



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

# Solicitation

NUMBER
DMV140022

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

DIVISION OF MOTOR VEHICLES

SHIP TO

1317 HANSFORD STREET  
 CHARLESTON, WV  
 25311 558-0002

DATE PRINTED
09/25/2013

BID OPENING DATE: 10/29/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY, THE WV DIVISION OF MOTOR VEHICLES REQUEST A QUOTE TO PROVIDE AN OPEN-END CONTRACT FOR A VENDOR TO COORDINATE AND CONDUCT THE WEST VIRGINIA MOTORCYCLE SAFETY AND AWARENESS PROGRAM (WVMSP) TRAINING THROUGHTOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS.						
0001	1,700	EA	952-90	BASIC MOTORCYCLE RIDER COURSE		
0002	300	EA	952-90	EXPERIENCED MOTORCYCLE RIDER COURSE		
***** THIS IS THE END OF RFQ DMV140022 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: October 9, 2013

Submit Questions to: **Connie Oswald**  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: 304-558-3970  
 Email: [Connie.S.Oswald@wv.gov](mailto:Connie.S.Oswald@wv.gov)

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:  Technical  
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: October 29, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



**Term Contract**

**Initial Contract Term:** This Contract becomes effective on  
 Upon Award  
 and extends for a period of One (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \$500,000.00 for duration of contract . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:**  
\$1,000,000.00 minimum or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's



failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage



requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

**39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the

purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance



with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles to establish an open-end contract to coordinate and conduct the West Virginia Motorcycle Safety and Awareness Program (WVMSP) training throughout the State of West Virginia. WV Code 17B-1D-4 authorizes the Motorcycle Safety Coordinator in conjunction with the Motorcycle Safety Awareness Board to establish Instructor training standards. The West Virginia Motor Safety Program has approved and follows the Motorcycle Safety Foundation (MSF) training curriculum and only uses certified MSF "Rider Coaches" to instruct basic rider course and experienced rider course instruction in the state of West Virginia.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as DMV140022.
  - 2.4 "DMV" or "WVDMV" means the West Virginia Division of Motor Vehicles.
  - 2.5 "WVMSP" means West Virginia Motorcycle Safety Program.
  - 2.6 "WVDOT" means the West Virginia Department of Transportation.
  - 2.7 "DOT" means the United States Department of Transportation.
  - 2.8 "MSF" means Motorcycle Safety Foundation, a United States national, not for profit organization sponsored by U.S. manufacturers and distributors of motorcycles.



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**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.1.1 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.
- 3.1.2 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 to conduct training at four additional mobile sites on a rotating basis.
- 3.1.3 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 County. A minimum of two Basic Rider Course classes will be conducted in each of the four mandatory areas and a minimum of two Basic Rider Course classes will be held in the three desirable locations during the training season. One Experienced Rider Course per month shall be held at each of the seven locations.
- 3.1.4 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. The vendor will submit to WVMSP 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 or she will support the mobile unit and the additional sites that the unit services and also that in time, additional sites may be established based on demographic and demand studies in areas where the population would support additional training.

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- 3.1.5 Provide all proposed equipment and prepare all training facilities for instruction. Ranges must meet or exceed the standards prescribed in the MSF RiderCoach Guide for conducting the Basic Rider Course and Experienced Rider Course before being submitted for final approval by the WVDMV and WVMSP (see attachment #1 or section III "Facilities & Equipment" of MSF RiderCoach Guide).
- 3.1.6 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 shall be transferable to accommodate possible relocation in the future. The vendor shall provide a secure 24 hour real time web based registration/enrollment system; Monday through Saturday – 7:00 a.m. to 8:00 p.m. EST.
- 3.1.7 Offer a minimum of two methods 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.
- 3.1.8 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. All class rules and regulations pertaining, but not necessarily limited to, class size, attendance, cost, and waiting list, will be posted on the internet.

