



March 22, 2010

State of West Virginia
Department of Administration
Purchasing Division
Building 15
2019 Washington Street East
Charleston, WV 25305-0130

Dear Members of the Selection Committee

The Motorcycle Safety Foundation (MSF) is hereby submitting the enclosed proposal to coordinate and conduct the West Virginia Motorcycle Safety Program (WVMSP) throughout the state of West Virginia.

The MSF hereby accepts all mandatory requirements and attachments set forth in the Request For Quotation identified as DMV100311. As contractor (vendor), the MSF will adhere to all requirements and attachments set forth in the Request for Quotation identified as DMV100311.

Thank you for considering the Motorcycle Safety Foundation as a potential contractor (vendor) for coordinating and conducting the West Virginia Motorcycle Safety Program. I am confident that MSF's proposal will provide services outlined in the Request For Quotation in the best interest of the state, motorcyclists and participants in your motorcycle safety program. I look forward to working with the West Virginia Division of Motor Vehicles on this important safety program.

Sincerely,

A handwritten signature in black ink that reads "Tim Buche".

Tim Buche
President

RECEIVED

2010 APR 14 A 10:10

PURCHASING DIVISION
STATE OF WV



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

Request for Quotation

RFQ NUMBER
 DMV100311

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF MOTOR VEHICLES
 1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/25/2010				

BID OPENING DATE: 03/25/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>Ry</i></p> <p>NO. 2 <i>Ry</i></p> <p>NO. 3</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">SIGNATURE</p> <p style="text-align: center;"><i>MOTORCYCLE SAFETY FOUNDATION</i></p> <p style="text-align: center;">COMPANY</p> <p style="text-align: center;">MARCH 25, 2010</p> <p style="text-align: center;">DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WEST VIRGINIA MOTORCYCLE SAFETY AND AWARENESS PROGRAM

PROGRAM PLAN / RESPONSE TO RFQ DMV100311

I. GENERAL INFORMATION

A. PRE-BID CONFERENCE

The MSF was represented at the mandatory pre-bid conference by Mr. Dan Williams, MSF's WVMSF State Coordinator. This is verified by the attendance sheet.

COST BREAKDOWN

The bid submitted by the MSF includes a student tuition fee of a minimum of \$100.00 per student for the Basic Course and a student tuition fee of a minimum of \$100.00 for the Experienced Course. The MSF acknowledges that upon approval of the contract, the MSF will submit invoices, along with all supporting documentation, to the WVDMV State Coordinator on a monthly basis for the preceding month's classes conducted. After the Coordinator reviews the invoice, it will be forwarded to the WVMSF Administrative Office and then to the DMV Accounts Payable unit for further payment processing.

The MSF acknowledges that all training costs are reimbursable on a per student basis upon receipt of required course documentation.

The MSF acknowledges that upon award, the invoices submitted must reflect all associated bid costs on a per student basis minus the student tuition fees.

The MSF acknowledges that costs will be reimbursed to the vendor upon student completion of one unit of motorcycle safety training provided by the vendor.

II. SERVICES TO BE PERFORMED

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

- a. 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 (DMV100311), and the contract.

- b. Coordinate and conduct Basic and Experienced *RiderCourse* motorcycle training programs at a minimum of four (4) mandatory regions across West Virginia with three (3) additional locations that are desired and have ability to conduct at four additional mobile sites on a rotating basis. 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, Randolph 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. 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 WVMSP the MSF will 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 in time additional sites may be established based on demographic and demand studies in areas where the population would support additional training. The MSF acknowledges that the proposed equipment, materials, classroom and range layouts will meet or exceed the MSF's standards before being submitted to WVMSP for approval. All areas designated will be in operation on the dates specified in the contract. Any costs incurred by the WVDMV in securing and maintaining training sites will be reimbursed by the MSF, at the employees current rate of pay and benefits as determined by the WVDMV. The WVDMV will be reimbursed for time and materials spent on assisting the MSF with completing any part of this contract.
- c. 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 – 8:00pm EST.

