



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 10-31-2025

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

| | | | |
|-----------------------|---|--------------------------|------------|
| Order Number: | CMA 0802 5010 DMV2600000004 1 | Procurement Folder: | 1781052 |
| Document Name: | Motorcycle Safety and Awareness Training. | Reason for Modification: | |
| Document Description: | WV Motorcycle Safety and Awareness Training | | |
| Procurement Type: | Central Master Agreement | | |
| Buyer Name: | | | |
| Telephone: | | | |
| Email: | | | |
| Shipping Method: | Best Way | Effective Start Date: | 2026-03-07 |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | 2027-03-06 |

| VENDOR | DEPARTMENT CONTACT | | | | | | | | | | | | | | | | | | | | |
|---|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|----|--|--|----|----|--|--|----|----|--|--|---|
| Vendor Customer Code: 000000192963 MOTORCYCLE SAFETY FOUNDATION INC 15635 Alton Parkway IRVINE CA 92618 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table> | | Discount Allowed | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | No | | | #3 | No | | | #4 | No | | | Requestor Name: Mary B Jarrell Requestor Phone: (304) 926-3819 Requestor Email: mary.b.jarrell@wv.gov 2026 FILE LOCATION _____ |
| | Discount Allowed | Discount Percentage | Discount Days | | | | | | | | | | | | | | | | | | |
| #1 | No | 0.0000 | 0 | | | | | | | | | | | | | | | | | | |
| #2 | No | | | | | | | | | | | | | | | | | | | | |
| #3 | No | | | | | | | | | | | | | | | | | | | | |
| #4 | No | | | | | | | | | | | | | | | | | | | | |

| INVOICE TO | SHIP TO |
|--|--|
| MANAGER ACCOUNTS PAYABLE DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE. S.E., SUITE 200 CHARLESTON WV 25304 US | 304-926-3960 DIVISION OF MOTOR VEHICLES RECEIVING AND PROCESSING 5707 MACCORKLE AVENUE, S.E. SUITE 200 CHARLESTON WV 25317 US |

CR 10-31-25
Purchasing Division's File Copy

Total Order Amount:

Open End

PURCHASING DIVISION AUTHORIZATION

DATE: 10-31-25
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 11/3/2025
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 11-4-25
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Motorcycle Safety Foundation Inc., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Motorcycle Safety and Training per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 09/24/2025, Addendum_2 dated 09/25/2025 and the Vendor's bid dated 10/14/2025, incorporated herein by reference and made apart hereof.

Effective Date: 03/07/2026-03/06/2027

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 1 | 86101709 | | | EA | 282.800000 |
| Service From | | Service To | | Service Contract Amount | |
| | | | | 0.00 | |

Commodity Line Description: Basic Rider Course

Extended Description:

Motorcycle Safety and Awareness Training - Basic Rider Course.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 2 | 86101709 | | | EA | 282.800000 |
| Service From | | Service To | | Service Contract Amount | |
| | | | | 0.00 | |

Commodity Line Description: Experienced Rider Course

Extended Description:

Motorcycle Safety and Awareness Training - Experienced Rider Course.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|--------------|
| 3 | 78181500 | | | EA | 20000.000000 |
| Service From | | Service To | | Service Contract Amount | |
| | | | | 0.00 | |

Commodity Line Description: Vendor Reimbursement

Extended Description:

Annual vendor reimbursement for motorcycle lease, repair, and maintenance.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any *additional insurance requirements contained in the specifications prior to Contract award* regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: 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.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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 maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. 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.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Robert Gladden VP, Training Operations

(Address) 15635 Alton Parkway, Ste 390 Irvine CA 92618

(Phone Number) / (Fax Number) 949.805.1723 / 949.466.1802 (no fax)

(email address) rgladden@msf-usa.org

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Motorcycle Safety Foundation
(Company) 

(Signature of Authorized Representative)

Robert Gladden VP, Training Operations Oct. 30, 2025

(Printed Name and Title of Authorized Representative) (Date)

949.805.1723 / 949.466.1802 (no fax)

(Phone Number) (Fax Number)

rgladden@msf-usa.org

(Email Address)

REQUEST FOR QUOTATION
The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP)
throughout the State of West Virginia.