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- 3.1.9 Provide all course materials, including but not limited to audio-visual instructional kit, student workbooks, course waiver forms, accident report forms, incident report forms, etc.
- 3.1.10 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. The vendor shall, retain an efficient number of RiderCoaches to assure training course are offered on or before March 15, 2014. All proposed RiderCoach and Site Coordinators may be interviewed 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 the vendor 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. The vendor acknowledges that in order to receive approval from the WVMSP to teach, a potential Instructor or RiderCoach must agree to teach rider education courses which 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 apparel shall consist of 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. Furthermore, the vendor shall create a list of currently certified RiderCoaches to the WVDMV and WVMSP for background checks prior to beginning instruction.
- 3.1.11 The vendor acknowledges that in order to receive approval from the WVMSP to teach, a potential Instructor or RiderCoach must agree to teach rider education courses which 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

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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:

Maintain an Instructor and/or RiderCoach certification that meets, exceeds the MSF Instructor or RiderCoach certificate and is approved by the WVDMV and WVMSP (see attachment #2 or [www.msf-usa.org](http://www.msf-usa.org) and select "RiderCoach Info" tab).

Ensure that all classrooms are approved by the WVDMV and WVMSP

Design and maintain ranges to meet or exceed with current MSF certification. All ranges will require approval from the WVDMV and WVMSP.

Ensure that range equipment is approved by the WVDMV and the WVMSP.

3.1.12 The MSF Rules of Conduct lists the requirements mentioned above (see attachment #3) The vendor may create an additional form and requirements to be approved by the WVDMV and WVMSP that lists the requirements above requiring the signature of a proposed new Instructor or RiderCoach. This form will then be submitted to the WVDMV and WVMSP for their records and a copy will be retained by MSF. Background checks (including driver's license) will be performed at the request of the WVDMV and WVMSP.

3.1.13 A MSF RiderCoach Trainer 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

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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 one 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.

- 3.1.14 Maintain course equipment in safe operating condition and provide storage of WVMSP motorcycle equipment.
- 3.1.15 Publicize course offerings via the internet with WVDMV and WVMSP approved materials. All advertising by the vendor must have prior approval of the WVMSP Coordinator or the WVMSP Administrative Office.
- 3.1.16 Collect and forward all Basic Rider Course and Experienced Rider Course paperwork to the WVMSP Coordinator within five (5) business days.
- 3.1.17 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 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. 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

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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.

- 3.1.18 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.
- 3.1.19 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.
- 3.1.20 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 be available from April 1 to October 31 of each calendar year to students.
- 3.1.21 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.
- 3.1.22 **INSTRUCTOR REQUIREMENTS**

Instructors must have a valid driver's license with a motorcycle endorsement, a valid driver's license with a

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motorcycle endorsement or a valid "motorcycle only" driver's license and must have a current Motorcycle Safety Foundation Certification Card.

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:

Agree to teach rider education courses which meet or exceed training requirements of the MSF or similar requirements approved by the DMV.

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:

Maintain an instructor certification that meets the MSF Instructor certificate and is approved by the WVDMV.

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

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

Provide range equipment that meets or exceeds MSF standards and is approved by WVDMV.



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## 3.1.23 COURSE REQUIREMENTS

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

The vendor shall follow student eligibility requirements that meet or 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.

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

## 3.1.23.1 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.

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

West Virginia resident's tuition fee for the Basic Course is \$100. West Virginia resident's tuition fee for the Experienced Course is \$100. Non West Virginia residents must pay full course tuition.

#### 3.1.23.2 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.

#### 3.1.24 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. Vendor Site Coordinators are responsible for contacting students of cancelled classes. Canceled classes

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must be reported to the WVMSP Coordinator or the WVMSP Administrative Office, in writing, within seven (7) days of the class cancellation. Such report shall include the reason for the cancellation.

**3.1.25 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.

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 loaned motorcycles.

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-CLOCS 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.

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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.

3.1.26 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.

3.1.27 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 WVSMP 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

3.1.28 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.

3.1.29 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.

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

3.1.31 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.

3.1.32 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.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by entering the unit price and multiplying by the estimated quantity to provide an extended price. Vendor shall then total all items to obtain the grand total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:

Connie Oswald  
Senior Buyer  
State of West Virginia - Purchasing Division  
2019 Washington Street East  
Charleston WV 25305-0130  
Phone: 304-558-2157 Fax: 304-558-3970  
Connie.S.Oswald@wv.gov

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within N/A working days after orders are received. Vendor shall deliver emergency orders within N/A working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.



