



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
1

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
0001	1	LS		952-90		
COORDINATION OF WV MOTORCYCLE SAFETY PROGRAM REQUEST FOR QUOTATION (RFQ) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF MOTOR VEHICLES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A SERVICE PROVIDER FOR THE COORDINATION AND FACILITATION OF THE WV MOTORCYCLE SAFETY AND AWARENESS PROGRAM THROUGHOUT THE STATE OF WV PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID WILL BE HELD ON MARCH 9, 2010 AT 10:00 AM AT THE DMV SERVICE CENTER AT 5707 MACCORKLE AVENUE (HIGHWAY SAFETY OFFICE, IN CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.



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<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTION CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/12/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WV ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 10</p>						

REQUISITION NO. :

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<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</p> <p>NO. 2</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>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FRANK WHITTAKER - FILE 44</p>						

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RFQ. NO.: DMV100311 BID OPENING DATE: 03/25/2010 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): ----- ***** THIS IS THE END OF RFQ DMV100311 ***** TOTAL: _____						

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West Virginia Motorcycle Safety and Awareness Program

Specifications

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.

I. GENERAL INFORMATION

A. PRE-BID CONFERENCES – Required

COST BREAKDOWN

The bid shall include the student tuition fee of a minimum \$100 per student for the **Basic Course**, and of a minimum \$100 per student for the **Experienced Course**. 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 should reflect all associated bid costs on a per student basis minus the student tuition fees. For example:

Training Costs:	\$ 200	per student
Minus:	<u>\$ 100</u>	(Basic Course)
Equals:	\$ 100	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.

II. SERVICES TO BE PERFORMED

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

- 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. 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. The vendor will use existing motorcycle training sites in West Virginia if those sites are willing to establish a new agreement with vendor. Upon WVMSP the vendor will submit an evaluation of current sites (including range design and layout, classroom set-up and location and appropriate equipment and supplies). The vendor must acknowledge that he will support the mobile unit and the additional sites that unit services and also that in time additional sites may be established based on demographic and demand studies in area where the population would support additional training. All proposed equipment, materials, classroom and range layouts will meet or exceed 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 cost incurred by the WVDMV in securing and maintaining training sites will be reimbursed by the vendor, at the employee's current rate of pay and benefits as determine by WVDMV. WVDMV will be reimbursed for time and materials spent on assisting the vendor with completing any part of this contract.
- C. The vendor shall create 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 should be transferable to accommodate possible relocation in the future. The vendor shall provide a secure 24 hour real time web base registration/enrollment system; Monday through Saturday – 7:00 a.m. to 8:00 p.m. 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 or exceed those in MSF Rider Coach Guide as the minimum for conducting both the Basic Riders Course and Experience Riders Course and with final approved by WVDMV.
- E. 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. The vendor will provide an MSF-certified RiderCoach Trainer to provide the following services; RiderCoach Training, Quality Assurance, and Professional Development Workshops. If there is not a

RiderCoach Trainer residing in the state the RiderCoach Trainer used must be approved by the coordinator of the WVMSP .

- F. The vendor shall, retain an efficient number of RiderCoaches to assure training course are offered on or before March 15, 2010. All proposed RiderCoach and Site Coordinators may be interviews by the WVMSP. Vendor agrees that any person hired must have a valid driver's license with a motorcycle endorsement; or a valid commercial license with a motorcycle endorsement; or a valid motorcycle only license. Additionally vendor agrees that any person hired by them shall have a valid first aid card and a Cardiopulmonary Resuscitation "CPR" card, and shall have attended the American Red Cross 8 hour standard first –aid course or its equivalent.
- G. The vendor will acknowledges that in order to receive approval from the WVMSP to teach a potential RiderCoach must agree to teach rider education course that meet or exceed training requirements approved by the WVMSP, and wear protective riding apparel when riding to, from and during a WVBMSF rider education course or sponsored event. Such riding apparel shall consist of DOT – approve helmet, approved eye protect ion, full fingered motorcycle gloves, sturdy boots or shoes that cover the ankle, long sleeved shirt or jacket and long pants. Furthermore, the vendor will insure that all RiderCoaches a current certification. The vendor shall create a list of currently certified RiderCoaches to WVMSP for background checks.
- H. The vendor acknowledges that in order to receive approval from the WVDMV to teach, a potential 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 WVMSPF rider education course or sponsored event. Such protective riding apparel shall consist of a DOT-approved helmet, approved legal eye protection (face shield or goggles), full fingered motorcycle gloves, sturdy boots or shoes that cover the ankle, long sleeved shirt or jacket and long pants. Furthermore, to maintain approval to teach in the WVMSP, an Instructor or RiderCoach must:
1. Maintain an Instructor or RiderCoach certification that meets, exceeds the MSF Instructor or RiderCoach certificate and is approved by the WVDMV.
 2. Ensure that all classrooms meet or exceed MSF standards and are approved by WVDMV.
 3. Design and/or maintain ranges to meet or exceed with current MSF specification. All ranges will require approval from the WVDMV.

