



**Motorcycle Safety Program  
RFQ # DMV140022**

**West Virginia  
Division of Motor Vehicles**

10/25/13 10:12:45 AM  
West Virginia Purchasing Division



**Motorcycle Safety Foundation  
2 Jenner, Suite 150 Irvine CA 92618  
949.727.3227**

**WEST VIRGINIA MOTORCYCLE SAFETY AND AWARENESS PROGRAM**  
**MOTORCYCLE SAFETY FOUNDATION RESPONSE TO RFQ DMV140022**

**SERVICES TO BE PERFORMED**

If awarded the WVMSP contract the Motorcycle Safety Foundation (MSF) will provide the following services in fulfillment of the contract resulting from this bid:

3.1.1 Act as a service provider and in coordination and conduct of a statewide Motorcycle Safety and Awareness Program, in accordance with West Virginia Code 17B-1D, Sections 1 through 102, the RFQ (DMV140022), and the subsequent contract.

3.1.2 Coordinate and conduct MSF Basic *RiderCourse* and MSF Experienced *RiderCourse* (now called Basic *RiderCourse*2) motorcycle training programs at a minimum of four (4) mandatory regions across West Virginia with three (3) additional locations that are desired, with the ability to conduct training at four additional mobile sites on a rotating basis.

3.1.3 The locations will be in the vicinity or close proximity to each of the following: Kanawha County, Berkeley County, Marshall County, Raleigh County, Monongalia County, Wood County, and Upshur County. A minimum of two Basic *RiderCourses* per month will be conducted in each of the four mandatory areas and a minimum of two Basic *RiderCourses* will be held in the three desirable locations during the training season. Plus one Experienced *RiderCourse* per month at each of the seven locations.

3.1.4 All geographical locations will be approved by the WVDMV. The MSF will use existing training sites in West Virginia if those sites are willing to continue with their current agreements with the MSF. Upon receiving the WVMSP contract the MSF will conduct an evaluation of current sites (including range design and layout, classroom set up, and location and appropriate equipment and supplies). The MSF acknowledges that the MSF will support the WVMSP mobile unit and the additional sites that unit services and that additional sites may be established based on demographic and demand studies in areas where the population would support additional training.

3.1.5 The MSF will provide all necessary equipment and prepare all training facilities for instruction. Ranges will meet or exceed the MSF's standards as published in the MSF RiderCoach Guide for the BRC and BRC2 (formerly ERC) before being submitted for final approval by the WVMVD and WVMSP.

3.1.6 The MSF has created and will continue to maintain a dedicated toll-free telephone information and enrollment number for WVMSP. An

answering/message service will be assigned to this number for calls coming in the off hours. This phone number is transferable to accommodate possible relocation in the future. This phone is staffed Monday through Saturday 7:00am to 8:00pm EST.

3.1.7 The MSF will offer a minimum of two methods (toll free telephone and/or website) with which to schedule a training course. The MSF has developed and deployed the MSF *RiderCourse* Enrollment System (RES), which is a 24-hour real-time web-based registration and enrollment system that has been used successfully to enroll students since 2007 and will continue to offer this to potential students in West Virginia. RES is an interactive student enrollment system that displays classes nearest to students based on their zip code as well as statewide. The MSF RES features web-based schedules that include class location and dates and the total number of class slots available. The MSF's WVMSP Coordinator, or in their absence, the WVMSP Administrative office will be provided a copy of all class schedules at least ten days in advance. Any additional classes will have approval from the WVMSP Coordinator or WVMSP administrative office.

3.1.8 To register course participants, the MSF 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 on line. The MSF has developed and deployed the MSF *RiderCourse* Enrollment System (RES), which is a 24-hour real-time web-based registration and enrollment system that has been used successfully to enroll students since 2007 and will continue to offer this to potential students in West Virginia. RES is an interactive student enrollment system that displays classes nearest to students based on their zip code as well as statewide. The website will include real-time up-to-date scheduling (within 15 days of the class) for each location. This will be accomplished via the WVDOT home page with a link to the MSF's RES website. All class rules and regulations pertaining, but not necessarily limited to, class size, attendance, cost, and, waiting list will be posted on the website.