## REQUEST FOR QUOTATION

## DMV140022

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

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**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. MISCELLANEOUS:**

**7.1** The Vendor understands that this Agreement requires access to Personally Identifiable Information or PII found within the WVDMV's records. Personally Identifiable Information includes any information that can identify a person including, but not limited to the name, address, social security number, driver's license number, date of birth, photograph, computerized image, telephone number, medical information or disability information of any person or organization found in DMV records.

The Vendor understands that any PII obtained from the WVDMV's records are subject to the federal Driver Privacy Protection Act and the West Virginia Uniform Records Disclosure Act, hereinafter WVURDA found at West Virginia Code §17A-2A-1 et seq. A copy of the WVURDA is attached and made a part of this Agreement.

The Vendor and its employees, agents, contractors, subcontractors, assigns and heirs agree to read the WVURDA and all personnel who will have access to the WVDMV's records must sign a Confidentiality Agreement prior to access to PII found within the WVDMV's records. Failure to comply with this provision may affect deadlines required by the Vendor. The Vendor agrees that failure to submit Confidentiality Agreements from all Vendor users of the WVDMV's records constitutes a breach of the Agreement and the WVDMV may terminate the Agreement without consequence to WVDMV on that basis. To complete the Confidentiality Agreement, the Division's Privacy Program must be reviewed by each user. Copies of the Division's Privacy Policy and the Confidentiality Agreement are attached and are made part of this Agreement.

The Vendor hereby agrees that it will only access PII as required to perform its duties under the Agreement. The Vendor understands that it is required to secure the PII that it accesses as part of this Agreement and to ensure that it is not accessed by unauthorized individuals, released to any other persons, companies or entities.

## REQUEST FOR QUOTATION

DMV140022

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

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The Vendor agrees to keep all personal and non-personal information accessed from testing applicants and WVDMV confidential and protected from intentional and unintentional disclosure;

The Vendor acknowledges that authorized access or transactions provide no right to possession or ownership by the Vendor to the WVDMV's data records or to the records of the testing applicants at any time;

The Vendor shall not access or retain any data submitted by testing applicants or by the WVDMV for any reason other than the information that it is required to retain under this Agreement in its transaction logs;

The Vendor will ensure that it does not aggregate information or create any databases to information which it has access, including WVDMV's data and data submitted by testing applicants for the purposes of building comprehensive data records or for any other purpose;

The Vendor will take all reasonable precautions to protect against unauthorized access or release of WVDMV data records, confidential records or confidential information in its custody;

The Vendor will follow the notification requirement if it discovers that information or services provided under this Agreement have been disclosed or are being used in violation of the federal Driver Privacy Protection Act, the West Virginia Records Disclosure Act, the federal Privacy Act of 1974 or any other state or federal laws. The Vendor shall also immediately notify the WVDMV within 24 hours by telephone at 304.558.2723 and by facsimile machine at 304.558.1987 as well as the West Virginia Office of Technology at 304.558.9966 or 877.558.9966 if it discovers that personal information provided under this Agreement have been disclosed or are being used in violation of the Agreement, or state or federal laws;

- 7.2 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.3 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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

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

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_



The classroom should be conducive for a good, positive learning environment. It should be clean and have enough space for participant comfort. It should contain the audiovisual and instructional equipment and materials to facilitate RiderCoach instruction and participant learning. Ideally, the classroom should be near the range.

All students must wear the following personal items for all on-motorcycle instruction:

1. Helmet and eye protection.
2. Over-the-ankle footwear (not cloth, canvas, etc.)
3. Long non-flare denim pants or material of equivalent or better durability.
4. Long-sleeved shirt or jacket.
5. Full-fingered gloves, preferably leather.

Helmets must have, at minimum, a DOT approval. Since these helmets are shared by students, special care should be given to maintain their sanitary condition.

There are several methods for procuring motorcycles for instruction. They can be leased, rented, borrowed or purchased.

