:** _____

_____

Name of Authorized Agent: _____ **Address:** _____

Contract Number: _____ **Contract Description:** _____

Governmental agency awarding contract: _____

☐ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below *(attach additional pages if necessary)*:

1. **Subcontractors or other entities performing work or service under the Contract**
   ☐ Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
   ☐ Check here if none, otherwise list entity/individual names below.

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
   ☐ Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

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

_____
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

Revised April 1, 2022

ATTACHMENT AO
NON-COLLUSION CERTIFCATE

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____ (Title) and the duly authorized representative of _____ _____

_____

_____

_____ whose address is _____.

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above entity nor any of its other representatives I here represent have:

(a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal or offer being submitted herewith;

(b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the financing for which the within proposal or offer is submitted; and that no member of the _____, administrative or supervisory personnel or other employees of _____ have any interest in the proposing entity except as follows: (complete if applicable)

_____

_____

_____

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

_____
Signature

_____
Date

_____
Printed or Typed Name

ATTACHMENT AP
PURCHASING AFFIDAVIT

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 exceed 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** _____

WV-96
May 2026

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

REQUIRED INFORMATION ABOUT THIS CONTRACT:

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

Vendor: _____

Contract Name or Identifier/Lease Number ("Contract"): _____

Commodity/Service: _____

The State and the above-identified Vendor are entering into the above-referenced contract. The Contract or other materials incorporated into this Contract may contain provisions that are inconsistent with West Virginia law, regulations, or policy. THIS ADDENDUM SUPERSEDES, MODIFIES AND CONTROLS ANY CONFLICTING PROVISIONS CONTAINED IN THE CONTRACT REGARDLESS OF WHEN SUCH DOCUMENTS ARE SUBMITTED.

1. **PAYMENT** – The State will not make any advanced payments for goods or services unless the payment is (i) authorized by the policy of the West Virginia State Auditor (e.g., software/SaaS licenses, software support services, and the first year of a software subscription), or (ii) expressly authorized in a writing by the West Virginia State Auditor and that approval is made a part of this contract. Payments are made only after the (i) receipt of the goods and/or services and (ii) processing of all required invoice documentation to the State Auditor's satisfaction.

   The following provisions are deleted: (i) interest or penalties for late payment, (ii) payment of lost profits, termination fees, or liquidated damages upon termination, and (iii) acceleration of payments due to termination, default, or non-funding.

2. **FUNDING** – Payments under this Contract are contingent upon the availability of properly encumbered funds through legislative appropriation or other lawful funding sources. If funding becomes unavailable, then the State may terminate this Contract upon notice to the vendor. Non-appropriation or non-funding is not an event of default, and all work shall cease upon termination.

3. **TERMINATION FOR CONVENIENCE** – The State may terminate this Contract for convenience upon thirty (30) days written notice to the Vendor. The State will pay only for undisputed services rendered or goods delivered prior to termination. Any conflicting Vendor provision regarding termination is deleted.

4. **GOVERNING LAW** – The Contract shall be governed by the laws of the State of West Virginia or required federal law. Any provision requiring the application of any other state's laws is deleted.

5. **JURISDICTION/DISPUTES** – All claims for monetary damages must be filed with the West Virginia Legislative Claims Commission. Other legal actions must be brought in courts authorized under West Virginia laws to exercise jurisdiction.

6. **PRESERVATION OF STATE LEGAL RIGHTS** - Notwithstanding any provision contained in this Contract or other materials incorporated into this Contract, any term that limits, waives, or otherwise restricts the legal rights available to the State is deleted. Without limitation, the following provisions are deleted:

   a. Any requirement that the State agrees to (i) participate in binding arbitration or other extra-judicial dispute resolution process, (ii) waive a jury trial, or (iii) resolve disputes in any jurisdiction or venue other than the State of West Virginia.

   b. Any provision requiring the State to (i) indemnify, defend, or hold harmless the Vendor or any third party, or (ii) assume the Vendor's business or legal risks.