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles to establish an open-end contract to coordinate the West Virginia Motorcycle Safety and Awareness Program (WVMSP) training throughout the State of West Virginia. WV Code 17B-1D-4 authorizes the Motorcycle Safety Coordinator in conjunction with the Motorcycle Safety Awareness Board to establish Instructor training standards. The West Virginia Motor Safety Program has approved and follows the Motorcycle Safety Foundation (MSF) training curriculum and only uses certified MSF "Rider Coaches" to instruct basic rider course and experienced rider course instruction in the state of West Virginia.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "3WBRC"** means 3-Wheel Basic Rider Course.
 - 2.5 "WVDMV"** means West Virginia Division of Motor Vehicles.
 - 2.6 "WVDOT"** means West Virginia Department of Transportation.
- 3. GENERAL REQUIREMENTS:**
 - 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

REQUEST FOR QUOTATION

The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP) throughout the State of West Virginia.

- 3.1.1** The vendor must act as a service provider in the coordination and conduct of a statewide Motorcycle Safety and Awareness Program in accordance with West Virginia Code 17B-1D, Sections 1 through 10, this RFQ and the subsequent contract. Link to Code here: <http://www.wvlegislature.gov/WVCODE/ChapterEntire.cfm?chap=17b&art=1D>.
- 3.1.2** Vendor must coordinate and conduct basic, experienced rider and 3 wheel basic rider motorcycle training programs at the minimum of four (4) mandatory regions across West Virginia with three (3) additional locations that are desired and have the ability to conduct training at four additional mobile sites on a rotating basis.
- 3.1.3** To best serve the counties with the most registrations the locations must be in the vicinity or close proximity to each of the following: Kanawha County, Berkeley County, Marshall County, Raleigh County, Mercer County, Monongalia County, Wood County and Barbour County. (see Exhibit B for motorcycle registration date). A minimum of two per month Basic Rider Course Classes will be conducted in each location during the training (April 1 through October 31). One Experienced Rider Course per month shall be offered at each of the seven locations. One 3-Wheel Basic Rider Course per month offered in the northern part of the state and one per month offered in the southern part of the state during our training season.
- 3.1.4** All geographical locations will be approved by the WVDMV. Additional locations can be approved by the WVDMV on an as needed basis. The vendor will use existing motorcycle training sites in West Virginia if those sites are willing to establish a new agreement with vendor. The vendor will submit to WVMSP an evaluation of current sites (including range design and layout, classroom set-up and location and appropriate equipment and supplies). The vendor must acknowledge that he or she will support the mobile unit and the additional sites that the unit services and also that in time, additional sites may be established based on demographic and demand studies in areas where the population would support additional training.
- 3.1.5** Provide all proposed equipment and prepare all training facilities for instruction. Ranges must meet or exceed the standards prescribed in the MSF RiderCoach Guide for conducting the Basic Rider Course, Experienced Rider Course and 3-wheel Basic Rider

REQUEST FOR QUOTATION
The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP)
throughout the State of West Virginia.

Course before being submitted for final approval by the WVDMV and WVMSP (see Exhibit #C "Facilities & Equipment")

- 3.1.6** Offer a minimum of two methods in which to schedule the training course. Either by telephone via a toll-free phone number or a web-based methodology for interactive scheduling. A web-based schedule will include class location and dates and the total number of class slots available. The WVMSP Coordinator or, in their absence, the WVMSP Administrative Office will be provided a copy of all class schedules at least ten (10) days prior to any class scheduled. Any additional classes must have approval from the WVMSP Coordinator or WVMSP Administrative Office.
- 3.1.7** Register course participants. Enrollment center shall be open forty (40) hours per week. A voice recorder shall be made available for after hours. A web-based solution shall be provided to allow participants to register online. The site should incorporate up-to-date scheduling (within 15 days of the class) for each location. This should be accomplished via the WVDOT home page with a link to the vendor. The website shall reflect only West Virginia class schedules with class enrollment (up to 12) and will be updated every seventy-two hours. All class rules and regulations pertaining, but not necessarily limited to, class size, attendance, cost, and waiting list, will be posted on the internet.
- 3.1.8** Provide all course materials, including but not limited to audio-visual instructional kit, student workbooks, course waiver forms, accident report forms, incident report forms, completion cards, etc.
- 3.1.9** The vendor will provide an MSF-certified RiderCoach Trainer to provide the following services: RiderCoach Training, Quality Assurance and Professional Development Workshops. If there is not a RiderCoach Trainer residing in the state, the RiderCoach Trainer used must be approved by the coordinator of the WVMSP. The vendor shall retain an efficient number of RiderCoaches to assure training courses are offered on or before April 1, 2026. All proposed RiderCoach and Site Coordinators may be interviewed by the WVMSP. Vendor agrees that any person hired must have a valid driver's license with a motorcycle endorsement; or a valid commercial license with a motorcycle endorsement; or a valid motorcycle only license, and a current copy of their driving record. Additionally, vendor agrees that any person hired by the vendor shall have a valid first-aid card and a Cardiopulmonary Resuscitation "CPR" card and shall have attended