3.1.9 The MSF will provide all course materials, including but not limited to audio-visual instructional kit(s), student workbooks, course registration and waiver forms, and accident/incident report forms.

3.1.10 The MSF will provide an MSF-certified RiderCoach Trainer to provide the following services: RiderCoach training, Quality Assurance Visits, and Professional Development Workshops. If there is not a suitable RiderCoach Trainer residing in the state, the RiderCoach Trainer used will be approved by the coordinator of the WVMSP.

The MSF already has in place, and shall retain a sufficient number of RiderCoaches to assure training courses are offered on or before March 15, 2014. All proposed RiderCoach and Site Coordinators may be interviewed by the

WVMSP. The MSF agrees that any person hired must have a valid driver's license with a motorcycle endorsement; or a valid motorcycle-only licenses. Additionally, the MSF acknowledges that any person hired by MSF shall have a valid first aid card and Cardiopulmonary Resuscitation (CPR) card, and shall have attended the American Red Cross eight-hour standard first aid course, or its equivalent. The MSF acknowledges that in order to receive approval from the WVMSP to teach, a potential RiderCoach must agree to rider education course(s) that 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 riding gear shall consist of a DOT-approved helmet, approved eye protection, full-fingered motorcycle gloves, sturdy boots or shoes that cover the ankle, long sleeved shirt or jacket, and long pants. Furthermore, the MSF will ensure that all RiderCoaches will hold a current certification. The MSF will maintain a list of currently certified RiderCoaches for WVMSP to conduct background checks.

3.1.11 The MSF acknowledges that in order to receive approval from the WVDMV to teach, a potential RiderCoach (instructor) or RiderCoach must agree to teach rider education courses which meet or exceed training requirements approved by the WVDMV and wear protective riding apparel when riding to, from and during a WVMSP rider education course or sponsored event. Such riding gear shall consist of a DOT-approved helmet, approved eye protection, full-fingered motorcycle gloves, sturdy 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:

Maintain instructor/RiderCoach certification that meets or exceeds the MSF RiderCoach (instructor) certification and is approved by the WVDMV.

Ensure that all classrooms meet or exceed the MSF standards and are approved by the WVDMV.

Design and/or maintain ranges to meet or exceed the current MSF specifications. All ranges will require approval form the WVDMV.

Ensure that range equipment meets or exceeds MSF standards and is approved by the WVDMV.

3.1.12 The MSF RiderCoach Rules of Professional Conduct include some of the requirements listed above. The MSF will create an additional form (if not already produced by the WVDMV) that lists the requirements above (with a checklist), requiring the signature of a proposed new RiderCoach (instructor). This form then is submitted to the WVDMV for its records and a copy will be retained by the MSF. Background checks (including driver's license) will performed at the request of the WVDMV.

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

3.1.14 The MSF will maintain course equipment in safe operating condition and provide storage of WVMSP motorcycle equipment.

3.1.15 The MSF will publicize course offerings only with WVDMV approved materials. All advertising by the MSF will have prior approval of the WVMSP Coordinator or the WVMSP Administrative Office.

3.1.16 The MSF acknowledges that it will be required to collect and forward required course paperwork to the WVMSP Coordinator within five business days.

3.1.17 The MSF will prepare and submit invoices and monthly reports of 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 date, total number of students being billed, total dollar amount collected and the total dollar amount being billed to the state. The second part of the invoice (back up documentation) will be provided for each class being invoiced. At minimum the MSF 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 for each student shall be provided (if available) for program quality assurance.

The MSF will submit written monthly reports explaining expenditures, program activities, program accomplishments, the status of ongoing projects, explanations of class cancellations, problems, class monitoring and/or program concerns at the time the invoice is submitted. All payments to the MSF will be in arrears.

The MSF will submit two annual reports summarizing the previous contract year within forty five days (45) days of the end of the fiscal years, and the other shall be submitted within thirty (30) days of the end of the calendar year. All reports will be submitted to the WVMSP Coordinator or the WVMSP Administrative Office. Failure to submit monthly reports, invoices or annual reports will result in contract cancellation.