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.

- d. The MSF will provide and prepare facilities for classroom instruction and ranges, including range design and layout. The classrooms, including all necessary equipment (i.e.: TV, VCR/DVD, pens, pencils, etc.) and ranges will meet or exceed those in the MSF RiderCoach Guide as the minimum for conducting both the Basic *RiderCourse* and Experienced *RiderCourse* and with final approval from WVDMV.
- e. 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. 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 must be approved by the coordinator of the WVMSP.
- f. 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, 2010. 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 license. 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.
- g. 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.

- h. 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 WVMSF 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 WVMSF, an instructor or RiderCoach must:
 - i. Maintain instructor/RiderCoach certification that meets or exceeds the MSF RiderCoach (instructor) certification and is approved by the WVDMV.
 - ii. Ensure that all classrooms meet or exceed the MSF standards and are approved by the WVDMV.
 - iii. Design and/or maintain ranges to meet or exceed the current MSF specifications. All ranges will require approval from the WVDMV.
 - iv. Ensure that range equipment meets or exceeds MSF standards and is approved by the WVDMV.
- i. 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.
- j. 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 WVMSF 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.

- k. RiderCoaches must attend a WVMSP update offered each training season. Site Coordinators must attend a Site Coordinator update offered once each training season. Site Coordinators are also encouraged to attend an optional two-day Professional Development Workshop course for further professional development. The MSF shall schedule at least one Professional Development Workshop per year.
- l. Arrange for the use, maintenance and purchase, at MSF's expense, of the training motorcycles and necessary program equipment (helmets, traffic cones, etc.). Use of student-owned motorcycles for instruction purposes is permitted in the Experienced *RiderCourses* only and only if the motorcycle meets or exceeds the MSF standards or is substantially similar and are approved by the WVDMV.
- m. Maintain course equipment in safe operating condition and provide storage of WVMSP motorcycle equipment. The MSF acknowledges that hours spent by the WVDMV regarding the fulfillment of the contractual obligation will be charged to the MSF at the employee's current rate of pay and benefits as determined by the WVDMV.
- n. The MSF will offer a minimum of two methods to schedule the training course. Either by telephone via toll free number, or by web-based technology for interactive scheduling. A web-based schedule will include class location and dates and the total number of class slots available. The WVMSP Coordinator, or in their absence, the WVMSP Administrative Office will be provided a copy of all class schedules at least ten (10) days prior to any class scheduled. Any additional classes must have approval from the WVMSP Coordinator or WVMSP Administrative Office.
- o. 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. The website shall reflect only the WVMSP class schedules with class enrollment (up to 12 students) and is updated in real time, or will be updated every seventy-two hours.

- p. The MSF will ensure that all class rules and regulations pertaining, but necessarily limited to class size, attendance, cost and waiting list will be posted on the website.
- q. The MSF acknowledges that it 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.
- r. The MSF will collect and forward required course paperwork to the WVMSP Coordinator.
- s. 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.
- t. 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.
- u. 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.
- v. 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.

- w. 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.
- x. 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.
- y. 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. At 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 must be available to students from April 1 to October 31 of each calendar year.
- z. The MSF acknowledges that a performance bond in the amount of not less than five hundred thousand dollars (\$500,000.00) 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.

III. INSTRUCTOR REQUIREMENTS

- a. 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.
- b. RiderCoaches (instructors) hired by the MSF shall have a valid first aid card and Cardiopulmonary (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:

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

- i. Maintain an instructor certification that meets or exceeds the MSF RiderCoach (instructor) certification and is approved by the WVDMV.
- ii. Ensure that all classrooms meet MSF standards and are approved by the WVDMV.
- iii. Design and maintain ranges to meet or exceed current MSF specifications. All ranges must be approved by WVDMV.
- iv. Provide range equipment that exceeds MSF standards and is approved by WVDMV.

IV. 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.

Basic Course

The WVMSP approved curriculum for the Basic Course will be the most current version of the MSF's Basic *RiderCourse*SM.

