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Header @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 977064

Procurement Type: Central Master Agreement

Vendor ID: 000000192963

Legal Name: MOTORCYCLE SAFETY FOUNDATION

Alias/DBA:

Total Bid: \$0.00

Response Date: 01/28/2022

Response Time: 17:24

Responded By User ID: rgladden

First Name: Robert

Last Name: Gladden

Email: rgladden@msf-usa.org

Phone: 9497273227

SO Doc Code: CRFQ

SO Dept: 0802

SO Doc ID: DMV2200000004

Published Date: 1/25/22

Close Date: 2/1/22

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum #1 WV Motorcycle Safety Training Classes

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 977064  
**Solicitation Description:** Addendum #1 WV Motorcycle Safety Training Classes  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-02-01 13:30	SR 0802 ESR01112200000004120	1

**VENDOR**  
 000000192963  
 MOTORCYCLE SAFETY FOUNDATION

**Solicitation Number:** CRFQ 0802 DMV2200000004  
**Total Bid:** 0  
**Response Date:** 2022-01-28  
**Response Time:** 17:24:42  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica L Hovanec  
 304-558-2314  
 jessica.l.hovanec@wv.gov

**Vendor Signature X** **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	0.00000	EA	169.000000	0.00

Comm Code	Manufacturer	Specification	Model #
86101709			

**Commodity Line Comments:**

**Extended Description:**

Motorcycle Safety and Awareness Training - Basic Rider Course.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Experienced Rider Course	0.00000	EA	169.000000	0.00

Comm Code	Manufacturer	Specification	Model #
86101709			

**Commodity Line Comments:**

**Extended Description:**

Motorcycle Safety and Awareness Training - Experienced Rider Course.



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

State of West Virginia  
 Centralized Request for Quote  
 Miscellaneous

**Proc Folder:** 977064  
**Doc Description:** Addendum #1 WV Motorcycle Safety Training Classes  
**Reason for Modification:** Addendum #1 to move bid opening from 1/26/2022 to 2/1/2022 and to attach vendor Q&A's.  
**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-24	2022-02-01 13:30	CRFQ 0802 DMV2200000004	2

**BID RECEIVING LOCATION**


BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name:** MOTORCYCLE SAFETY FOUNDATION  
**Address:** 2 JENNER SUITE 150  
**Street:**  
**City:** IRVINE  
**State:** CA **Country:** USA **Zip:** 92618  
**Principal Contact:** ROBERT GLADDEN  
**Vendor Contact Phone:** 949.727.3227 **Extension:** 3036

**FOR INFORMATION CONTACT THE BUYER**

Jessica L Hovanec  
 304-558-2314  
 jessica.l.hovanec@wv.gov

Vendor Signature X  FEIN# 52-0963363 DATE JAN. 31, 2022

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

**ADDITIONAL INFORMATION**

Addendum #1 to move bid opening from 01/26/2022 to 02/01/2022 and to attach vendor questions and answers.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles to establish an open-end contract to coordinate and conduct the West Virginia Motorcycle Safety and Awareness Program (WVMSP) training throughout the State of West Virginia.

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 5707 MacCorkle Ave. SE, Ste. 200 CHARLESTON WV US		DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Basic Rider Course	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
86101709			

**Extended Description:**

Motorcycle Safety and Awareness Training - Basic Rider Course.

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 5707 MacCorkle Ave. SE, Ste. 200 CHARLESTON WV US		DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Experienced Rider Course	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
86101709			

**Extended Description:**

Motorcycle Safety and Awareness Training - Experienced Rider Course.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by January 14, 2022 at 10:00 AM EST	2022-01-14

**SOLICITATION NUMBER: CRFQ DMV2200000004**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ DMV2200000004 (“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 move bid opening from January 26, 2022 to February 1, 2022. Bid opening time remains the same at 1:30 PM EST**
- 2) To attach the Vendor Questions and Answers**
- 3) To change Specification 3.1.24.4. (See attached)**

No additional changes.

**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.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRF DMV2200000004**

**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.

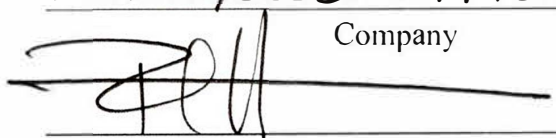
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**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  
  
Authorized Signature  
JANUARY 31, 2022  
Date

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

CRFQ DMV2200000004 Addendum #1  
Vendor Questions and Answers

Q1) Will the state provide "express authorization" for price adjustments to be included in responses to the RFQ listed in the subject line of this email, as referenced in Section 13 of the RFQ?

A1) No. The response will need to be a Firm Fixed Price. ✓

CRFQ DMV2200000004 Addendum #1  
Specification Addition

Section 3.1.24 CONDITIONS

Section 3.1.24.4

Site Coordinators will have the responsibility of maintaining a safe learning environment, including range surface free of debris, motorcycles in safe, operating condition, up-to-date helmets and structurally sound, painted lines visible, reasonably clean and visible marking cones in vivid green and vivid orange, first aid kit available, up-to-date fire extinguisher readily available, emergency communication, and ONSITE STORAGE, etc....