3.1.18 The MSF will report to WVDMV immediately, but in no event later than 24 hours, any property damage or personal injury accidents which occur to any course participant, equipment or instructional staff.

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

3.1.20 Training will be offered to all students at all seven locations (as listed in III-B) by the fourth week of March of each year, and all locations by the second weekend of April of the calendar year in which the contract begins. Enough classes will be offered at all locations to satisfy the demands of the public. Training will be available to students from April 1 to October 31 of each calendar year.

3.1.21 The MSF acknowledges that a performance bond in the amount of not less than five hundred thousand dollars (\$500,000) must be obtained and presented prior to the awarding of the contract. The MSF shall keep this bond in place the entire time of the contract.

### 3.1.22 INSTRUCTOR REQUIREMENTS

RiderCoaches (instructors) must have a valid driver's license with a motorcycle endorsement or a valid motorcycle-only driver's license and must have hold current MSF RiderCoach certification.

RiderCoaches (instructors) hired by the MSF shall have a valid first aid card and Cardiopulmonary Resuscitation (CPR) card, and shall have attended the American Red Cross eight-hour standard first aid course or equivalent.

To participate in WVMSP a potential instructor must:

Agree to teach rider education courses that meet or exceed training requirements the MSF or similar requirements approved by the WVDMV.

Wear protective riding apparel when riding to, from and during a WVMSP rider education course or sponsored event. Such riding gear shall consist of a DOT-approved helmet, approved eye protection (face shield or goggles), full-fingered motorcycle gloves, sturdy boots or shoes that cover the ankle, long sleeved shirt or jacket, and long pants.

To maintain instructional status in the WVMSP an instructor must:

Maintain an instructor certification that meets or exceeds the MSF RiderCoach (instructor) certification and is approved by the WVDMV.

Ensure that all classrooms meet MSF standards and are approved by the WVDMV.

Design and maintain ranges to meet or exceed current MSF specifications. All ranges must be approved by WVDMV.

Provide range equipment that exceeds MSF standards and is approved by WVDMV.

### 3.1.23 COURSE REQUIREMENTS

The WVDMV shall designate the curricula to be used in the WVDMV.

The MSF will follow student eligibility requirements that meet or exceed MSF standards and are approved by the WVDMV.

The WVMSP approved curriculum for the Basic course will be the most current version of the MSF Basic *RiderCourse*<sup>SM</sup>.

The WVMSP approved curriculum for the Experienced *RiderCourse* (now called Basic *RiderCourse2*) will be the most current version of the MSF's Experienced *RiderCourse* (Basic *RiderCourse2*).

#### 3.1.23.1 Basic Course

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) RiderCoach (instructor) is required for each classroom with a maximum of twenty-four students.

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

The MSF will provide materials and RiderCoaches (instructors) for the WVMSP Mobile Unit at various locations across the state. The MSF will find and recertify four additional ranges to be used by the WVMSP Mobile Unit.

No more than twelve (12) motorcycles may be used on the range at any time during on-cycle instruction.

The WVMSP approved curriculum for the Experienced *RiderCourse* (now called Basic *RiderCourse2*) will be the most current version of the MSF's Experienced *RiderCourse* (Basic *RiderCourse2*).

West Virginia resident's tuition fee for the Basic Course will be \$100.00. West Virginia residents tuition fee for the Experienced Course will be \$100.00. Non-West Virginia residents will pay full course tuition.

### 3.1.23.2 Experienced Course

The WVMSP approved curriculum for the experienced rider course will be the most current version of the MSF's Basic *RiderCourse2*<sup>SM</sup> (formerly called the MSF Experienced *RiderCourse*).

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

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

### 3.1.24 VENDOR REIMBURSEMENT

The MSF understands that the tuition fees will be paid by the students prior to course participation. MSF agrees to deduct the tuition fees from the monthly invoices submitted to the WVDMV for payment and further agrees to 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. Canceled classes must be reported to the WVMSP Coordinator or the WVMSP Administrative Office, in writing, within seven (7) days of the class cancellation. Such report shall include the reason for the cancellation.