REQUEST FOR QUOTATION
The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP)
throughout the State of West Virginia.

the American Red Cross 8-hour standard first-aid course or its equivalent.

3.1.10 The vendor acknowledges that in order to receive approval from the WVMSP to teach, a potential Instructor or RiderCoach must agree to teach rider education courses which meet or exceed training requirements approved by the WVMSP, and wear protective riding apparel when riding to, from and during a WVMSP rider education course or sponsored event. Such protective riding apparel shall consist of a DOT-approved helmet, approved legal eye protection (face shield or goggles), full fingered motorcycle gloves, study boots or shoes that cover the ankle, long sleeved shirt or jacket and long pants. Furthermore, to maintain approval to teach in the WVMSP, an Instructor or RiderCoach must:

3.1.10.1 Maintain an Instructor or RiderCoach certification that meets or exceeds the MSF Instructor or RiderCoach certificate and is approved by the WVDMV and WVMSP (see Exhibit #D or www.msf-usa.org and select "Rider Coach Info" tab).

3.1.10.2 Ensure that all classrooms are approved by the WVDMV and WVMSP.

3.1.10.3 Design and maintain ranges to meet or exceed current MSF certification. All ranges will require approval from the WVDMV and WVMSP.

3.1.10.4 Ensure that range equipment is approved by the WVDMV and the WVMSP.

3.1.11 The MSF Rules of Conduct lists the requirements mentioned above (see Exhibit #E) The vendor may create an additional form and requirements to be approved by the WVDMV and WVMSP that lists the requirements above, requiring the signature of a proposed new Instructor or RiderCoach. This form will then be submitted to the WVDMV and WVMSP for their records and a copy will be retained by MSF. Background checks (including driver's license and valid driver's record) will be performed at the request of the WVDMV and WVMSP.

3.1.12 A MSF RiderCoach Trainer will evaluate each site at least once

REQUEST FOR QUOTATION

The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP) throughout the State of West Virginia.

per year and submit written reports to appropriate management. Such reports will be included with monthly reports sent to the WVMSP State Coordinator. At the time of the evaluation, the RiderCoach Trainer will correct deficiencies and review the visit with the Site Coordinator (required to be at the Quality Assurance Visit) and the Instructor(s) or RiderCoach(s). The Instructor(s) or RiderCoach(s) will receive a copy of the evaluation. Additional Quality Assurance visits will be performed by Site Coordinating Instructors/RiderCoaches on a regular basis. Site Coordinating Instructors/RiderCoaches will be required to teach a minimum of one class every 30 days in order to keep their skills current. Site Coordinators will be asked to evaluate each Instructor or RiderCoach at least once a year, unless evaluated by a RiderCoach Trainer, and submit similar reports as stated above.

- 3.1.13 Maintain course equipment in reasonably clean, safe operating conditions and provide storage of vendor owned WVMSP motorcycle equipment. Also have on hand a safe operating, spare motorcycle in case of a mechanical breakdown at each site.**
- 3.1.14 Publicize course offerings via the internet with WVDMV and WVMSP approved materials. All advertising by the vendor must have prior approval of the WVMSP Coordinator or the WVMSP Administrative Office.**
- 3.1.15 Collect and forward all Basic Rider Course, Experienced Rider Course and 3-wheel Basic Rider Course paperwork to the WVMSP Program Coordinator and WVMSP Training Coordinator within five (5) business days.**
- 3.1.16 Prepare and submit invoices and monthly reports on expenditures, activities and accomplishments within thirty (30) days of the end of the preceding month. Monthly invoices shall consist of two parts, a summary page providing service date, total number of students being billed, total dollar amount collected and total dollar amount being billed to the state.**
 - 3.1.16.1 The second part of the invoice, backup documentation will be provided for each class being invoiced. At a minimum the vendor will include the class date, location of the class, the full name of the student, student's driver's license number, and whether the student passed or failed. A phone number of each student must**

REQUEST FOR QUOTATION

The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP) throughout the State of West Virginia.

be provided (if available) for program quality assurance. Monthly reports explaining expenditures, program activities, program accomplishments, the status of ongoing projects, explanation of class cancellations, problems, class monitoring and/or program concerns will be submitted in writing at the time the invoice is submitted. All payments to the vendor will be paid in arrears.