4. Ensure that range equipment exceeds MSF standards and is approved by WVDMV.
- I. The MSF Rules of Conduct include some of the requirements mentioned above, MSF proposes to 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 Instructor or RiderCoach. This form will then be submitted to the WVDMV for their records and a copy will be retained by MSF. Background checks (including driver's license) will be performed at the request of the WVDMV.
- J. A MSF RiderCoach Trainers will evaluate each site at least once per year and submit written reports to appropriate management. Such reports will be included with monthly reports sent to the WVMSP State Coordinator. At the time of the evaluation, the RiderCoach Trainer will correct deficiencies and review the visit with the Site coordinator (required to be at the Quality Assurance Visit) and the Instructor(s) or RiderCoach(s). The Instructor(s) or RiderCoach(s) will receive a copy of the evaluation. Additional Quality Assurance Visits will be performed by Site coordinating Instructors/RiderCoaches on a regular basis. Site Coordinating Instructors/RiderCoaches will be required to teach a minimum of once class every 30 days in order to keep their skills current. Site Coordinators will be asked to evaluate each Instructor or RiderCoach at least once a year, unless evaluated by a RiderCoach Trainer, and submit similar reports as stated above.
- K. RiderCoaches must attend a WVMSP update offered each training season. Site coordinators must also attend a Site Coordinator update offered once each training season. Site Coordinators are also encouraged to attend an optional two-day Professional Development course for further curriculum development. The vendor shall schedule at least Professional Development Workshops per year.
- L. 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.
- M. 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. At the employee's current rate of pay and benefits as determine by WCDMV.
- N. Offer a minimum of two methods of in which to schedule the training course. Either by telephone via a toll free phone number or 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.

- O. Register course participants. 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 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.
- P. All class rules and regulations pertaining, but not necessarily limited to, class size, attendance, cost, and waiting list, will be posted on the internet.
- Q. 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.
- R. Collect and forward required course paperwork to the WVMSP Coordinator.
- S. 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.
- T. 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 drivers' license number, and whether the student passed or failed. A phone number of each student must be provided (if available) for program quality assurance.
- U. 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.
- V. 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.

- W. 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.
- X. 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.
- Y. The training must be offered to students at all of the 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 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.
- Z. A Performance Bond in the amount of not less than five hundred thousand dollars (\$500,000) must be obtained and presented prior to the awarding of the contract. Vendor shall keep this bond in place the entire total time of the contract.

III. INSTRUCTOR REQUIREMENTS

- A. Instructors must have a valid driver's license with a motorcycle endorsement, a valid driver's license with a motorcycle endorsement or a valid "motorcycle only" driver's license and must have a current Motorcycle Safety Foundation Certification Card.
- B. 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 participate 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 instructional status in the WVMSP, an instructor must:

1. Maintain an instructor certification that meets the MSF Instructor certificate and is approved by the WVDMV.
2. Ensure that all classrooms meet MSF standards and are approved by WVDMV.
3. Design and maintain ranges to meet exceed current MSF specifications. All ranges must be approved by the WVDMV.
4. 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 WVMSP.

The vendor shall follow student eligibility requirements that meet, exceed 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 Rider Course.

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.

The Vendor will provide material and instructors for the WVMPS Mobile Unit at various locations across the state. The Vendor will find and re-certify four additional ranges to be use by the WVMSP Mobile Unit.

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

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

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.

VI. **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.

- A. The vendor 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 Rider Course. All motorcycles must meet or exceed MSF standards and be approved by the WVMSP. Students will be asked to show verification of insurance and ownership or written permission by owner to use the motorcycle. The Instructor and/or RiderCoaches will inspect each motorcycle using the MSF standard T-CLOCKS 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 (picture attached for reference). Rental costs for such storage will be placed under a specific account code "site rental".

1. Large enough to store all motorcycles and necessary equipment.
 2. Secure from fire and theft.
 3. Meets local fire codes.
 4. Easily accessible to range.
- C. The vendor 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.
- D. The vendor understands and agrees that tuition fees will be paid by the students prior to course participation. Vendor 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 are, but not limited to the following:
1. Enrollment Restrictions
 2. Inclement Weather
 3. Unsafe Facility Conditions
 4. Unavailability of Instructors of RiderCoaches
 5. Mechanical Breakdown
- E. The vendor 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 vendor 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 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. COMPLIANCE WITH NOTICES

Vendor 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 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. If the subcontractor fails to perform within the confines of the contract, it is the responsibility of the vendor as we do 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 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.

K. 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.

To be a RiderCoach

http://www.msf-usa.org/index_new.cfm?spl=2&action=display&pagename=RiderCoach%20Info

Range Layout and Diagrams

http://www.msf-usa.org/index_new.cfm?spl=2&action=display&pagename=Training%20Site%20Support

The first step toward establishing a training site is contacting your state administrator.

RIDER EDUCATION RECOGNITION PROGRAM AGREEMENT (RERP)

http://www.msf-usa.org/index_new.cfm?pagename=Training%20Site%20Support&content=4BBF006F%2DA0CC%2D53D5%2D648E07163971B0F1&referer=RERP%20Forms

COST SHEET

**WV MOTORCYCLE SAFETY PROGRAM
BID SHEET FOR REQ DMV100311**

Total Cost for Training Individual in Basic Course _____

Total Cost for Training Individual in Experienced Course _____

Total Cost: _____

VENDOR PREFERENCE CERTIFICATE

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

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 _____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 _____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 _____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 _____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 _____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: _____ Signed: _____
 Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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 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.

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: _____

Authorized Signature: _____ Date: _____

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 _____