### 3.1.25 CONDITIONS

The MSF will 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 will be provided to the WVDMV Purchasing Section prior to execution of a contract.



The MSF 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 provide loan motorcycles.

Use of personal motorcycles will only be permitted in the Experienced *RiderCourse*. 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 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.

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, first aid kit available, readily available emergency communication, etc. All motorcycles not stored at a local dealer will be stored in a safe, durable structure using locks. Rental costs for such storage will be placed under a specific account code "site rental." The storage structure will be:

1. Large enough to store all motorcycles and necessary equipment.
2. Secure from fire and theft.
3. Meets local fire codes.
4. Easily accessible to range.

3.1.26 The MSF will 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 Fridays, Saturdays and Sundays (most common). Some sites, depending on demand, range/classroom availability, and RiderCoach availability will run both schedules.

3.1.27 The MSF understands and agrees that tuition fees will be paid by the students prior to course participation; MSF 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 include, but not limited to the following:

1. Enrollment Restrictions
2. Inclement Weather
3. Unsafe Facility Conditions
4. Unavailability of Instructors or Rider Coaches
5. Mechanical Breakdown

3.1.28 The MSF 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 applies to the WVMSF as well.

3.1.29 The MSF will not reimburse student tuition for no-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.

3.1.30 All services provided in this bid are in accordance with the applicable statutes, rules and regulations, policies and directives governing the WVDMV and the WVMSF.

### 3.1.31 PATENT AND COPYRIGHT INDEMNIFICATION

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

### 3.1.32 CONTRACT MONITORING & AUDIT REQUIREMENTS

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

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% resident vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_  
Date:           N / A          

Signed: \_\_\_\_\_  
Title:           N / A

RFQ No. DM140022

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: MOTORCYCLE SAFETY FOUNDATION

Authorized Signature: *Jim Pruett* Date: OCT. 23, 2013

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

23RD day of OCTOBER, 20 13, by

(1) TIM BUCHE  
Name of Signer

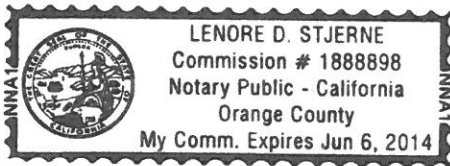
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) ~~X~~

(and

~~(2) \_\_\_\_\_  
Name of Signer~~

~~proved to me on the basis of satisfactory evidence to be the person who appeared before me.~~

Signature Lenore D. Stjerne  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

Title or Type of Document: PURCHASING AFFIDAVIT - WV

Document Date: 10-23-13 Number of Pages: 1

Signer(s) Other Than Named Above:

**RIGHT THUMBPRINT OF SIGNER #1**

Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**

Top of thumb here

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

MOTORCYCLE SAFETY FOUNDATION  
(Company)

  
(Authorized Signature)

TIM BUCHE PRESIDENT / CEO  
(Representative Name, Title)

949.727.3227            949.727.4217  
(Phone Number)            (Fax Number)

OCTOBER 23, 2013  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DMV140022**

**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 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 checked="" 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 addenda may be cause for rejection of this bid. I further understand 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

Tim Burke  
 Authorized Signature

OCTOBER 23, 2013  
 Date

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

Exhibit A Pricing Page RFQ: DMV 140022

	Item Description	Estimated Yearly	Unit Price	Extended Price
1	Basic Rider Course	1700	\$130.00	\$221,000.00
2	Experienced Rider Course	300	\$130.00	\$39,000.00
			<b>Grand Total</b>	<b>\$260,000.00</b>

Basis for Award: Lowest Cost meeting specifications.