3.1.16.2 Two annual reports summarizing the previous contract year shall be submitted within forty-five (45) days of the end of the fiscal year, the other shall be submitted within thirty (30) days of the end of the calendar year. All reports must be submitted to the WVMSP State Coordinator or the WVMSP Administrative Office.

3.1.16.3 Failure to submit required monthly reports, invoices or annual reports will result in contract cancellation.

3.1.17 Report to the WVDMV immediately, but in no event later than 24 hours, any property damage or personal injury accident which occur to any course participant, equipment or instructional staff.

3.1.18 The vendor's program manager shall maintain communication with the WVMSP Coordinator or the WVMSP Administrative Office on the dates specified by the Coordinator/Administrative Office and by the means prescribed by the Coordinator/Administrative Office. This will include, but not necessarily limited to, scheduled meetings, conference calls and emails or written reports.

3.1.19 The training must be scheduled to students at all locations (as listed in III-B) by the fourth week of March of each year. Enough classes must be offered at all locations to satisfy the demands of the public. Training must be available from April 1 to October 31 of each calendar year to students.

3.1.20 A Performance Bond in the amount of not less than one hundred thousand dollars (\$100,000) must be obtained and presented prior to contract award. Vendor shall keep this bond in place the entire total time of the contract.

REQUEST FOR QUOTATION
The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP)
throughout the State of West Virginia.

3.1.21 To maintain instructional status in the WVMSP, an instructor must:

- 3.1.21.1** Maintain an instructor certification that meets the MSF Instructor certificate and is approved by the WVDMV.
- 3.1.21.2** Ensure that all classrooms meet MSF standards and are approved by WVDMV.
- 3.1.21.3** Design and maintain ranges to meet or exceed current MSF specifications. All ranges must be approved by the WVDMV.
- 3.1.21.4** Provide range equipment that meets or exceeds MSF standards and is approved by WVDMV.

3.1.22 COURSE REQUIREMENTS

- 3.1.22.1** The WVDMV shall designate the curricula to be used in the WVMSP.
- 3.1.22.2** The vendor shall follow student eligibility requirements that meet or exceed MSF standards and are approved by WVDMV.
- 3.1.22.3** The WVMSP approved curriculum for the Basic course will be the most current version of the MSF's Basic Rider Course.
- 3.1.22.4** The WVMSP approved curriculum for the Experienced Rider Course will be the most current version of the MSF's Experienced Rider Course.
- 3.1.22.5** The WVMSP approved curriculum for the 3WBRC Course will be the most current version of the MSF's 3WBRC curriculum.
- 3.1.22.6** The WVMSP reserves the right to accept and approve course completions for state residents on active military duty out of state, or other legal state residents working abroad on a case-by-case basis. The WVMSP reserves the right to accept out-of-state completion cards on a case-by-case basis.

REQUEST FOR QUOTATION
The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP)
throughout the State of West Virginia.

3.1.22.7 BASIC COURSE:

3.1.22.7.1 Number of Students in Classroom: Twenty-four (24) is the maximum number of scheduled classroom students permitted in a Basic Motorcycle Safety and Awareness Program rider education course. One (1) instructor is required for each classroom with a maximum of twenty-four students.

3.1.22.7.2 Number of Students on Range: No more than twelve (12) students can receive instruction on the range at one time. One (1) instructor is required for a range class of six (6) students. Two (2) instructors are required for a range class of seven (7) to twelve (12) students. Range Aides can be used in addition at Vendor's expense.

3.1.22.7.3 The vendor will provide material and instructors for the WVMSP Mobile Unit at various locations across the state. The Vendor will find and re-certify four additional ranges to be used by the WVMSP Mobile Unit.

3.1.22.7.4 No more than twelve (12) motorcycles can be on the range during on-cycle instruction.

3.1.22.7.5 The WVMSP approved curriculum for the Experienced Rider Course will be the most current version of the MSF's Experienced Rider Course.