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.

Experienced Course

The WVMSP approved curriculum for the experienced rider course will be the most current version of the MSF's Experienced *RiderCourse*SM.

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.

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 tuition fee for the Basic Course is \$100.00. The tuition fee for the Experienced Course is \$100.00.

V. NO CONTENT IN RFQ

VI. 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.

VI.(2) CONDITIONS

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

- a. 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.
- b. 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 TCLOCS 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".

- i. Large enough to store all motorcycles and necessary equipment.
 - ii. Secure from fire and theft.
 - iii. Meets local fire codes.
 - iv. Easily accessible to range.
- c. 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:

- i. Enrollment Restrictions
- ii. Inclement Weather
- iii. Unsafe Facility Conditions
- iv. Unavailability of Instructors of Rider Coaches
- v. Mechanical Breakdown

- d. The 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 Fridays, Saturdays and Sundays (most common). Some sites, depending on demand, range/classroom availability, and RiderCoach availability will run both schedules.
- e. 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 WVMSP as well.
- f. 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.

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.

VII. APPLICABLE LAW

- a. West Virginia law will govern the terms of the RFQ and any negotiated contract for the WVMSP. The MSF agrees to comply with all laws and regulations, federal and/or state, governing the confidentiality of WVDMV records.
- b. INDEMNIFICATION OF DIVISION

MSF shall indemnify, defend, save and hold harmless the WVDMV, the State of West Virginia and its agents, employees or officers from any and all suits, actions, losses, liability, damages, judgments or settlements incurred by the WVDMV, the State of West Virginia or their agents,

employees or officers arising out of the provision of services by MSF, its employees, or subcontractors under this RFQ.

c. LICENSES, TAXES AND FEES

The MSF shall ensure that all employees and subcontractors are licensed to perform their duties in accordance with applicable West Virginia law. In addition, the MSF shall obtain any licenses/permits necessary to authorize them to conduct business in the State of West Virginia, and will assist in completing application forms for obtaining facility-related expenses and permits. The MSF is responsible for any payment of licenses, taxes, fees, Worker's Compensation, or other costs associated with the fulfillment of a negotiated contract.

d. 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.

e. INDEPENDENT CONTRACTOR

The parties acknowledge that MSF is an independent contractor and is not an agent, employee, partner or joint venture with the WVDMV or the State of West Virginia and no employer-employee relationship is contemplated or created by the parties of this agreement.

f. COMPLIANCE WITH NOTICES

MSF is responsible to comply with all applicable WVDMV current and future policies, directives or notices.

g. ASSIGNMENT OR SUBCONTRACTING

There shall be no reassignment or subcontracting of services under this contract without the express written consent of the WVDMV. It is understood that the MSF will contract with individuals to provide instructional services in fulfillment of the contract resulting from the proposal and is solely responsible for payments to the subcontractor, if applicable. If the subcontractor fails to perform within the confines of the contract, it is the responsibility of the MSF as WVDMV does not have a contractual obligation with the subcontractor.

h. NON-WAIVER OF TERMS

The failure of the WVDMV to insist on strict performance of any provision or condition of this agreement or to exercise the right herein shall not operate or be construed as a waiver of such condition or right in any instance.

i. PUBLIC RECORD

All documents and information that is submitted in response to this solicitation is subject to disclosure pursuant to the West Virginia Freedom of Information Act.

j. CONFIDENTIALITY OF RECORDS

All student information collected by the MSF during the implementation of the WVMSP is confidential and must not be released to anyone except the WVMSP State Coordinator or WVMSP Administrative Office. Any other release of student information will subject the MSF to the criminal and civil penalties of the West Virginia Uniform Records Disclosure Act. See West Virginia Code 17A-2A-1 et seq. Unauthorized release of student information will also result in immediate contract termination.

k. 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.

