



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
DMV70102

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET  
 CHARLESTON, WV  
 25311 558-0002

DATE PRINTED 01/18/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/17/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-12		
<p>MOTORCYCLE SAFETY AND AWARENESS PROGRAM</p> <p>REQUEST FOR QUOTATION</p> <p>THIS WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF MOTOR VEHICLES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH SERVICES FOR THE COORDINATION AND CONDUCT OF THE WEST VIRGINIA MOTORCYCLE SAFETY AND AWARENESS PROGRAM PRE THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON 02/01/2007 AT 10:00 AM AT THE AGENCY'S LOCATION ON THE CAPITOL COMPLEX LOCATED IN CHARLESTON, WEST VIRGINIA (BUILDING #3 RM. 319). VENDORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. VENDORS FAILING TO ATTEND WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED AT THE MANDATORY PRE-BID MEETING. DEADLINE FOR TECHNICAL QUESTION IS 02/03/2007 AT 5:00 PM. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE FOR QUESTIONS. QUESTIONS CONCERNING THE ACTUAL SUBMISSION OF A VENDOR'S BID MAY BE SUBMITTED AT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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<p>ANY TIME AND IN ANY FORMAT.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST</p>						

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<p>ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>						

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VENDOR PREFERENCE CERTIFICATE						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).						
A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
<input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.						
B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						

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<p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT</p>						

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<p>BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				KF-21		
RFQ. NO.:				DMV70102		
BID OPENING DATE:				02/17/2007		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						

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# West Virginia Motorcycle Safety and Awareness Program

## Specifications

### I. PURPOSE

The purpose of this Request for Quotation (RFQ) is to engage the services of a primary service provider for the coordination and conduct of the West Virginia Motorcycle Safety and Awareness Program (WVMSP) throughout the State of West Virginia. The vendor must be able to provide basic and experienced courses.

### II. GENERAL INFORMATION

A. PRE-BID CONFERENCE – A mandatory pre-bid conference will be held on February 01, 2007 at 10:00 am at the agency's location at the Capitol Complex in Charleston, West Virginia. (Building #3 Room 319). All vendors wishing to submit a bid for this project must attend this meeting. Vendors failing to attend will be disqualified from bidding on this project. No one person may represent more than one vendor.

#### B. FORM OF RFQ

1. Three customer references for which the vendor has provided significant services similar to those required by the RFQ (references from Division of Motor Vehicles employees will not be considered). The names, addresses and telephone numbers must be provided for verification. Additional references from customers or references with regard to the vendor's reputation may also be submitted. The vendor authorizes employees of the WVDMV to speak with the person or company providing the reference about the vendor.
2. A statement that the vendor will follow all West Virginia laws and will fully cooperate with the WVDMV during the implementation of the WVMSP.

## COST BREAKDOWN

The RFQ must include the student tuition fee of \$100 per student for basic, \$100 per student for Experienced courses. Upon approval of the contract, the Vendor 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 WVMSP Administrative Office and then to the DMV Accounts Payable unit for further payment processing.

**All training costs are reimbursable on a per student basis upon receipt of required course documentation.**

Upon award, the invoice will reflect all associated bid costs on a per student basis minus the student tuition fees. For example:

Training Costs:	\$ 150	per student
Minus	\$ 100	(Basic Course)
Equals	\$ 50	reimbursed to vendor by WVDMV

Costs will be reimbursed to the vendor upon student completion of one unit of motorcycle safety training provided by the vendor. The contract will be awarded to the vendor that submits the lowest bid based as shown in the above example under training costs.

### III. SERVICES TO BE PERFORMED

The vendor shall provide the following services in fulfillment of the contract resulting from this RFQ:

- A. Act as a service provider in the coordination and conduct of a statewide Motorcycle Safety and Awareness Program in accordance with West Virginia Code 17B-1D, Sections 1 through 102, this RFQ and the subsequent contract.
- B. Coordinate and conduct basic and experienced rider course motorcycle training programs at a minimum of four (4) mandatory regions across West Virginia with three (3) additional locations that are desired and have the ability of conduct at four addition mobile sites on rotating bases. The locations must be in the vicinity or close proximity to each of the following: Kanawha County, Berkeley County, Marshall County, Raleigh County, Monongalia County Wood County and Upshur Counties. Preference will be given to the vendor that can offer classes in all seven locations and the four addition mobile locations. A minimum of two Basis Riders Course classes will be conducted in each of the four mandatory

areas and a minimum of two Basic Riders Course classes will be held in the three desirable locations during the training season. Plus one Experience Rider Course per month at each of the seven locations. All geographical locations will be approved by the WVDMV. All areas designated will be in operation on the dates specified in the contract. Any cost incurred by the WVDMV in securing and maintaining training sites will be reimbursed by the vendor. WVDMV will be reimbursed for time and materials spent on assisting the vendor with completing any part of this contract.