A free loan program is provided by several of the Motorcycle Safety Foundation manufacturer sponsors. A standard loan agreement form (see "Supplementary Materials") is available from the MSF for this program. Each manufacturer determines their loan procedures and available models. To assure that you are following the most current procedures, contact the Motorcycle Safety Foundation.

The loan program is a voluntary program for dealers. They are not required by the manufacturers to participate. Therefore it is advisable for sponsors to carefully nurture their dealer relationships to assure their support.

## The Classroom

## Personal Gear

## Obtaining Motorcycles

**RFQ: DMV140022**

**Attachment 1  
"Facilities and Equipment Standards"  
(Extract from MSF RiderCoach Guide)**

## Dealer Loan Program

The use of a variety of motorcycles is an effective method for familiarizing your students with the different makes and models. It is unlikely that one dealer can provide all the motorcycles you need. Don't wear out your welcome at any one dealership or alienate another. Identify all the dealers in your area that you will visit for support.

Some manufacturers prefer that you contact them first for loan requests. They, in turn, initiate the contact and paperwork with the dealer. Others prefer that the sponsor initiate dealer contact. Be sure you know which procedure is used before you embark on your quest for loan motorcycles.

Start the process early. If yours is a new program, initiate your request at least three months prior to the anticipated actual delivery of the motorcycles.

Understand the loan agreement. The dealer(s) may not be familiar with the loan form. Make sure you have covered all aspects of the contract. Delete or add provisions to conform with any special arrangements. Specify the dates they are to be picked up and returned. Be absolutely sure both parties know and understand their responsibility for repairs.

## Dealer Recognition

As a businessperson in your community, the dealer should be given recognition for their support to your program. The Motorcycle Safety Foundation can provide you with an MSF Certificate of Recognition that you can present to your dealers. To order the certificate, contact the Program Services Department at MSF.

Consider presenting the certificate in a frame as a special occasion — perhaps an appreciation dinner or presentation with a graduating class. Try to obtain media coverage of your presentation by your local newspaper or television station. Few circumstances would warrant your merely sending the certificate in the mail.

Dealer recognition should be an ongoing activity to assure your good relationship which is necessary to a successful program sponsor.

## Other Dealer Support

Dealers can support you in additional ways besides offering loan motorcycles. Studies have consistently identified dealers as a source of student referrals.

Some dealers are able to supply motorcycle parts and materials such as oil, spark plugs, brake and clutch levers, and helmets. Dealers have also contributed by offering student tuition discounts, discounts on motorcycles and accessories, cooperative advertising in local newspapers; and by displaying promotional flyers, hangtags and business cards.



Proper maintenance of course motorcycles is the responsibility of the sponsoring agency and/or state program. T-CLOCS inspections should occur regularly to assure the motorcycles are in safe operating condition. Routine and regular maintenance intervals should be followed as recommended in the owner's manual and by the manufacturer.

Motorcycle and course equipment should be stored and secured in appropriate facilities for protection from environmental factors and theft or vandalism.

A recommended layout for the riding area (range) is included with this Guide. It assumes a standard, minimum riding area of 120' x 220', with sufficient buffer space for safety considerations. Generally, a minimum size for the overall range area is 160' x 260'. Adjustments can be made as long as minimum space for exercise operation and safety exists.

Safety of the students, RiderCoaches, and other personnel and coaching staff should remain the final determining factor in deciding whether training will be conducted. However, state policies and procedures, area weather concerns, range surface conditions and the practicalities of being a public service organization must be taken into consideration as well. The decision to conduct any training, based on the ability to meet MSF's educational and safety standards, rests with motorcycle safety administrators and the RiderCoach(es) conducting the training.

The Motorcycle Safety Foundation takes the position that training not be conducted during a thunderstorm, snowstorm, windstorm, with ice on the range or if the RiderCoaches determine the safety of the students to be at risk.

State regulations should be formulated concerning when and under what weather conditions the *RiderCourses* will be conducted.

## Maintaining the Motorcycles

## Storage Area

## Range Layout

## Inclement Weather



## Diagram – Range Layout

The range should be selected with safety in mind. Ideally, the surface should be smooth and flat, and free from hazards and obstacles. The riding area should be closed off from regular vehicular traffic and far enough from existing traveled roadways to provide a buffer area should a rider momentarily lose operational control. The runoff area for the range in general and for exercises specifically is recommended to be a minimum of 20'. It is possible to arrange exercises around permanent objects such as light poles and curb dividers, as long as exercise-specific distances and space guidelines are followed.