# WEST VIRGINIA MOTORCYCLE SAFETY AND AWARENESS PROGRAM

## MOTORCYCLE SAFETY FOUNDATION, INC.

### RESPONSE TO

### CRFQ 0802 DMV2200000004

#### 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 10, the RFQ (DMV2200000004), and the subsequent contract.

3.1.2 Coordinate and conduct MSF Basic *RiderCourse* 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, Mercer County, Monongalia 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. Additional locations can be approved by the WVDMV on an as-needed basis. MSF will use existing training sites in West Virginia if those sites are willing to continue with their current agreements with MSF. Upon receiving the WVMSP contract MSF will conduct an evaluation of current sites (including range design and layout, classroom set up, and location and appropriate equipment and supplies). MSF acknowledges that MSF will support the WVMSP mobile unit and the additional sites that unit serves, 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 MSF will provide all necessary equipment and prepare all training facilities for instruction. Ranges will meet or exceed 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 MSF will offer a minimum of two methods (toll free telephone and website) with which to schedule a training course. 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 WVMSP 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. MSF RES features web-based schedules that include class location and dates and the total number of class slots available. 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.

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.

3.1.7 To register course participants, the MSF enrollment center will be open forty (40) hours per week. A voice recorder will be made available for after hours. A web-based solution will be provided to allow participants to register on line. MSF has developed and deployed 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 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 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 form, completion cards and other necessary materials.

3.1.9 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 no suitable RiderCoach Trainer residing in the state, the RiderCoach Trainer used will be approved by the coordinator of the WVMSP.

MSF already has in place, and shall retain, a sufficient number of RiderCoaches to ensure training courses are offered on or before April 1, 2022. All proposed RiderCoach and Site Coordinators may be interviewed by the WVMSP. MSF agrees that any person hired must have a valid driver's license with a motorcycle endorsement, or a valid motorcycle-

only licenses. Additionally, 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 MSF acknowledges that in order to receive approval from the WVDMV to teach, a potential RiderCoach (instructor) 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 MSF RiderCoach (instructor) certification and is approved by the WVDMV and WVMSP.

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

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 and WVMSP.

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

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

3.1.12 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.

3.1.13 MSF will maintain course equipment in safe operating condition and provide storage of MSF's training motorcycles and other WVMSP motorcycle and course equipment. MSF will have on hand at each site a safe operating spare motorcycle, in the case of a mechanical breakdown.

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

3.1.15 MSF acknowledges that it will be required to collect and forward required Basic *RiderCourse*, Basic *RiderCourse 2* and 3-Wheel Basic *RiderCourse* paperwork to the WVMSP Coordinator within five business days.

3.1.16 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 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. 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 MSF will be in arrears.

3.1.16.2 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 MSF will report to WVDMMV 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 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 scheduled for students at all locations (as listed in Ex. B) by the fourth week of March of each year. 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 at least October 31 of each calendar year.

3.1.20 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. MSF will 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 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 WVMSP.

3.1.22.2 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*.

3.1.22.4 The WVMSP approved curriculum for the Experienced *RiderCourse* (now called Basic *RiderCourse* 2) will be the most current version of MSF's Experienced *RiderCourse* (Basic *RiderCourse* 2).

3.1.22.5 The WVMSP approved curriculum for the 3WBRC Course will be the most current version of MSF's 3-Wheel Basic *RiderCourse* curriculum.



3.1.22.6 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. MSF acknowledges the WVMSP reserves the right to accept out-of-state completion cards 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 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 MSF's expense.

3.1.22.7.3 MSF will provide materials and RiderCoaches (instructors) for the WVMSP Mobile Unit at various locations across the state. 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 *RiderCourse* 2) will be the most current version of MSF's Experienced *RiderCourse* (Basic *RiderCourse* 2).

3.1.22.7.6 The West Virginia resident tuition fee for the Basic Course will be \$100.00. The West Virginia resident tuition fee for the Experienced Course will be \$100.00. The 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 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 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 MSF REIMBURSEMENT

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. MSF Site Coordinators are responsible for contacting students of cancelled classes. Cancelled classes must be reported to the WVMSP Coordinator of the WVMSP Administrative Office, in writing, within seven (7) days of the class cancellation. Such report shall include the reason for the cancellation.

3.1.23.1 Enrollment Restrictions

3.1.23.2 Inclement Weather

3.1.23.3 Unsafe Facility Conditions

3.1.23.4 Unavailability of Instructors or RiderCoaches

### 3.1.23.5 Mechanical Breakdown

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 the WVDMV. Costs for reimbursement will be capped at \$20,000 per training year.

### 3.1.24 CONDITIONS

3.1.24.1 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 must be provided to the WVDMV Purchasing Section prior to execution of a contract.

3.1.24.2 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 can provide loaned motorcycles.

