Contract Number: WM-C849

This agreement entered into this 19th day of January 2009 by Oleta Coach Lines, Inc., hereinafter called the contractor and The College of William & Mary, hereinafter called the "College", an institution of higher education in the Commonwealth of Virginia.

WITNESSETH that Oleta Coach Lines, Inc. and the College, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF AGREEMENT: Oleta Coach Lines, Inc. shall provide Charter Bus Services as set forth in the agreement documents.

TERM OF CONTRACT: From January 20, 2009 through December 31, 2011 (with six (6) successive one-year renewal options)

CONTRACT DOCUMENTS shall consist of:

(1) This signed form, including the Contractual Terms and Attachment 1;
(2) The RFP# WM-1177-09 dated October 2, 2008, and all its Attachments;
(3) Oleta Coach Lines’ Proposal dated October 23, 2008; and negotiated modifications to the proposal as confirmed in Oleta Coach Lines’ letter dated December 11, 2008, all of which documents are incorporated herein.

The parties, having negotiated concerning the Services, wish to express in this Agreement the basis on which Oleta Coach Lines, Inc. will provide the Services.

To the extent that the terms of this contract document and the various agreement documents are in conflict, the RFP and all its attachments, Oleta Coach Lines’ proposal and the negotiated modifications, will prevail over all other agreement documentation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

OLETA COACH LINES, INC.:
By: ____________________________
Title: Director of Marketing & Sales
Date: 1/23/09

COLLEGE OF WILLIAM AND MARY:
By: ____________________________
Title: Senior Procurement Officer
Date: 1/23/09

Received Time Jan. 23, 11:41AM
Office of Procurement

P.O. Box 8795  
Williamsburg, Virginia 23187-8795  
757/221-3952, Fax 757/221-3959  
TDD 757/221-1787

January 15, 2009

Oleta Coach Lines, Inc.  
Mr. David N. Smith, Director of Sales  
P.O. Box 466  
Williamsburg, VA 23185

RE: Request for Proposal #WM-1177-09, Charter Bus Services

Dear Mr. Smith:

The Committee for the above referenced proposal would like to thank you for submitting a proposal for the Charter Bus Services, RFP #W&M 1177-09. I am pleased to inform you that the proposal submitted by Oleta Coach Lines, Inc. was selected and the contract will be awarded accordingly.

The contract will be inclusive of all items in the Request for Proposal dated October 2, 2008, and all its Attachments; Oleta Coach Lines’ proposal dated October 23, 2008; and negotiated modifications to the proposal as confirmed in Oleta Coach Lines’ letter dated December 11, 2008 and the attached Standard Contract form.

Enclosed is a copy of the Standard Contract Number W&M-C849 to provide charter bus services at the College of William and Mary. Please print out three (3) copies, sign and return all three copies of the contract and an updated certificate of insurance to me. Upon executing the contract at this end, I will return to you, one fully executed copy of the contact for your files and retention.

On behalf of the Committee, I want to thank you for your response to our proposal and look forward to working with Oleta Coach Lines, Inc. If you have any questions, please call me at 757-221-3956.

Sincerely,

[Signature]

Gary L. Hundley, VCO  
Senior Procurement Officer
CONTRACTUAL TERMS

The parties, having negotiated concerning the Services wish to express in this Agreement the basis on which Oleta Coach Lines, Inc. will provide the Services. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. SPECIFIC SERVICE PROVISIONS

   A. These specific provisions are restated here for clarification:

      1. Oleta Coach Lines, Inc. shall furnish all labor, resources, supervision, vehicles, equipment, tools, materials, supplies, etc., necessary to provide charter bus services.

      2. Contractor will ensure the date of manufacture of all buses be no more than five years before the date of trip. If date of manufacture of bus(es) is more than five years, Contractor shall notify the College for bus acceptance.

      3. All motor coaches shall have VCRs and/or DVD players and monitors in good working condition.

      4. All drivers shall have an operating cell phone or other means of communication in case of emergency or if bus gets lost.

      5. The College will be responsible for lodging costs and reservations for bus drivers. All meals and other incidental expenses shall be the responsibility of the contractor.

      6. Bus(es) shall arrive at the College a minimum of one hour prior to departure for planned event unless an alternate arrival time has been approved/scheduled by the College.

      7. During periods of inclement weather, the College reserves the right to cancel, reschedule, or delay departure of any trip. In the event a trip is to be made on the original scheduled date but on a delayed basis, the contractor shall either:

         a. Be able to have a bus at the College within forty-five minutes of being notified of new departure time, or:

         b. Submit a plan detailing how this type of delay would be handled while still maintaining the mandatory forty five minute response time. All costs associated with this plan are the sole responsibility of the contractor.