ADDITIONAL INFORMATION

To be a RiderCoach

MSF RiderCoach Candidate Application Attached

Range Layout and Diagrams

MSF Range Information Form Attached

MSF RIDER EDUCATION RECOGNITION PROGRAM AGREEMENT (RERP)

MSF Rider Education Recognition Program Forms Attached

COST SHEET

WEST VIRGINIA MOTORCYCLE SAFETY PROGRAM BID SHEET FOR RFQ DMVI00311

Total Cost for Training Individual in Basic Course:

Total Training Cost:	\$200.00 per student
Minus Student Tuition:	\$100.00 Basic or Experienced
Equals:	\$100.00 reimbursed to MSF by WVDMV

Total Cost for Training Individual in Experienced Course:

Total Training Cost:	\$200.00 per student
Minus Student Tuition:	\$100.00 Basic or Experienced
Equals:	\$100.00 reimbursed to MSF by WVDMV

MSF-Certified RiderCoach Candidate (RCC) Application



Thank you for your interest in becoming an MSF-certified RiderCoach. Please complete the application (type or print) neatly and accurately. Once completed, ensure the state program administrator has reviewed it; otherwise you may forward it to MSF.

PERSONAL

First Name _____ Middle _____ Last _____

Are you 18 years of age or older? Yes No Male Female Social Security Number _____ - _____ - _____

Address _____

City/State/Zip Code _____

Employer _____ Occupation _____

Home Phone (____) _____ - _____ Work Phone (____) _____ - _____ Email: _____

MILITARY (if active duty)

Air force Army Marines Navy Coast Guard Rank _____

DSN Number _____ Commercial Phone No. _____ Ext _____

EDUCATION

High School or GED Yes No College/University Graduate Yes No If Yes, Major _____

List other educational institutions you attended or any specialized training you have received. Be sure to identify any certificates or advanced degrees. _____

MOTORCYCLE EXPERIENCE (include most current driving record)

Motorcycle Operator's License # _____ State _____ Driving record attached Yes No

How many years have you had a motorcycle license or endorsement? _____

Have you ever had your license revoked or suspended? Yes No If yes, Explain _____

Do you currently ride a motorcycle? Yes No How many years have you been a motorcyclist? _____

What type of riding do you currently do? _____

What type of motorcycle/s do you own? _____

Have you completed any of the following motorcycle safety courses?

MRC: RSS Yes No If yes, when? _____

BRC Yes No If yes, when? _____

ERC Yes No If yes, when? _____

Other _____
(describe)

INTEREST IN BEING A RIDERCOACH

Describe in detail why you want to become an MSF-certified RiderCoach.

Give a brief description of any other teaching experience _____



CHARACTER

Have you been convicted of (including a plea of guilty or no contest) a felony, or serious misdemeanor, other than a minor traffic violation? Yes No

Have you been convicted of (including a plea of guilty or no contest) driving under the influence? Yes No

Are you now undergoing, or have you undergone treatment during the last five (5) years for the use of drugs, narcotics or excessive alcohol use? Yes No

Do you have any medical condition that requires accommodation or that would otherwise impair your ability to safely perform the duties of a RiderCoach? Yes No

If yes to any of the above, please state the facts fully:

SPONSORSHIP

Are you being sponsored for this course? Yes No If yes, by whom? _____

What assistance will your sponsor provide? _____

What obligations are you subject to for this sponsorship? _____

Where will you teach rider training after graduation? _____

STATEMENT AND ACKNOWLEDGEMENTS

Please read this section carefully and ask any questions *before* you sign.

I certify that I have read this RiderCoach Preparation Candidate Application in its entirety, and the information contained herein is true and correct. I understand and agree that all such information is material to my prospective acceptance. I have withheld nothing that would, if disclosed, affect this application unfavorably. I acknowledge that this application will be active for 60 days, after which time, I must reapply for further consideration. I understand and agree that falsification of any information provided herein, or the omission of any relevant information, will result in immediate revocation of my MSF RiderCoach Certification.

If you have any questions regarding this agreement, please ask a representative of the MSF before signing.

I HAVE READ, UNDERSTAND, AND AGREE WITH THE ABOVE STATEMENT.