- C. Establish and maintain an 800 telephone number for class registration. An answering service is to be available to West Virginia callers for after hour's registration. Any reference to time is Eastern Standard Time (EST).
- D. Provide and prepare facilities for classroom instruction and ranges, including range design and layout. All classrooms, including all necessary equipment (i.e. TV, VCR, pencils, etc.) and ranges must meet, exceed or be substantially similar to MSF standards and be approved by WVDMV.
- E. Agree to provide all course materials, including but not limited to audio-visual instructional kit, student workbooks, course waiver forms, accident report forms, incident reports forms, etc.
- F. Arrange and coordinate the training, updating, hiring, scheduling, compensating and monitoring of motorcycle safety instructors. Vendor will provide a written plan explaining how class monitoring will be handled.
- G. Hire only MSF certified instructors or motorcycle certified instructors who meet or exceed MSF or similar standards approved by the WVDMV.
- H. Arrange for the use, maintenance and purchase, at vendor's cost, of training motorcycles and necessary program equipment (helmets, traffic cones, etc.). Use of student owned motorcycles for instructional purposes is permitted in the Experienced (ERC) courses only and only if the motorcycle meets or exceeds the MSF standards or are substantially similar and are approved by the WVDMV.
- I. Maintain course equipment in safe operating condition and provide storage of WVMSP motorcycle equipment. Hours spent by the WVDMV regarding the fulfillment of contractual obligation will be charged to the successful vendor.
- J. Offer a variety of training course schedules including a web based methodology for interactive scheduling. A web based schedule will

include class location and dates and the total number of class slots available. The WVMSP Coordinator or, in their absence, the WVMSP Administrative Office will be provided a copy of all class schedules at least ten (10) days prior to any class scheduled. Any additional classes must have approval from the WVMSP Coordinator or WVMSP Administrative Office.

- K. All class rules and regulations pertaining, but not necessarily limited to, class size, attendance, cost, and waiting list, will be posted on the internet.
- L. Register course participants. Enrollment center should 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 site should incorporate up-to-date scheduling (within 15 days of the class) for each location. This should be accomplished via the WVDOT home page with a link to vendor. The website shall reflect only West Virginia class schedules with class enrollment (up to 12) and will be updated every seventy-two hours.
- M. Publicize course offerings with WVDMV approved materials. All advertising by the vendor must have prior approval of the WVMSP Coordinator or the WVMSP Administrative Office.
- N. Collect and forward required course paperwork to the WVMSP Coordinator.
- O. Secure program insurance prior to the implementation of the contract.
- P. Prepare and submit invoices and monthly reports on expenditures, activities and accomplishments within thirty (30) days of the end of the preceding month. Monthly invoices shall consist of two parts, a summary page providing service date, total number of students being billed, total dollar amount collected and total dollar amount being billed to the state.

The second part of the invoice, back up documentation will be provided for each class being invoiced. At a minimum the vendor will include the class date, location of the class, the full name of the student, student's driver's license number, and whether the student passed or failed. A phone number of each student must be provided (if available) for program quality assurance.

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

Two annual reports summarizing the previous contract year shall be submitted within forty-five (45) days of the end of the fiscal year, the other shall be submitted within thirty (30) days of the end of the calendar year. All reports must be submitted to the WVMSP State Coordinator or the WVMSP Administrative Office. Failure to submit required monthly reports, invoices or annual report will result in contract cancellation.

- Q. Report to the 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.
- R. The vendor's program manager shall maintain communication with the WVMSP Coordinator or the WVMSP Administrative Office on the dates specified by the Coordinator/Administrative Office and by the means prescribed by the Coordinator/Administrative Office. This will include, but not necessarily limited to, scheduled meetings, conference calls and emails or written reports.
- S. Acknowledges that all primary contacts with the WVDMV as required pursuant to this agreement shall be with the WVMSP State Coordinator or the WVMSP Administrative Office.
- T. Acknowledge that training must be offered to students at all of the seven locations (as listed in III-B) by the second week of April of each year. At all locations by the first weekend of July of the fiscal year in which this contract begins. Enough classes must be offered at all locations to satisfy the demands of the public. Training must at least be available from April 1 to October 31 of each calendar year to students.
- U. Performance Bond must be presented within fifteen days of being awarded the contract in the amount of not less than five hundred thousand dollars (\$500,000). This bond will cover the first of six months of the first year of the contract. The performance bond assures the WVDMV that the vendors have the necessary skills, capabilities and the financial strength to complete the contract.

#### IV. INSTRUCTOR REQUIREMENTS

The vendor agrees that any person hired by the vendor as an instructor must have a valid West Virginia driver's license with a motorcycle endorsement, a valid West Virginia commercial driver's license with a motorcycle endorsement or a valid West Virginia "motorcycle only" driver's license and must have a current Motorcycle Safety Foundation Certification Card.