General procedures for preparing and laying out the range are provided. Although there are many ways to lay out a range, a basic step-by-step approach is provided below. It consists of the following 6 steps:

### Step 1 Preparation and General Guidelines

When marking a range, it is important to consider how the riding area will look from a participant perspective. The path of travel for each Range Exercise (RE) should be readily identifiable. In some instances it may be best to paint lines to minimize the need for cones.

Helpful items for range layout and marking include:

- two 300' tape measures
- a 150' tape measure
- a 25' tape measure
- a 2" template for marking cone locations
- lumber crayons and chalk
- spray paint
- a 250' chalk line
- colored duct tape



Where possible, color-coding a range can be beneficial to simplify cone movements between exercises.

Although one person can lay out the range by using a variety of techniques such as securing the tape measure/chalkline to nails driven in the surface, it is simpler and faster for two or more persons to assist in the layout. It should also be noted that all items on the above list are not absolutely necessary, and the task can be completed with fewer materials than listed. Where available, the additional materials may make the task simpler, or faster, or both. In many cases, the reader may have already found techniques and/or materials that work for them.

The diagrams on the following pages will accommodate all range activities in the MSF Basic *RiderCourse*. Begin by establishing a true rectangle on your selected paved range area. The standard range rectangle (perimeter) will measure 120' by 220' with a diagonal measurement of 250'-7". This layout must be as accurate as possible, since all subsequent markings and measurements will use this perimeter as the baseline.

Mark all cone locations and markings with chalk or crayon before painting final locations. It is recommended that the corners and/or perimeter line/10' dots (if used; see Diagram 2) be painted before chalking/markings the remainder of the markings and dots. After all of the cone locations and markings have been laid out with chalk or crayon, check the entire layout before proceeding to paint the lines and cone locations.

## Step 2 Mark The Rectangle

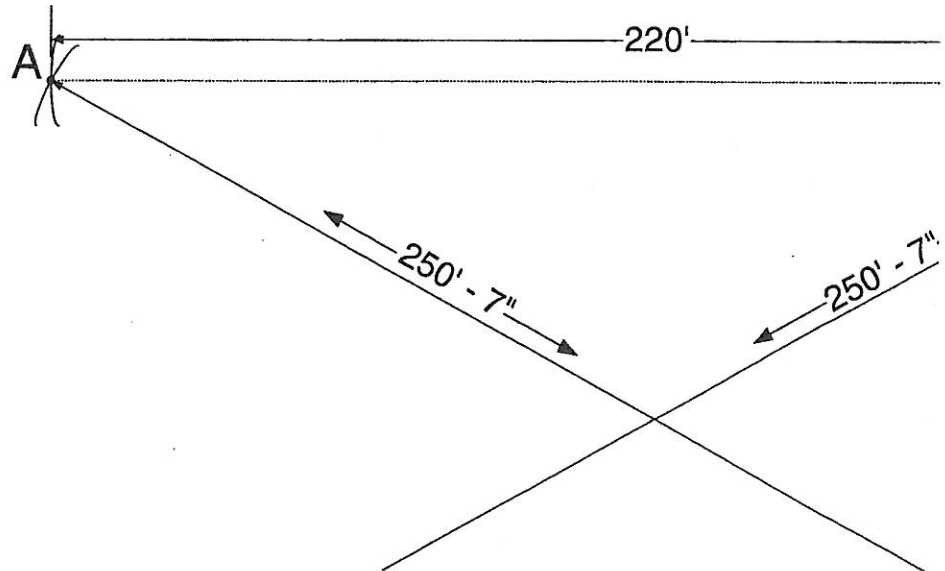


Diagram 1

Select a location to layout a straight baseline that is 120' long. This baseline location must meet the range criteria for minimum runoff and location of obstacles in and beyond the runoff area. Label Point B and measure 120' to establish the location of Point C. Label Point C. Points B and C are the first two corners of your true rectangle.