Tim Burke  
Signature

OCT. 23, 2013  
Date

MOTORCYCLE SAFETY FOUNDATION  
Company Name

2 JENNER SUITE 150

IRVINE CA 92618  
Address

Phone: 949.727.3227

Fax: 949.727.4217

Email: TBUCHER@MSF-USA.ORG





**Motorcycle Safety Program  
RFQ # DMV140022**

**West Virginia  
Division of Motor Vehicles**

10/25/13 09:24:45 AM  
West Virginia Purchasing Division



**Motorcycle Safety Foundation  
2 Jenner, Suite 150 Irvine CA 92618  
949.727.3227**

**WEST VIRGINIA MOTORCYCLE SAFETY AND AWARENESS PROGRAM**  
**MOTORCYCLE SAFETY FOUNDATION RESPONSE TO RFQ DMV140022**

**SERVICES TO BE PERFORMED**

If awarded the WVMSP contract the Motorcycle Safety Foundation (MSF) will provide the following services in fulfillment of the contract resulting from this bid:

3.1.1 Act as a service provider and in coordination and conduct of a statewide Motorcycle Safety and Awareness Program, in accordance with West Virginia Code 17B-1D, Sections 1 through 102, the RFQ (DMV140022), and the subsequent contract.

3.1.2 Coordinate and conduct MSF Basic *RiderCourse* and MSF Experienced *RiderCourse* (now called Basic *RiderCourse2*) motorcycle training programs at a minimum of four (4) mandatory regions across West Virginia with three (3) additional locations that are desired, with the ability to conduct training at four additional mobile sites on a rotating basis.

3.1.3 The locations will be in the vicinity or close proximity to each of the following: Kanawha County, Berkeley County, Marshall County, Raleigh County, Monongalia County, Wood County, and Upshur County. A minimum of two Basic *RiderCourses* per month will be conducted in each of the four mandatory areas and a minimum of two Basic *RiderCourses* will be held in the three desirable locations during the training season. Plus one Experienced *RiderCourse* per month at each of the seven locations.

3.1.4 All geographical locations will be approved by the WVDMV. The MSF will use existing training sites in West Virginia if those sites are willing to continue with their current agreements with the MSF. Upon receiving the WVMSP contract the MSF will conduct an evaluation of current sites (including range design and layout, classroom set up, and location and appropriate equipment and supplies). The MSF acknowledges that the MSF will support the WVMSP mobile unit and the additional sites that unit services and that additional sites may be established based on demographic and demand studies in areas where the population would support additional training.

3.1.5 The MSF will provide all necessary equipment and prepare all training facilities for instruction. Ranges will meet or exceed the MSF's standards as published in the MSF RiderCoach Guide for the BRC and BRC2 (formerly ERC) before being submitted for final approval by the WVMVD and WVMSP.

3.1.6 The MSF has created and will continue to maintain a dedicated toll-free telephone information and enrollment number for WVMSP. An

answering/message service will be assigned to this number for calls coming in the off hours. This phone number is transferable to accommodate possible relocation in the future. This phone is staffed Monday through Saturday 7:00am to 8:00pm EST.

3.1.7 The MSF will offer a minimum of two methods (toll free telephone and/or website) with which to schedule a training course. The MSF has developed and deployed the MSF *RiderCourse* Enrollment System (RES), which is a 24-hour real-time web-based registration and enrollment system that has been used successfully to enroll students since 2007 and will continue to offer this to potential students in West Virginia. RES is an interactive student enrollment system that displays classes nearest to students based on their zip code as well as statewide. The MSF RES features web-based schedules that include class location and dates and the total number of class slots available. The MSF's WVMSP Coordinator, or in their absence, the WVMSP Administrative office will be provided a copy of all class schedules at least ten days in advance. Any additional classes will have approval from the WVMSP Coordinator or WVMSP administrative office.

3.1.8 To register course participants, the MSF 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 on line. The MSF has developed and deployed the MSF *RiderCourse* Enrollment System (RES), which is a 24-hour real-time web-based registration and enrollment system that has been used successfully to enroll students since 2007 and will continue to offer this to potential students in West Virginia. RES is an interactive student enrollment system that displays classes nearest to students based on their zip code as well as statewide. The website will include real-time up-to-date scheduling (within 15 days of the class) for each location. This will be accomplished via the WVDOT home page with a link to the MSF's RES website. All class rules and regulations pertaining, but not necessarily limited to, class size, attendance, cost, and, waiting list will be posted on the website.