3.1.24.3 Use of personal motorcycles will only be permitted in the Experienced Rider Course (Basic *RiderCourse 2*) and the 3WBRC. All motorcycles must meet or exceed MSF standards and be approved by the WVMSF. Students will be asked to show verification of insurance and ownership or written permission by the owner to use the motorcycle. The Instructor and/or RiderCoaches will inspect each motorcycle using MSF standard T-CLOCS checklist and will not permit motorcycles to enter the course if unsafe or if modified parts are found. If riding personal motorcycles to the course, the motorcycle must have current registration, insurance and a current MVI sticker.

3.1.24.4 Site Coordinators will have the responsibility of maintaining a safe learning environment, including range surface free of debris, motorcycles in safe operating condition, up-to-date helmets and structurally sound, painted lines visible, reasonably clean and visible marking cones in vivid green and vivid orange, first aid kit available, up-to-date fire extinguisher readily available emergency communication, and onsite storage. Storage will be:

3.1.24.4.1 Large enough to store all motorcycles and necessary equipment.

3.1.24.4.2 Secure from fire and theft.

3.1.24.4.3 Meet local fire codes.

3.1.24.4.4 Easily accessible to range.

3.1.25 MSF may offer a variety of training schedules to meet the demands of students. Some sites will conduct training classes Monday through Friday and others will conduct courses on Friday, Saturday and Sunday (most common).

Some sites, depending on demand, range/classroom availability, and RiderCoach availability, will run both schedules.

3.1.26 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 apply to the WVMSP as well.

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

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

#### 3.1.29 PATENT AND COPYRIGHT INDEMNIFICATION

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

#### 3.1.30 CONTRACT MONITORING AND AUDIT REQUIREMENTS

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 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 and audit of MSF's operations as they pertain to the services and recoveries pursuant to the contracted services.

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

ROBERT GLADDEN V.P., TRAINING OPERATIONS

(Name, Title)

ROBERT GLADDEN V.P., TRAINING OPERATIONS

(Printed Name and Title)

2 JENNER, SUITE 150 IRVINE CA 92618

(Address)

949.727.3227x3036 / 949.727.4217

(Phone Number) / (Fax Number)

RGLADDEN@MSF-USA.ORG

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

MOTORCYCLE SAFETY FOUNDATION

(Company)

[Signature]

V.P., TRAINING OPERATIONS

(Authorized Signature) (Representative Name, Title)

ROBERT GLADDEN V.P., TRAINING OPERATIONS

(Printed Name and Title of Authorized Representative)

JANUARY 31, 2022

(Date)

949.727.3227x3036 / 949.727.4217

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION

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

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

Contract Manager: ROBERT GLADDEN

Telephone Number: 949.727.3227x 3036

Fax Number: 949.727.4217

Email Address: RGLADDEN@MSF-USA.ORG

**Exhibit A - PRICING PAGE**  
**Motorcycle Safety Training RFQ**

Item	Item Description	Unit Price	Estimated Yearly	Extended Price
1	Basic Rider Course	\$169.00	1100	\$185,900.00
2	Experienced Rider Course	\$169.00	150	\$25,350.00
			<b>Total Cost:</b>	\$211,250.00

**Vendor should complete pricing page in its entirety.**

The Motorcycle Safety Foundation has proudly administered the West Virginia Motorcycle Safety Program under agreement with the West Virginia Division of Motor Vehicles since 1999. MSF has worked hard to provide safe, high-quality, state-of-the-art, convenient, and affordable rider education and training to the residents of The Mountain State.

For the 2022-2025 contract cycle, MSF is proposing an increase in the per-student rate that will allow MSF to recoup increased costs and enable MSF to sustain its service to prospective riders in West Virginia.

Since 2014, the West Virginia DMV has maintained a maximum tuition rate paid by residents of \$100. During that entire time, MSF has billed the state \$130 per student, and has never had a rate increase. Yet over that time, expenses to conduct training have steadily increased, including but not limited to training site rental, classroom rental, fuel, training motorcycle costs, instructor expenses, and insurance. The result has been that, in several recent years, program costs have exceeded the amount charged by MSF.

If we were to apply a basic 3% per year cost-of-living increase to the rate since 2014, the 2021 per-student fee to the state would be \$159.88. Applying the same COL increase through the next agreement would bring the per-student rate to \$179.95 in 2025 (the end of the pending contract cycle). We are proposing an even more conservative increase.

Since price adjustments over the term of the agreement are not permitted (see CRFQ DMV2200000004 Addendum #1), MSF's proposed rate is just below the rate at the midpoint of the agreement term if standard COL rates were applied.

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: MOTORCYCLE SAFETY FOUNDATION

Authorized Signature: [Signature] Date: JANUARY 31, 2022

State of CALIFORNIA

County of ORANGE, to-wit:

Taken, subscribed, and sworn to before me this 31 day of January, 2022

My Commission expires April 17, 2022

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California }  
 County of ORANGE }  
 On JAN 31, 2022 before me, CARRIE GLADDEN, Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared ROBERT GLADDEN  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Purchasing Affidavit Document Date: 1-31-2022  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Signer Is Representing: Motorsycle Safety Foundation Signer Is Representing: \_\_\_\_\_