Signature _____ Date _____

Remit your application to:

**Motorcycle Safety Foundation
Attn: NYSMSP
2 Jenner Street, Suite 150, Irvine, CA 92618-3806**

**MSF RiderCoach Preparation Candidate Prerequisite Check List
must accompany this document.**



NYSMSP MSF RiderCoach Preparation Candidate Prerequisite Check List

MSF Basic *RiderCourse* Completion Date: _____

Knowledge Test Score: ____ / ____ / ____

Skills Evaluation Score: ____ / ____ / ____

Completed "Shadowing" Range and Classroom Sessions:

Session 1 Date: ____ / ____ / ____

Lessons Observed: _____

RC Name and Signature: _____

Session 2 Date: ____ / ____ / ____

Lessons Observed: _____

RC Name and Signature: _____

Classroom Observation Date(s): ____ / ____ / ____

Notes: _____

RC Signature: _____

Oral Review of BRC Range Cards (presentation ability): _____

Site Manager or Site Administrator Signature: _____

Date: ____ / ____ / ____

MSF RiderCourseSM RANGE INFORMATION FORM

V. 1/26/10

INSTRUCTIONS:

- Complete one Range Information Form for each proposed range.
- Submit photos of the proposed range (minimum of eight) as depicted on the Guidelines For Range Photographs document available in the RETSORG Library. Identify the riding area with cones at each corner of the range. Take two pictures from each corner's perspective: be sure to include the range and run-off area in the photo.
- E-mail digital photos of the range to rep@msf-usa.org

Business Name of Training Provider/

Name of Military Base: _____ Existing RERP #: _____

Name of Range Location: _____

Physical Street Address of Range: _____

City: _____ State: _____ Zip: _____

(Note: If your range is outside of the U.S., please provide us with the city, province, and country where your range is located.)

Add this site to MSF's online RiderCourse Locations page? Yes No Course Enrollment #: () _____

Is any MSF-recognized training currently being conducted on this range? Yes No If yes, by RERP # _____

MSF requires all ranges to have a minimum of 20 feet of paved runoff. Training Provider, in consultation with an active MSF-certified RiderCoach, shall determine whether the range location and configuration is appropriate in light of any potential safety hazards beyond 20 feet from the range.

THIS SECTION MUST BE COMPLETED BY AN ACTIVE MSF-CERTIFIED RIDERCOACH

RiderCourse(s) to be conducted at this range: BRC ERC ARC-ST 3WBRC Other _____

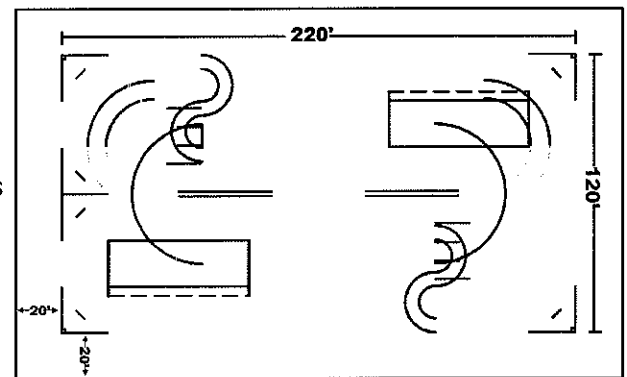
SELECT YOUR PROPOSED RANGE LAYOUT:

Standard Range
(As pictured to the right)

Alternate Range
(Submit first page of selected layout from the Alternate Range Diagrams located at <https://www.retsorg.org/Features/RERPMaterials.aspx>)

Modified Range: Length _____ by Width _____
(See information on following page)

BRC



RIDERCOACH

I certify that I am a currently active MSF-certified RiderCoach and have inspected the above-stated training site and the proposed range layout. I affirm that the dimensions, runoff space, and photographs are accurate as indicated.

RiderCoach Name (Print): _____ RiderCoach ID#: _____

RiderCoach Signature: _____ Date: _____

SIGNATORY TO RERP AGREEMENT

The information above is accurate and I accept responsibility for all MSF RiderCourses conducted at this location.