3.1.22.7.6 West Virginia resident's tuition fee for the Basic Course is \$100. West Virginia resident's tuition fee for the Experienced Course is \$100. West Virginia resident's tuition fee for the 3-wheel Basic Rider Course is \$100. Non-West Virginia residents must pay full course tuition.

3.1.22.8 EXPERIENCED COURSE

3.1.22.8.1 Number of Students in Classroom: Twenty-four (24) is the maximum number of scheduled classroom students permitted in an Experienced Motorcycle Safety and Awareness Program rider education course.

REQUEST FOR QUOTATION

The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP) throughout the State of West Virginia.

3.1.22.8.2 One (1) instructor is required for each classroom with a maximum of twenty-four (24) students.

3.1.22.8.3 Number of Students on Range: No more than twelve (12) students and twelve (12) passengers can receive instruction on the range at one time. One (1) instructor is required for a range class of six (6) students and six (6) passengers. Two (2) instructors are required for a range class of seven (7) to twelve (12) students and seven (7) to twelve passengers. Range Aides can be used in addition at Vendor's expense.

3.1.22.8.4 No more than twelve (12) motorcycles can be on the range during on-cycle instruction.

3.1.22.9 3 WHEEL BASIC RIDER COURSE:

3.1.22.9.1 Number of Students in Classroom: Twelve (12) is the maximum number of scheduled classroom students permitted in a 3-wheel Basic Motorcycle Safety and Awareness Program rider education course. One (1) instructor is required for each classroom with a maximum of twelve (12) students.

3.1.22.9.2 Number of Students on Range: No more than eight (8) students can receive instruction on the range at one time. One (1) instructor is required for a range class of three (3). Range Aides can be used in addition at Vendor's expense.

3.1.22.9.3 No more than six (6) 3-wheel motorcycles can be on the range during the on-cycle instruction

3.1.23 VENDOR REIMBURSEMENT

The vendor understands that the tuition fees will be paid by the students prior to course participation. Vendor agrees to deduct the tuition fees from the monthly invoices submitted to the WVDMV for payment and further agrees to

REQUEST FOR QUOTATION
The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP)
throughout the State of West Virginia.

reimburse tuition fees to students, if requested, due to class cancellation. Valid cancellation terms include, but may not be limited to, enrollment restrictions, inclement weather, unsafe facility conditions, and unavailability of instructors and/or mechanical breakdown. Vendor Site Coordinators are responsible for contacting students of cancelled classes. Cancelled classes must be reported to the WVMSP Coordinator of the WVMSP Administrative Office, in writing, within seven (7) days of the class cancellation. Such report shall include the reason for the cancellation.

The vendor understands that the WVDMV will provide a limited motorcycle lease, repair and maintenance reimbursement. This reimbursement is on a dollar for dollar basis as listed on a monthly invoice submitted to the WVDMV. Costs for reimbursement will be capped at \$20,000 per training year.

3.1.24 CONDITIONS

3.1.24.1 The vendor shall secure insurance to cover program participants, instructional staff, motorcycles, the sponsoring entity and the WVDMV. The limits of coverage are as follows: \$1 million for liability, \$5,000 for medical payments, \$25,000 per each accident and \$100 deductible for collision or loss other than collision. A current Certificate of Insurance must be provided to the WVDMV Purchasing Section prior to execution of a contract.

3.1.24.2 The vendor will send letters and/or call all West Virginia dealers in each training site market. Currently, there are 87 active motorcycle dealers in the State of West Virginia, most of which can provide loaned motorcycles.

3.1.24.3 Use of personal motorcycles will only be permitted in the Experienced Rider Course and the 3WBRC. All motorcycles must meet or exceed MSF standards and be approved by the WVMSP. Students will be asked to show verification of insurance and ownership or written permission by the owner to use the motorcycle. The Instructor and/or RiderCoaches will inspect each motorcycle using the MSF standard T-CLOCS checklist and will not permit motorcycles to enter the course if unsafe or if modified parts are found. If riding personal motorcycles to the course, the motorcycle must have current registration, insurance and a current MVI sticker.

REQUEST FOR QUOTATION
The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP)
throughout the State of West Virginia.