3.1.9 The MSF will provide all course materials, including but not limited to audio-visual instructional kit(s), student workbooks, course registration and waiver forms, and accident/incident report forms.

3.1.10 The MSF will provide an MSF-certified RiderCoach Trainer to provide the following services: RiderCoach training, Quality Assurance Visits, and Professional Development Workshops. If there is not a suitable RiderCoach Trainer residing in the state, the RiderCoach Trainer used will be approved by the coordinator of the WVMSP.

The MSF already has in place, and shall retain a sufficient number of RiderCoaches to assure training courses are offered on or before March 15, 2014. All proposed RiderCoach and Site Coordinators may be interviewed by the

WVMSP. The MSF agrees that any person hired must have a valid driver's license with a motorcycle endorsement; or a valid motorcycle-only licenses. Additionally, the MSF acknowledges that any person hired by MSF shall have a valid first aid card and Cardiopulmonary Resuscitation (CPR) card, and shall have attended the American Red Cross eight-hour standard first aid course, or its equivalent. The MSF acknowledges that in order to receive approval from the WVMSP to teach, a potential RiderCoach must agree to rider education course(s) that 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 riding gear shall consist of a DOT-approved helmet, approved eye protection, full-fingered motorcycle gloves, sturdy boots or shoes that cover the ankle, long sleeved shirt or jacket, and long pants. Furthermore, the MSF will ensure that all RiderCoaches will hold a current certification. The MSF will maintain a list of currently certified RiderCoaches for WVMSP to conduct background checks.

3.1.11 The MSF acknowledges that in order to receive approval from the WVDMV to teach, a potential RiderCoach (instructor) or RiderCoach must agree to teach rider education courses which meet or exceed training requirements approved by the WVDMV and wear protective riding apparel when riding to, from and during a WVMSP rider education course or sponsored event. Such riding gear shall consist of a DOT-approved helmet, approved eye protection, full-fingered motorcycle gloves, sturdy 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:

Maintain instructor/RiderCoach certification that meets or exceeds the MSF RiderCoach (instructor) certification and is approved by the WVDMV.

Ensure that all classrooms meet or exceed the MSF standards and are approved by the WVDMV.

Design and/or maintain ranges to meet or exceed the current MSF specifications. All ranges will require approval form the WVDMV.

Ensure that range equipment meets or exceeds MSF standards and is approved by the WVDMV.

3.1.12 The MSF RiderCoach Rules of Professional Conduct include some of the requirements listed above. The MSF will create an additional form (if not already produced by the WVDMV) that lists the requirements above (with a checklist), requiring the signature of a proposed new RiderCoach (instructor). This form then is submitted to the WVDMV for its records and a copy will be retained by the MSF. Background checks (including driver's license) will performed at the request of the WVDMV.

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

3.1.14 The MSF will maintain course equipment in safe operating condition and provide storage of WVMSP motorcycle equipment.

3.1.15 The MSF will publicize course offerings only with WVDMV approved materials. All advertising by the MSF will have prior approval of the WVMSP Coordinator or the WVMSP Administrative Office.

3.1.16 The MSF acknowledges that it will be required to collect and forward required course paperwork to the WVMSP Coordinator within five business days.

3.1.17 The MSF will prepare and submit invoices and monthly reports of 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 date, total number of students being billed, total dollar amount collected and the total dollar amount being billed to the state. The second part of the invoice (back up documentation) will be provided for each class being invoiced. At minimum the MSF 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 for each student shall be provided (if available) for program quality assurance.

The MSF will submit written monthly reports explaining expenditures, program activities, program accomplishments, the status of ongoing projects, explanations of class cancellations, problems, class monitoring and/or program concerns at the time the invoice is submitted. All payments to the MSF will be in arrears.

The MSF will submit two annual reports summarizing the previous contract year within forty five days (45) days of the end of the fiscal years, and the other shall be submitted within thirty (30) days of the end of the calendar year. All reports will be submitted to the WVMSP Coordinator or the WVMSP Administrative Office. Failure to submit monthly reports, invoices or annual reports will result in contract cancellation.