Name (Print): _____ Phone: _____

Signature: _____ Date: _____

STATE OR MILITARY ADMINISTRATOR

I am aware that this range is being applied for under _____

RERP# / Business Name / Military Base

Signature: _____ Date: _____

ALL NEW RANGE APPLICATIONS MUST BE SUBMITTED AND OFFICIALLY RECOGNIZED IN WRITING BY THE MSF PRIOR TO CONDUCTING TRAINING ON THE RANGE

MSF RiderCourseSM RANGE INFORMATION FORM

V. 1/26/10

A **Standard Range** is a full size range (120' x 220') completely free of any potential obstacles* or problematic surface conditions**.

An **Alternate Range** is a range that is less than full size AND completely free of any potential obstacles* and/or problematic surface conditions**.

A **Modified Range** is a range that is full size with potential obstacles* and/or problematic surface conditions** or other than full size with potential obstacles* and/or problematic surface conditions**.

◆◆◆ MSF requires ALL ranges to have a minimum of 20 feet of paved runoff. ◆◆◆

REQUIREMENTS WHEN SUBMITTING PROPOSED MODIFIED RANGE DIAGRAMS:

Requirement 1. Contact an experienced, actively certified MSF RiderCoach or RiderCoach Trainer or your state coordinator for assistance with your proposed range.

Requirement 2. Draw the range layout and path of travel for exercises 2 through 17 (one diagram per exercise per page). Note the range scale on each page and label all dimensions in all directions. The MSF suggests using simple 1/4" rule graph paper with a 1/4" = 10 feet scale for this. Computer-generated diagrams are also acceptable as long as all other diagram requirements are met.

Requirement 3. Identify all obstacles*, potential obstacles*, and problematic surface conditions** within the riding area as well as in the 20' of runoff. A minimum 20' of separation must be maintained between all paths of travel and obstacles.

Requirement 4. For each and every exercise (one per page), illustrate the path of travel and indicate the distance between the student's path of travel and any obstacle (at the closest point where the student passes by that obstacle).

OR -

Alternate Range diagrams from RETSORG with appropriate dimension may be used for **Modified Range** submissions. The obstacle or problematic surface condition must be depicted on the diagram for each exercise. The student's adjusted path of travel with 20 feet of separation from any obstacles and/or problematic surface conditions must be depicted for each exercise.

* Potential Obstacles include, but are not limited to:

- Curbs
- Light Poles
- Buildings
- Islands
- Trees
- Walls or Fences
- Speed Bumps
- Drop-Offs

**Problematic Surface Conditions:

- Drains or Grates
- Potholes
- Rough Surfaces
- Cracks in surface

NOTE: A new or relocated range is not approved until a RERP letter has been issued by the MSF to the Sponsor or Site Administrator that documents recognition of the new or relocated range. The act of submitting documentation for a new or relocated range does not constitute permission to operate the proposed range. ALL NEW RANGE APPLICATIONS MUST BE SUBMITTED AND OFFICIALLY RECOGNIZED BY WRITING BY THE MSF PRIOR TO CONDUCTING TRAINING ON THE RANGE.

RIDER EDUCATION RECOGNITION PROGRAM AGREEMENT (RERP)



This Agreement is entered into between the Motorcycle Safety Foundation ("MSF") and the Sponsoring organization ("Sponsor") This Agreement becomes effective on the date when executed by MSF and expires on _____ unless renewed upon mutual written consent of the parties, specifying the renewal terms.