   c. Any provision limiting the Vendor's liability for direct damages arising from bodily injury, death, or damage to property (tangible or intangible) caused by the negligence or willful misconduct of the Vendor or its employees or agents. Any limitation of liability is enforceable only to the extent permitted by West Virginia Law.

   d. Any provision requiring the State to waive or limit its legal rights, claims or defenses.

   e. Any provision limiting the time within which the State may file a claim or initiate any legal action.

   f. Any provision permitting repossession of equipment without notice to the state. Repossession may occur only with appropriate notice.

   g. Any provisions requiring the State to pay Vendor's attorney fees, collection costs, or litigation expenses are deleted except in cases where they are ordered by a court of competent jurisdiction.

7. **TAXES** – The State is exempt from federal, state, and local taxes. Any provision requiring the State to pay taxes on behalf of the Vendor is deleted. The State will provide a tax-exempt certificate upon request.

8. **ASSIGNMENT** – No assignment of this contract is effective and binding until the State and Vendor execute a change order to this Contract. This Contract is automatically terminated if the assignment is to a person or entity with whom the State is prohibited from doing business. In that circumstance, Vendor agrees to pay the State a pro-rata refund equal to the cost paid for the unused portion of the commodity or service provided. The State may assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor.

9. **RENEWAL/MODIFICATION** – This Contract may be renewed, extended, amended, or modified only by written agreement signed by both parties and approved, as to form, by the Attorney General. Any automatic renewal or modification provision is deleted.

10. **INSURANCE** – Any provision requiring the State to maintain insurance for the benefit of the State, the Vendor or any third party is deleted.

11. **DELIVERY** – All deliveries under the Contract shall be FOB destination unless the State expressly and knowingly agrees otherwise in writing. Any contrary delivery term is deleted.

12. **PUBLIC RECORDS AND CONFIDENTIALITY** – This Contract and related records are subject to the West Virginia Freedom of Information Act ("W. Va. FOIA") (W. Va. Code §29B-1-1 et seq.) and applicable public procurement laws. Any provision requiring Vendor consent or notice prior to disclosure is deleted.

    All provisions requiring the non-disclosure of information must be (i) permitted by West Virginia law, (ii) incorporated through a separately signed writing, and (iii) approved, as to form, by the Attorney General.

13. **DATA OWNERSHIP**. During and after the term of this Contract, the State retains all ownership rights to information or data that the State provides to the Vendor, or which the Vendor collects or captures while providing its services (hereafter "Data"). The Vendor agrees to only use the Data to provide the procured services. Without limitation, the following provisions are deleted:

    a. Any provision granting the Vendor or any other person or entity: (i) rights to sell, license or otherwise exploit the Data, (ii) use rights (including without limitation the right to use the Data to train machine learning and/or artificial intelligence models) or (iii) any other proprietary interests in the Data.

    b. Any provision that defines "Data" in a manner that excludes from these protections: (i) transaction or system-based data, including metadata, (ii) Data once it has been de-identified, anonymized, or aggregated, or (iii) vendor analytics performed on the Data.

    Before contract termination, the Vendor agrees to coordinate with the State, to either (1) destroy the Data or (2) return it to the State in the format requested by the State. This shall be done without further conditions, costs, or delays.

14. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires binding the State to third-party's end-users license agreement (EULA), the Vendor represents that none of the mandatory click-through, unsigned, or web-linked EULA terms and conditions 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 a wrongful representation/assertion that the EULA's terms and conditions are in accord with, or subordinate to, this Addendum.

15. **AMENDMENTS** –All amendments, modifications, alterations or changes to this Contract shall be made by a (i) written change order, (ii) signed by all parties, and (iii) approved, as to form, by the Attorney General.

If legal circumstances require this Addendum to be amended, then those changes must be made in an OBVIOUS MANNER such as by using **bold** *Italics, or* underline to identify language being added and using bold ~~**strikethrough**~~ to identify language being deleted. Do not use track-changes. All changes to this WV-96 must be expressly approved by the Office of the Attorney General.

State: _____	Vendor: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____