All instructors hired by the vendor shall have a valid first aid card and Cardiopulmonary Resuscitation "CPR" card, and shall have attended the American Red Cross 8-hour standard first aid course or its equivalent.

To receive approval to teach in the WVMSP, a potential instructor must:

1. Agree to teach rider education courses which meet or exceed training requirements of the MSF or similar requirements approved by the WVDMV.
2. Wear protective riding apparel when riding to, from or during a WVMSP rider education course or sponsored event. Such protective riding apparel shall consist of approved legal helmet, approved legal eye protection (face shield or goggles), full fingered gloves, sturdy boots or shoes that cover the ankle, long sleeved shirt or jacket and long pants.

To maintain approval to instruct in the WVMSP, an instructor must:

1. Maintain an instructor certification that meets, exceeds or is substantially similar to the MSF Instructor certificate and is approved by the WVDMV.
2. Ensure that all classrooms meet, exceed or are substantially similar to MSF standards and are approved by WVDMV.
3. Design and maintain ranges to meet exceed or substantially comply with current MSF specifications. All ranges must be approved by the WVDMV.
4. Provide range equipment that exceeds or is substantially similar to MSF standards and is approved by WVDMV.

## V. COURSE REQUIREMENTS

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

The vendor shall follow student eligibility requirements that meet, exceed or are substantially similar to the MSF standards and are approved by WVDMV.

The WVMSP approved curriculum for the Basic course will be the most current version of the MSF's Basic Ridercourse.

**Basic Course:**

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

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

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

The WVMSP approved curriculum for the **Experienced** Ridercourse will be the most current version of the MSF's **Experienced** Ridercourse.

**Experienced Course:**

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

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

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

The tuition fee for the **Basic** course is \$100. The tuition fee for the **Experienced** course is \$100.

VI. VENDOR REIMBURSEMENT

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

VII. CONDITIONS

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

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

A. APPLICABLE LAW

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

B. INDEMNIFICATION OF DIVISION

Vendor 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 Vendor, its employees, or subcontractors under this RFQ.



C. LICENSES, TAXES AND FEES

The vendor shall ensure that all employees and subcontractors are licensed to perform their duties in accordance with applicable West Virginia law. In addition, the vendor 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 vendor 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 vendor warrants that all materials and products provided by the vendor during the WVMSP will not infringe or violate any patent, copyright, trade secret or other proprietary interest of a third party.

E. INDEPENDENT VENDOR

The parties acknowledge that Vendor 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. CANCELLATION

The Director of Purchasing for the WV Department of Administration, along with the WVDMV, reserves the right to cancel this contract immediately upon thirty (30) days written notice to the Vendor if the services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein. The WVDMV shall provide the vendor with a notice of conditions endangering performance to allow the vendor an opportunity to remedy the problems before cancellation.

G. COMPLIANCE WITH NOTICES

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

H. ASSIGNMENT OR SUBCONTRACTING

No assignment or subcontracting of services to be provided under this RFQ is permissible without the express written consent of the WVDMV. It is understood that the vendor 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.

I. 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.

J. 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.

K. CONFIDENTIALITY OF RECORDS

All student information collected by the vendor 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 vendor 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.

L. CONTRACT MONITORING & AUDIT REQUIREMENTS

Vendor shall maintain all accounting records relating to the performance of the contract. Such records shall be maintained in accordance with generally accepted accounting principles. Authorized representatives or agents of the State of West Virginia shall have access to the accounting records upon reasonable notice and at reasonable times during the performance and/or inspection and audit. WVDMV and other state and federal agencies and their respective authorized representatives or agents shall have access to all accounting and financial records of any individual, partnership, firm or corporation insofar as they relate to the transactions connected with this contract. These records shall be available for examination by the aforementioned parties during the contract period and during the four (4) year post-contract period, or until final resolution of all pending audit questions and litigation. During the four (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 vendor's operations as they pertain to the services and recoveries pursuant to the contracted services.

**WV MOTORCYCLE SAFETY PROGRAM BID SHEET FOR RFQ DMV70102**

TOTAL COST FOR TRAINING INDIVIDUAL IN BASIC COURSE \_\_\_\_\_

LESS STUDENT TUITION - 100.00

REIMBURSEMENT BY WV DMV TO VENDOR \_\_\_\_\_

TOTAL COST FOR TRAINING INDIVIDUAL IN EXPERIENCED COURSE \_\_\_\_\_

LESS STUDENT TUITION - 100.00

REIMBURSEMENT BY WV DMV \_\_\_\_\_

CONTRACT WILL BE AWARDED TO THE VENDOR THAT SUBMITS THE LOWEST BID UNDER TOTAL COST FOR TRAINING IN BASIC COURSE AND ALSO TOTAL COST FOR TRAINING IN EXPERIENCED COURSE.

**A F F I D A V I T**

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**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 owned 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 exceeds 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.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_