I. The Sponsor agrees to:

- A. Teach the most current MSF *RiderCourses* according to MSF standards, including the following:
 - 1. The Motorcycle Safety Foundation's Basic *RiderCourse*sm and the ERC Suite are used as the core curricula.
 - 2. Only MSF-certified RiderCoaches teach the curricula.
 - 3. Motorcycles are properly maintained in safe operating condition for the safety of the students.
 - 4. The range training facility is free from pedestrian, animal or vehicle traffic. The pavement is suitable for riding maneuvers such as sharp turns, braking and safe vehicle travel. The surface provides good traction. There are no obstacles that present an unsafe environment. Ranges must be correctly laid out to meet curriculum and safety standards.
 - 5. Take reasonable precautions to ensure the safety of each student.
 - 6. Ensure all students and RiderCoaches wear protective gear when riding during the course, to include:
 - a) A helmet designed to meet DOT standards, and proper eye protection
 - b) over-the-ankle footwear.
 - c) long-sleeved shirt or jacket.
 - d) long non-flare denim pants or material of equivalent or better durability
 - e) full-fingered gloves, preferably leather.
 - 7. Ensure students, motorcycles, Sponsors and RiderCoaches are adequately insured.
 - 8. Distribute a personal copy of the BRC Rider Handbook to each BRC student for them to keep.
 - 9. Distribute MSF-issued *RiderCourse* completion cards, or approved state/MSF combined completion cards, only to students successfully completing the course and to return any unused MSF-issued cards upon cancellation of this Agreement.
 - 10. Notify the MSF of any proposed changes or additions to the *RiderCourse* for review and approval prior to use.
- B. Maintain accurate information with MSF as contained in the Rider Education Recognition Program Application (Attachment A) and report numbers and other requested data for riders trained upon request. Sponsor shall not transfer any part of Sponsor's rights and responsibilities under this Agreement without the written consent of MSF.
- C. Monitor courses regularly through a quality assurance program to ensure RiderCoaches are following established guidelines and standards for the *RiderCourse*.
- D. Pay all invoices within 30 days of the date of invoice, or in compliance with applicable public entity procurement guidelines.
- E. Prior to training, have each student sign the MSF release/indemnification form (latest version is available on MSF's website, www.msf-usa.org, under Training Site Support) or Sponsor's equivalent, provided that MSF is given an opportunity to review and approve Sponsor's form prior to use.
- F. Indemnify, defend, and hold harmless MSF, its member companies, representatives, officers, employees and agents from any and all loss, claims, damages, costs and expenses (including claims for MSF's own negligence) brought for or on account of injuries to or death of any person, or damage to any property, or any other loss or damage, arising from or relating to performance or non-performance of Sponsor's responsibilities under this Agreement. All rights and responsibilities established in this indemnification clause shall remain in effect after termination of this Agreement.

II. MSF agrees to:

- A. Support the Sponsor by making the following products available at MSF's prevailing prices:
 - 1. MSF's recommended curriculum materials, which at present include:
 - a) the Basic *RiderCourse*
 - b) the Experienced *RiderCourse Suite* (ERC Suite)
 - c) RiderCoach Preparation Course.
 - 2. MSF *RiderCourse* student Completion Cards
 - 3. *RiderCourse* Insurance.
- B. Support the Sponsor by making the following services available at no cost:
 - 1. Maintaining certification of RiderCoaches who are trained to MSF standards.
 - 2. Technical, administrative, and promotional assistance to support high-quality training.
 - 3. Assistance with obtaining loan motorcycles.
 - 4. Providing a national toll-free number and website for student referrals
 - 5. Website-based Online Resource Guide (www.retsorg.org).
 - 6. Professional Development Activities
- C. Indemnify, defend, and hold harmless Sponsor, its representatives, officers, employees and agents from any and all loss, claims, damages, costs and expenses brought for or on account of injuries to or death of any person, or damage to any property, or any other loss or damage, but only if such loss, claims, suits, actions, damages, costs or expenses solely result from or arise out of an allegation that MSF acted negligently in preparing or recommending MSF's curriculum materials. All rights and responsibilities established in this indemnification clause shall remain in effect after termination of this Agreement.

III Use Of MSF PROPERTY

MSF will make available to Sponsor MSF curriculum materials, including RiderCoach Guides, Range Cards, Rider Handbooks, videotapes, and other printed and audio/visual training aids (collectively, "MSF PROPERTY").