3.1.18 The MSF will report to WVDMV immediately, but in no event later than 24 hours, any property damage or personal injury accidents which occur to any course participant, equipment or instructional staff.

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

3.1.20 Training will be offered to all students at all seven locations (as listed in III-B) by the fourth week of March of each year, and all locations by the second weekend of April of the calendar year in which the contract begins. Enough classes will be offered at all locations to satisfy the demands of the public. Training will be available to students from April 1 to October 31 of each calendar year.

3.1.21 The MSF acknowledges that a performance bond in the amount of not less than five hundred thousand dollars (\$500,000) must be obtained and presented prior to the awarding of the contract. The MSF shall keep this bond in place the entire time of the contract.

### 3.1.22 INSTRUCTOR REQUIREMENTS

RiderCoaches (instructors) must have a valid driver's license with a motorcycle endorsement or a valid motorcycle-only driver's license and must have hold current MSF RiderCoach certification.

RiderCoaches (instructors) hired by the MSF shall have a valid first aid card and Cardiopulmonary Resuscitation (CPR) card, and shall have attended the American Red Cross eight-hour standard first aid course or equivalent.

To participate in WVMSP a potential instructor must:

Agree to teach rider education courses that meet or exceed training requirements the MSF or similar requirements approved by the WVDMV.

Wear protective riding apparel when riding to, from and during a WVMSP rider education course or sponsored event. Such riding gear shall consist of a DOT-approved helmet, approved eye protection (face shield or goggles), full-fingered motorcycle gloves, sturdy boots or shoes that cover the ankle, long sleeved shirt or jacket, and long pants.

To maintain instructional status in the WVMSP an instructor must:

Maintain an instructor certification that meets or exceeds the MSF RiderCoach (instructor) certification and is approved by the WVDMV.

Ensure that all classrooms meet MSF standards and are approved by the WVDMV.

Design and maintain ranges to meet or exceed current MSF specifications. All ranges must be approved by WVDMV.

Provide range equipment that exceeds MSF standards and is approved by WVDMV.

### 3.1.23 COURSE REQUIREMENTS

The WVDMV shall designate the curricula to be used in the WVDMV.

The MSF will follow student eligibility requirements that meet or exceed MSF standards and are approved by the WVDMV.

The WVMSP approved curriculum for the Basic course will be the most current version of the MSF Basic *RiderCourse*<sup>SM</sup>.

The WVMSP approved curriculum for the Experienced *RiderCourse* (now called Basic *RiderCourse2*) will be the most current version of the MSF's Experienced *RiderCourse* (Basic *RiderCourse2*).

#### 3.1.23.1 Basic Course

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) RiderCoach (instructor) is required for each classroom with a maximum of twenty-four students.

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

The MSF will provide materials and RiderCoaches (instructors) for the WVMSP Mobile Unit at various locations across the state. The MSF will find and recertify four additional ranges to be used by the WVMSP Mobile Unit.

No more than twelve (12) motorcycles may be used on the range at any time during on-cycle instruction.

The WVMSP approved curriculum for the Experienced *RiderCourse* (now called Basic *RiderCourse2*) will be the most current version of the MSF's Experienced *RiderCourse* (Basic *RiderCourse2*).

West Virginia resident's tuition fee for the Basic Course will be \$100.00. West Virginia residents tuition fee for the Experienced Course will be \$100.00. Non-West Virginia residents will pay full course tuition.

### 3.1.23.2 Experienced Course

The WVMSP approved curriculum for the experienced rider course will be the most current version of the MSF's Basic *RiderCourse2*<sup>SM</sup> (formerly called the MSF Experienced *RiderCourse*).

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

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

### 3.1.24 VENDOR REIMBURSEMENT

The MSF understands that the tuition fees will be paid by the students prior to course participation. MSF agrees to deduct the tuition fees from the monthly invoices submitted to the WVDMV for payment and further agrees to 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. Canceled classes must be reported to the WVMSP Coordinator or the WVMSP Administrative Office, in writing, within seven (7) days of the class cancellation. Such report shall include the reason for the cancellation.

