



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 392347

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0802

Vendor ID: 000000192963



SO Doc ID: DMV1800000004

Legal Name: MOTORCYCLE SAFETY FOUNDATION

Published Date: 2/21/18

Alias/DBA:

Close Date: 3/8/18

Total Bid: \$162,500.00

Close Time: 13:30

Response Date: 03/08/2018



Status: Closed

Response Time: 12:00

Solicitation Description: WV Motorcycle Safety and Awareness Training

Apply Default Values to Commodity Lines

View Procurement Folder



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

State of West Virginia
Solicitation Response

Proc Folder : 392347

Solicitation Description : WV Motorcycle Safety and Awareness Training

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-03-08 13:30:00	SR 0802 ESR03081800000003980	1

VENDOR

000000192963

MOTORCYCLE SAFETY FOUNDATION

Solicitation Number: CRFQ 0802 DMV1800000004

Total Bid : \$162,500.00

Response Date: 2018-03-08

Response Time: 12:00:26

Comments:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Basic Rider Course	1100.00000	EA	\$130.000000	\$143,000.00

Comm Code	Manufacturer	Specification	Model #
86101709			

Extended Description :	Motorcycle Safety and Awareness Training - Basic Rider Course.
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Comments: See attachments for detailed response.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Experienced Rider Course	150.00000	EA	\$130.000000	\$19,500.00

Comm Code	Manufacturer	Specification	Model #
86101709			

Extended Description :	Motorcycle Safety and Awareness Training - Experienced Rider Course.
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Comments: See attachment for detailed response.



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

State of West Virginia
Request for Quotation
34 — Service - Prof

Proc Folder: 392347

Doc Description: WV Motorcycle Safety and Awareness Training

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-02-21	2018-03-08 13:30:00	CRFQ 0802 DMV1800000004	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

MOTORCYCLE SAFETY FOUNDATION
2 JENNER SUITE 150
IRVINE CA 92618
949.727.3227

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey

(304) 558-0094

melissa.k.pettrey@wv.gov

Signature X

FEIN # 52-0963363

DATE 03.07.2017

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles to establish an open-end contract for a vendor to coordinate the West Virginia Motorcycle Safety and Awareness Program (WVMSP) training throughout the state of West Virginia, per the bid requirements, specifications, terms and conditions attached this solicitation.

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Basic Rider Course	1100.00000	EA	\$130.00	\$143,000.00

Comm Code	Manufacturer	Specification	Model #
86101709			

Extended Description :

Motorcycle Safety and Awareness Training - Basic Rider Course.

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Experienced Rider Course	150.00000	EA	\$130.00	\$19,500.00

Comm Code	Manufacturer	Specification	Model #
86101709			

Extended Description :

Motorcycle Safety and Awareness Training - Experienced Rider Course.

SOLICITATION NUMBER: DMV1800000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as DMV1800000004 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To correct the Buyer contact information.
2. For questions or information, you **MUST** contact"

Melissa Pettrey, Senior Buyer
West Virginia Purchasing Division
304-558-0094
Melissa.k.pettrey@wv.gov

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ DMV1800000004
Addendum No. 1

CORRECT BUYER CONTACT INFORMATION:

Melissa Pettrey, Senior Buyer
West Virginia Purchasing Division
(304) 730-0613
Melissa.k.pettrey@wv.gov

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DMV1800000004

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 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 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 Bucher

Authorized Signature

03.07.2017

Date

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

WEST VIRGINIA MOTORCYCLE SAFETY AND AWARENESS PROGRAM
MOTORCYCLE SAFETY FOUNDATION RESPONSE TO RFQ DMV1800000004

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. GENERAL REQUIREMENTS

3.1.1 Act as a service provider 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 (1800000004), and the subsequent contract.

3.1.2 Coordinate and conduct MSF Basic *RiderCourse*SM and MSF Experienced *RiderCourse* (now called Basic *RiderCourse*2) and MSF 3 Wheel Basic *RiderCourse* 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, Monongolia County, Wood County, and Barbour County. A minimum of two Basic *RiderCourses* per month will be conducted in each location during the training season (April 1 through October 31). One Experienced *RiderCourse* will be offered per month at each of the locations. One 3 Wheel Basic *RiderCourse* will be offered each month in the northern part and one will be offered each month in the southern part of the state. More *RiderCourses* may be scheduled if necessary.