- A. Sponsor shall not use or promote MSF PROPERTY in a manner which, in MSF's sole judgment and discretion, affects in a negative and detrimental manner MSF's business or goodwill, or tends to deceive or mislead the public, or which creates a likelihood of confusing the public. Sponsor shall discontinue any use or promotion that MSF finds to be negative or injurious to MSF.
- B. For the term of this Agreement, and thereafter, Sponsor agrees not to use names, trademarks, or images identical with, or substantially or confusingly similar to MSF PROPERTY.
- C. Sponsor shall not modify MSF PROPERTY in any manner without prior written permission of MSF. This prohibition includes any modification to the content or sequence of any exercise, or substantial deviation (as determined solely by MSF) from the recommended duration of any exercise. In some circumstances, MSF may authorize Sponsor to test a proposed modification to the MSF PROPERTY for a limited time as part of an MSF Research Laboratory (RESLAB) initiative.
- D. MSF may modify MSF PROPERTY at any time. MSF will give Sponsor reasonable time to incorporate revisions or replacements to the curriculum, training aids, or range, and to have RiderCoaches attend applicable update sessions.
- E. In the event that MSF supersedes or ceases to recommend any MSF PROPERTY in possession of Sponsor, Sponsor agrees to cease all use of such MSF PROPERTY. Sponsor may return up to a one-year supply of Rider Handbooks in its possession (based on prior 12-month training volume) to MSF, and MSF agrees to repurchase such Rider Handbooks at MSF's prevailing prices.
- F. Upon termination of this Agreement, or upon non-renewal or non-replacement of this Agreement, Sponsor agrees to cease all use of MSF PROPERTY. Sponsor may return up to a one-year supply of Rider Handbooks in its possession (based on prior 12-month training volume) to MSF, and MSF agrees to repurchase such Rider Handbooks at MSF's prevailing prices.

- IV This Agreement shall remain in full force and effect until the expiration date or until such time as either party shall deliver to the other written notice of their intent to terminate this Agreement for any or no reason, according to these schedules:
- A Either Sponsor or MSF may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party.
 - B MSF may terminate or suspend this Agreement immediately for (1) breach of any provision of the Agreement; (2) the existence of an unsafe condition at the Site; or (3) failure to implement supplements or modifications prescribed by MSF as described in Section III D.
- V. Both parties agree to the following:
- A. Sponsor maintains sole responsibility for, and control of, the operation of the training site and the supervision and oversight of the RiderCoaches. MSF has no role in ensuring the safe operation of motorcycles by those participating in the *RiderCourses* or the safe operation of the training site and no role in supervising or overseeing the Sponsor or its RiderCoaches
 - B. Recognition of the RERP Sponsor does not imply any endorsement by MSF of the Sponsor or any other Sponsor, supporting organizations, equipment, motorcycles or other materials involved in the presentation of a *RiderCourse*
 - C. Should any disagreement arise between the parties regarding the enforcement or interpretation of any provision of this Agreement, and should the parties not be able to resolve it themselves, that the matter will be handled by mandatory, binding arbitration. The arbitration shall be handled under the rules of the American Arbitration Association.

The parties agree to be bound by the terms of this Agreement, and execute it on the date set next to the MSF representative signature.

Upon approval of this application the Motorcycle Safety Foundation will issue a RERP identification number and make available Student Completion Cards. Violations of this Agreement, willful misstatements of information, or failure to report information may result in cancellation of this RERP Agreement and the use of MSF's *RiderCourses* or other MSF PROPERTY, the suspension of loan motorcycles and other assistance from manufacturers, dealers, insurers, and others who support the Motorcycle Safety Foundation

For the Training Sponsor:

For the Motorcycle Safety Foundation:

Authorized Signature

Date

Authorized Signature

Date

Print Name

Print Name

Title

Title

RERP Number

State

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: MOTORCYCLE SAFETY FOUNDATION

Authorized Signature: *Jim Fuchs* Date: MARCH 22, 2010

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 _____

*SEE ATTACHED
CERTIFICATE*