      8. All drivers and buses shall be prepared, at the minimum, for each trip:

         a. Bus in good running condition and interior clean and odor free.

         b. Driver shall be knowledgeable as to destination and route for quickest arrival.

         c. Driver shall know route to hotel and the stadium, arena and other planned destinations.

      9. Bus and driver shall be ready for immediate departure after each contest and:

         a. Bus fully fueled and serviced prior to team departure.

         b. Driver rested, fed, and relieved.

      10. Driver(s) shall be on-call for team transportation while at destination site; therefore, driver’s location should always be known by the director of traveling party.

      11. All drivers will be in good health.

      12. All buses shall be non-smoking (to include driver).

      13. All scheduled stops (fuel, driver breaks, etc.) shall be brought to the attention of the director of the traveling party prior to departure.
14. Final schedules will be submitted to the Contractor as soon as all games are contractually finalized by the College Athletic Department. Every effort will be made by the College to provide schedules to the Contractor no later than 30 days prior to first trip of each individual sport. Departure times will be submitted to the Contractor by each individual sport at least 24 hours prior to departure.

15. Drivers shall have a minimum of five (5) years of professional bus driving experience, possess all required certifications and be neat and professional in appearance.

16. Buses shall have all required inspections. Certifications shall be available upon immediate request.

17. Maintenance shall be performed on all buses at the required intervals. Certifications and maintenance logs shall be available upon request.

18. Contractor shall have more than one bus or the availability to supply bus(es) and driver(s) for emergency and/or quick trips.

19. All motor coaches shall have working and operational restrooms. The facilities shall be clean upon arrival at the College. They shall also be clean prior to any trip, e.g. overnight stays, and the restroom shall be in a clean condition prior to leaving trip location with destination back to the College.

20. All buses shall have good working and operational air conditioning/heating systems.

21. Contractor shall provide a contingency plan for break-downs and/or arriving late.

2. FEES

Contractor shall not charge separately driver gratuities. Price quotes shall include all gratuities, damage/clean up fees and shuttle fees for any "special" side trips, e.g. trip to mall, restaurant, etc. when the bus(es) have already reached the trip destination and will not need to be detailed separately ahead of time.

3. CONTRACT ADMINISTRATOR(S)

The individuals named below will serve as the Contract Administrators and will be the point of contacts at the College for day-to-day operations under this Agreement. The Contract Administrators cannot approve amendments or price changes to this Agreement. Contractor will channel all communications through:

College of William and Mary
Business Affairs, Athletics Department
Attention: Dan Wakely, Assistant Athletic Director
P. O. Box 8795
Williamsburg, Virginia 23187
Phone: 757-221-3373
Fax: 757-221-2048
E-mail: ddwakely@wm.edu

College of William and Mary
Parking Services, Adair Parking Deck
Attention: Bill Horacio, Manager
P. O. Box 8795
Williamsburg, Virginia 23187
Phone: 757-221-2434
Fax: 757-221-4625
E-mail: wwhora@wm.edu

Contact Dan Wakely for the Athletics Departments. Contact Bill Horacio for all other Departments. Contractor shall not make any commitments or comments, or actions on behalf of the College without the explicit direction of the Contract Administrators. The College reserves the right to change its Contract Administrators, upon 30-day written notice to Contractor.

Other institutions or agencies using this contract must assign their own Contract Administrator for point-of-contact for day-to-day operations at that institution or agency.

4. CONTRACTUAL PROVISIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the College’s Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at www.wm.edu/procurement.
B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1§ 56). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the College all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the College under said contract.

E. **PAYMENT:**

1. **To Prime Contractor:**
   a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is to be made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

   e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the College shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1§ 53).

2. **To Subcontractors:**
   a. A Contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the College for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the College, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the College.

F. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the College.

G. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The College may order changes within the general scope of the contract at any time by written notice to the Contractor. Charges within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the College a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the College’s right to audit the Contractor’s records and/or to determine the correct number of units independently; or

   c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the College with all vouchers and records of expenses incurred and savings realized. The College shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the College within thirty (30) days from the date of receipt of the written order from the College if the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract (see General Conditions, clause Y herein) or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

H. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the College, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the College may have.

I. TAXES: Sales to the College of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The College’s excise tax exemption registration number is 54-73-0076K.

J. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment J and 65.2-800 et seq.
of the Code of Virginia. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the College of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The College of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 per occurrence.

K. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

L. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

a. Vendor Transaction Fee is:

   (i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

M. CONTRACT PARTICIPATION: It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or College’s affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the College in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the College. The College shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend
the contract. It is understood and agreed that the College is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

Vendor shall provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at http://www.vcu/procurement/coopcon.htm. Vendor may be asked to provide semi-annual usage reports for all entities accessing this contract. Semi-annual reports, if requested, shall be provided within thirty days from date of request.

N. SIGNATURE: This Contract Agreement shall not be effective or binding unless and until signed by both parties on the cover page of this document.

O. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the College of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

P. CANCELLATION OF CONTRACT: The College reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Q. CONFLICT OF INTEREST: The Offeror represents to the College that its entering into this agreement with the College does not entail any violation of the Virginia Conflict of Interest Act.

R. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for charter bus services as specified herein and shall include all applicable costs associated with providing the charter bus services; extra charges will not be allowed.

S. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the College of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

T. PRICE ESCALATION/DE-ESCALATION: No price increases will be authorized for 240 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 120 days thereafter and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the College. The College reserves the right to implement price decreases according to market fluctuation of prices.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of supplies. Documentation shall be supplied with the contractor’s request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor’s suppliers.

The purchasing office will notify the Contract Administrator and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which office the cost of supplies are required to be communicated immediately to the purchasing office.
U. **RENEWAL OF CONTRACT:** This contract may be renewed by the College upon written agreement of both parties for six (6) successive one-year periods, under the terms of the current contract, and at a reasonable time approximately 90 days prior to the expiration.

V. **STANDARDS OF CONDUCT:** The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity.

W. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the college. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the College the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
Attachment 1
Procedure for Resolution of Contractual Claims

Section 53 of Rules Governing Procurement, of The Restructured Higher Education Financial and Administrative Operations Act requires contractors with the College to submit any claims, whether for money or other relief, no later than 60 days after final payment, however, written notice of the contractor’s intention to file such a claim will have been given at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

The College’s procedure for deciding such contractual claims is:

A. Contractor must provide the written claim to:

Director of Procurement
Grigaby Lane, Facilities Management Bldg, Lower Level
College of William and Mary
P.O. Box 8795
Williamsburg, Virginia 23187-8795

B. Although Contractor may, if it chooses, attempt to resolve its claim by dealing with a College department other than the one stated in the above paragraph, Contractor must submit any unresolved claim in writing, no later than sixty (60) days after notice of final payment is delivered to Contractor in accordance with the opening paragraph of this Attachment 2 to the Director of Procurement if it wishes to pursue its claim.

C. Upon receiving the written claim, the Director of Procurement will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Contractor. If such discussion is to be held, the Director of Procurement will contact Contractor and arrange such discussion.

D. The Director of Procurement will mail his or her decision to Contractor within sixty- (60) days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. Contractor may appeal the Director of Procurement’s decision to:

Vice President for Administration
College Apartments
College of William and Mary
P.O. Box 8795
Williamsburg, Virginia 23187-8795

Upon receiving the written appeal, the Vice President for Administration will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Contractor. If such discussion is to be held, Vice President for Administration will contact Contractor and arrange such discussion.

The Vice President for Administration will mail his or her decision to Contractor within thirty- (30) days after the Vice President for Administration’s receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing set forth in this section shall limit, delay, or reduce Contractor’s ability to seek equitable relief from a court of competent jurisdiction in the Commonwealth of Virginia to the extent permitted by Virginia law. In addition, to the extent, the College brings a claim against Contractor, then Contractor shall in no event be precluded from asserting a counterclaim for payments due under the Agreement regardless of whether such counterclaim is raised within the 60 day period specified above.
December 11, 2008

To Whom It May Concern:

1. Yes, if they do not, they have additional tint to eliminate blinding eyes.
2. Yes
3. Out of the 7 buses in our fleet, 5 of them have WiFi
4. Yes, all of them have at least 1.
5. It is very rare that the driver does not eat with the groups, because it happens so little, we are fine with keeping the structure the same. Gratuities for the drivers are included in our rate structure.
6. After diagnosing the problem, we determine if it is a quick fix by the driver, a quick fix by a local mechanic or if a bus needs to be replaced. This determination is done pretty quickly and after it is done, we start calling whomever needs to be called in order to get the group back on the road as quickly as possible.
7. This has never been an issue in the 22 years that we have been transporting them, but have no problem if they want to bring a water cooler on the bus.
8. Per DOT regulations, a driver can drive 10 hours straight before having to take 8 consecutive off time hours. Our drivers are prepared to do that, but will stop upon request by the groups.
9. Yes
10. Yes
11. Yes, this is what we have found to be successful over the years as the players & coaches that year form a bond with the driver.
12. Yes, this is what we have done in the past & will continue to do
13. Yes, this is what we do currently
14. If a smaller bus is available, they will get the smaller bus, otherwise, they will still get the larger bus, just at a reduced rate.
15. Consideration is always given to William & Mary for cheaper than normal rates because of the bulk of work performed.
16. With the economy how it is now, every effort is being taken to take a dip (with the teams we have been transporting in the past) where we can. As was mentioned to Steve Cole the other day, if William & Mary takes a dip, we will take a dip with them. We will try our best to help where we can if we can.

17. The driver is to call a management in the event something on the road happens. The situation is diagnosed and determination is made how to proceed from management. The driver depending on the emergency will take action immediately without calling management if it is a matter of life/death.

Sincerely,

David N. Smith
Director of Marketing/Sales
(757)342-7636 / david@oleta.com
Office of Procurement

P.O. Box 8795
Williamsburg, Virginia 23187-8795
757/221-3956, Fax 757/221-3959
TDD 757/221-1787

December 10, 2008

Mr. David N. Smith, Director of Sales
Oleta Coach Lines, Inc.
P.O. Box 466
Williamsburg, VA 23185

david@oleta.com
howardsr@oleta.com

RE: RFP# WM-1177-09, Charter Bus Services

Dear Mr. Smith:

The evaluation committee has completed its second evaluation and ranking of proposals. Your firm has been selected for negotiations and further evaluation. The following items are presented as negotiation questions. Please provide a written response to each item not later than 2:00 PM EDT on Thursday, December 11, 2008. Your response may be submitted by e-mail to gthund@wm.edu or by facsimile to 757-221-3959.

The following are the points of negotiation.

1. Do all of your buses have shades or blinds for the windows?
2. Do all of your buses have DVD players?
3. Do any or all of your buses have wireless internet?
4. Do any of your buses have accessory AC power outlets to plug into?
5. Often the driver is included in meals with the group. If that happens to be the case on a trip, would your company waive any fee that you charge for driver meals? Our coaches don’t always carry cash and along with state reporting requirements, that makes it difficult to tip drivers. Most of the time, all driver meals are provided by the team/athletics department. With this in mind, can any additional driver gratuities be included as part of the cost structure of the trip and be paid directly from the contractor? Our goal is to have one price and one invoice that include all costs up front.
6. If a bus breaks down, how much time must elapse before requesting a replacement bus?
7. Many of the athletic teams have departures or returns that overlap with typical meal times. Does your company discourage meals on the bus? Some teams will bring a cooler of water onboard as well, would this be a problem?
8. Is your bus driver required to make stops or have short breaks during long trips? i.e. every 4 hours?
9. Before awarding a contract, can the College see the buses in your fleet?
10. Can the College be assured that at all times we will receive the best available/newest buses on trips?
11. Can efforts be made to have the same driver stay with each team on all trips throughout a season?
12. On most athletics trips, teams will require 2-3 or potentially more “shuttle” trips or stops per day. These would be for trips to practice, events, malls, meals, grocery stores, etc. Rather than charging for these individually, we would prefer
that it is understood up front that this will happen and should be included in the original quoted and proposal prices for all athletics trips. Can this happen?

13. We would like one invoice per trip sent to us, with the understanding that it will be paid by check from the College's accounting office within 30 days of receiving the invoice. For athletics, this invoice can be mailed to our office or e-mailed directly to our business manager responsible for travel. Is this acceptable?

14. When the College's travel group is 36 passengers or less, will a large bus be employed, or would you subcontract from affiliate carriers?

15. How will you determine the price for all other departmental bus trips not defined in the RFP?

16. Should the Contractor(s) be unable to provide a bus when required or if the price exceeds the department’s budget, what other means would you pursue to accomplish their objectives?

17. Please describe the decision-making structure the Motorcoach driver uses in the event of an emergency on the road.

Your email or faxed response shall include the name and telephone number of the person the College may contact to answer any final questions and negotiation points if necessary. Upon completion of the negotiation phase, the evaluation committee will prepare a recommendation of award. If you have any questions, please feel free to contact me at 757-221-3956.

Sincerely,

Gary Hundley, VCO, Senior Procurement Officer

c: Committee