### 3.1.25 CONDITIONS

The MSF will 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 will be provided to the WVDMV Purchasing Section prior to execution of a contract.



The MSF 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 provide loan motorcycles.

Use of personal motorcycles will only be permitted in the Experienced *RiderCourse*. 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 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.

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, first aid kit available, readily available emergency communication, etc. All motorcycles not stored at a local dealer will be stored in a safe, durable structure using locks. Rental costs for such storage will be placed under a specific account code "site rental." The storage structure will be:

1. Large enough to store all motorcycles and necessary equipment.
2. Secure from fire and theft.
3. Meets local fire codes.
4. Easily accessible to range.

3.1.26 The MSF will 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 Fridays, Saturdays and Sundays (most common). Some sites, depending on demand, range/classroom availability, and RiderCoach availability will run both schedules.

3.1.27 The MSF understands and agrees that tuition fees will be paid by the students prior to course participation; MSF 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 include, but not limited to the following:

1. Enrollment Restrictions
2. Inclement Weather
3. Unsafe Facility Conditions
4. Unavailability of Instructors or Rider Coaches
5. Mechanical Breakdown

3.1.28 The MSF 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 applies to the WVMSF as well.

3.1.29 The MSF will not reimburse student tuition for no-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.

3.1.30 All services provided in this bid are in accordance with the applicable statutes, rules and regulations, policies and directives governing the WVDMV and the WVMSF.

### 3.1.31 PATENT AND COPYRIGHT INDEMNIFICATION

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

### 3.1.32 CONTRACT MONITORING & AUDIT REQUIREMENTS

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

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

23RD day of OCTOBER, 20 13, by  
Date Month Year

(1) TIM BUCHE  
Name of Signer

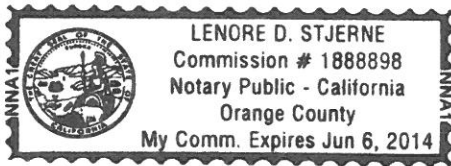
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.)

(and

~~(2) \_\_\_\_\_  
Name of Signer~~

~~proved to me on the basis of satisfactory evidence to be the person who appeared before me.)~~

Signature Lenore D. Stjerne  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Further Description of Any Attached Document

Title or Type of Document: PURCHASING AFFIDAVIT-WV

Document Date: 10-23-13 Number of Pages: 1

Signer(s) Other Than Named Above: Ø

**RIGHT THUMBPRINT OF SIGNER #1**  
Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**  
Top of thumb here

Exhibit A Pricing Page RFQ: DMV 140022

	Item Description	Estimated Yearly	Unit Price	Extended Price
1	Basic Rider Course	1700	\$130.00	\$221,000.00
2	Experienced Rider Course	300	\$130.00	\$39,000.00

Grand Total ~~\$260,000.00~~

Basis for Award: Lowest Cost meeting specifications.

Tim Bucher  
Signature

OCT. 23, 2013  
Date

MOTORCYCLE SAFETY FOUNDATION  
Company Name

2 JENNER SUITE 150  
IRVINE CA 92618  
Address

Phone: 949.727.3227

Fax: 949.727.4217

Email: TBUCHER@MSF-USA.ORG

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% resident vendor preference for the reason checked:**

\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

\_\_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_

Date:           N / A          

Title:           N / A

RFQ No. DM140022

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: MOTORCYCLE SAFETY FOUNDATION  
Authorized Signature: *Tim Burke* Date: OCT. 23, 2013

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

MOTORCYCLE SAFETY FOUNDATION  
(Company)

Tim Bucche  
(Authorized Signature)

TIM BUCHE PRESIDENT / CEO  
(Representative Name, Title)

949.727.3227      949.727.4217  
(Phone Number)      (Fax Number)

OCTOBER 23, 2013  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DMV140022**

**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 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 checked="" 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 addenda may be cause for rejection of this bid. I further understand 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

Tim Banks

Authorized Signature

OCTOBER 23, 2013

Date

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