3.1.24.4 Site Coordinators will have the responsibility of maintaining a safe learning environment, including range surface free of debris, motorcycles in safe operating condition, up-to-date helmets and structurally sound, painted lines visible, reasonably clean and visible marking cones in vivid green and vivid orange, first aid kit available, up-to-date fire extinguisher readily available emergency communication, etc. All motorcycles not stored at a local dealer will be stored in a safe, durable structure using locks.

3.1.24.4.1 Large enough to store all motorcycles and necessary equipment.

3.1.24.4.2 Secure from fire and theft.

3.1.24.4.3 Meets local fire codes.

3.1.24.4.4 Easily accessible to range.

3.1.25 The vendor may offer a variety of training schedules to meet the demands of students. Some sites will conduct training classes Monday through Friday and others will conduct courses on Friday, Saturday and Sunday (most common). Some sites, depending on demand, range/classroom availability, and RiderCoach availability, will run both schedules.

3.1.26 The vendor understands and agrees that tuition fees will be paid by the students prior to course participation. Vendor agrees to deduct the tuition fees from monthly invoices submitted to the WVMSP for payment and further agrees to reimburse tuition fees to students if requested, due to class cancellation. Valid cancellation terms are, but not limited to the following:

3.1.26.1 Enrollment Restrictions

3.1.26.2 Inclement Weather

3.1.26.3 Unsafe Facility Conditions

3.1.26.4 Unavailability of Instructors or RiderCoaches

3.1.26.5 Mechanical Breakdown

REQUEST FOR QUOTATION

The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP) throughout the State of West Virginia.

3.1.27 The vendor will notify the WVMSP Coordinator in writing within seven days of the cancellation date and the reason for cancellation. Payment procedures have already been established for enrollment of students in existing MSF administered programs and apply to the WVMSP as well.

3.1.28 The vendor will not reimburse student tuition for now shows and for registered students who voluntarily drop out after the course begins. MSF will provide registered students who provide a written or verbal cancellation seven days prior to the scheduled class the option to reschedule or receive reimbursement.

3.1.29 All services provided in this bid shall be in accordance with the applicable statutes, rules and regulations, policies and directives governing the WVDMV and the WVMSP.

3.1.30 PATENT AND COPYRIGHT INDEMNIFICATION

The vendor warrants that all materials and products provided by the vendor during the WVMSP will not infringe or violate any patent, copyright, trade secret or other proprietary interest of a third party.

3.1.31 CONTRACT MONITORING AND AUDIT REQUIREMENTS

Vendor shall maintain all accounting records relating to the performance of the contract. Such records shall be maintained in accordance with generally accepted accounting principles. Authorized representatives or agents of the

State of West Virginia shall have access to the accounting records upon reasonable notice and at reasonable times during the performance and/or inspection and audit. WVDMV and other state and federal agencies and their respective authorized representatives or agents shall have access to all accounting and financial records of any individual, partnership, firm or corporation insofar as they relate to the transactions connected with this contract. These records shall be available for examination by the aforementioned parties during the contract period and during the four (4) year post-contract period, or until final resolution of all pending audit questions and litigation. During the four

REQUEST FOR QUOTATION
The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP)
throughout the State of West Virginia.

(4) year post-contract period, delivery of and access to the listed records will be at no cost to the WVDMMV. The WVDMMV, may, at its option, conduct and audit of the vendor's operations as they pertain to the services and recoveries pursuant to the contracted services.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by ~~inform vendor of what information is required and how to fill in the Pricing Page~~. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Linda.b.harper@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

REQUEST FOR QUOTATION

The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP) throughout the State of West Virginia.

- 6.1 Delivery Time:** Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within ten (10) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP)
throughout the State of West Virginia.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION

The coordination of the West Virginia Motorcycle Safety and Awareness Program (WVMSP) throughout the State of West Virginia.

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Robert Gladden
Telephone Number: 949.805.1723 or 949.466.1802
Fax Number: none
Email Address: rgladden@mst-usa.org

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DMV2600000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge the addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

| | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of the addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Motorcycle Safety Foundation

Company

Robert
Gladden

Digitally signed by
Robert Gladden

Date: 2025.10.30

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Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DMV2600000002

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| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
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**Robert
Gladden**

Digitally signed
by Robert
Gladden

Date: 2025.10.30
08:09:55 -07'00'

Motorcycle Safety Foundation

Company

Authorized Signature

September 26, 2025

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.