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, BRC2 (formerly ERC), and 3 Wheel Basic *RiderCourse* before being submitted for final approval by the WVDMV and WVMSP.

3.1.6 The MSF will offer a minimum of two methods (toll free telephone and 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.

The MSF 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 Friday 7:00am to 8:00pm EST.

3.1.7 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.

3.1.8 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.

3.1.9 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 ensure training courses are offered on or before April 1, 2018. 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.

3.1.10 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-compliant 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. Furthermore, to maintain approval to teach in the WVMSP, an instructor or RiderCoach must:

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

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

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

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

3.1.11 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 be performed at the request of the WVDMV.

3.1.12 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 attend 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.

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

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

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

3.1.16 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.

3.1.16.1 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.

3.1.16.2 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.

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

3.1.17 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.

3.1.18 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 be limited to, scheduled meetings, conference calls, and emails or written reports.

3.1.19 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.

3.1.20 The MSF acknowledges that a performance bond in the amount of not less than one hundred thousand dollars (\$100,000) will 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.

3.1.21 To maintain instructional status in WVMSP, MSF will ensure that all WV instructors:

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

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

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

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

3.1.22.3 The WVMSP approved curriculum for the Basic course will be the most current version of the MSF Basic *RiderCourse*SM.

3.1.22.4 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*).

3.1.22.5 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 MSF acknowledges that 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.

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

3.1.22.7.2 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 of 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.

3.1.22.7.3 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.

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

3.1.22.7.5 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*).

3.1.22.7.6 West Virginia residents tuition fee for the Basic Course will be \$100.00. West Virginia resident tuition fee for the Experienced Course will be \$100.00. West Virginia resident tuition fee for the 3 Wheel Basic *RiderCourse* will be \$100.00. Non-West Virginia residents will 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.

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

3.1.22.8.3 Number of Students on the Range: No more than twelve (12) students and twelve (12) passengers may receive instruction on the range at one time. One (1) RiderCoach (instructor) is required for a range class of up to 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.

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

3.1.22.9 3 Wheel Basic RiderCourse

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) RiderCoach (instructor) is required for each classroom with a maximum of twelve students.

3.1.22.9.2 Number of Students on the Range: No more than eight (8) students may receive instruction on the range at one time. One (1) RiderCoach (instructor) is required for a range class of four (4) students. Two (2) RiderCoaches are required for a range class of five (5) or more students. Range Aides may be used in addition, at the MSF's expense.

3.1.22.9.3 No more than six (6) 3 Wheel Motorcycles can be used on the range during the on-cycle instruction.

3.1.23 VENDOR REIMBURSEMENT

3.1.23.1 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.

3.1.23.2 The MSF 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 WVDMV. Costs for maintenance reimbursement will be capped at \$20,000 per training year.

3.1.23.3 The MSF will send letters and/or call all West Virginia dealers in each training site market. Currently there are 87 active (licensed) motorcycle dealers in the State of West Virginia. The MSF will solicit their participation in the MSF Motorcycle Loan Program for training sites.

3.1.23.4 The MSF will only permit the use of personal motorcycles in the Experienced RiderCourse (BRC2). All motorcycles used in training will 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/RiderCoach will inspect each motorcycle using

the MSF T-CLOCS checklist and will not permit motorcycles to enter the course if unsafe or if modified parts are found.

3.2.23.5 MSF's 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 safe, durable and using locks.

3.1.23.5.1 Storage containers will be large enough to store all motorcycles and necessary equipment.

3.1.23.5.2 Storage containers will be secure from fire and theft.

3.1.23.5.3 Storage containers will be meet local fire codes.

3.1.23.5.4 Storage containers will be easily accessible to range.

3.1.24 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.

3.1.25 The MSF acknowledges that all services provided must be in accordance with the applicable statutes, rules and regulations, policies and directives governing the WVDMV and the WVMSP.

3.1.26 INSURANCE REQUIREMENTS

3.1.26.1 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.

3.1.27 PATENT AND COPYRIGHT INDEMNIFICATION

3.1.27.1 The MSF warrants that all materials and products it provides during the term of the agreement will not infringe or violate any patent, copyright, trade secret or other proprietary interest of a third party.

3.1.28 CONTRACT MONITORING & AUDIT REQUIREMENTS

3.1.28.1 MSF will maintain all accounting records relating to the performance of the contract. Such records will 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 will 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 will 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.