From Point C, swing a 220' arc toward Point D and then swing a 250'-7" arc toward Point A.

From Point B swing a 220' arc toward Point A and a 250'-7" arc toward Point D. Where the arcs at Point A and D intersect are the third and fourth corners of your true rectangle. Label the points A and D.

Mark the boundary of the perimeter by connecting points A, B, C, and D. This may be done by chalk line between the points, or by driving a nail into the pavement at each of the corners and connecting a string around each of the four corners.

Although not required, it is recommended that the reference dots (10' spacing) also be painted along the long sides of the perimeter (Diagram 2). Although some of these reference dots are in the same location as other dots for specific range exercises, they allow an easy visual reference for the perimeter of the range. If the sponsor permits, you may also consider painting the entire perimeter line for easier visual cues for the riders. If you elect to paint the entire perimeter line, the perimeter corners (sometimes referred to as perimeter turns) should be a different color from the rest of the perimeter line.

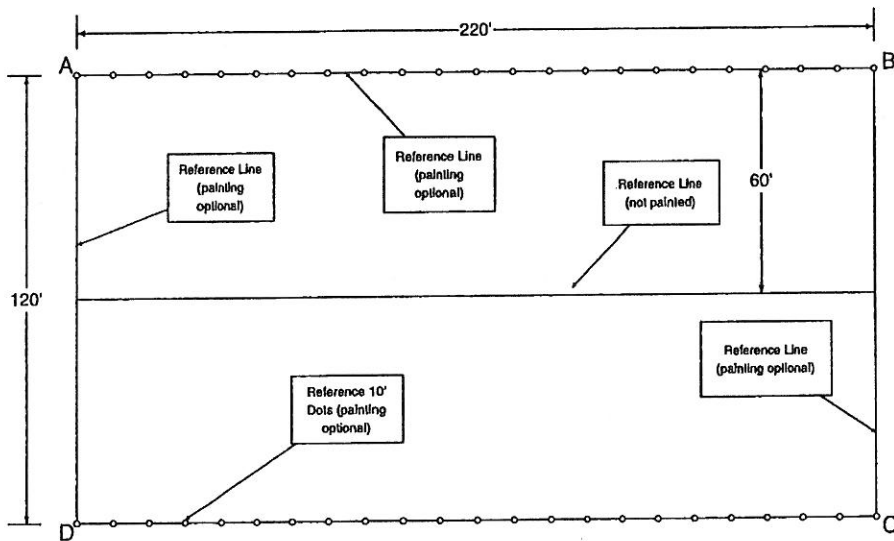


Diagram 2

### Step 3 Marking the Dots, Reference Points, and Straight Lines

TABLE 1: Cone and Reference Point Placements

Reference line (ft)	Marking locations (ft), measured across short dimension of range
0	0, 20, 40, 60, 80, 100, 120
6	10, 50, 70, 110
10	5, 6, 54, 66, 114
11	81
19	61, 81
20	-5, 0, 5, 16, 20, 40, 60, 115, 120, 125
25	67
30	10, 30, 32.5, 37.5, 90, 110
35	49
39	81, 101, 109
40	74, 80
41	54
45	73, 97
50	0, 59, 61, 81, 89, 120
59	101, 109
60	30, 47.5, 52.5, 60, 67.5, 72.5, 73, 74, 80, 81, 87, 89, 90, 97, 107, 114, 120
65	117
70	0, 8, 20, 100, 120
73	83.5, 86.5
75	83.5, 86.5
80	0, 3, 16, 20, 40, 117, 120
90	0, 59, 61, 120
91	6
95	10, 117
110	0, 8, 20, 32.5, 37.5, 82.5, 87.5, 100, 110, 120
125	10, 117
129	6
130	0, 59, 61, 120
140	0, 3, 80, 100, 104, 117, 120
145	33.5, 36.5
147	33.5, 36.5
150	0, 8, 20, 35, 45, 75, 85, 100, 120
155	117
160	0, 5, 6, 13, 23, 30, 31, 33, 39, 40, 46, 47, 47.5, 52.5, 57.5, 60, 62.5, 67.5, 72.5, 90, 115, 120
161	101, 109
170	-5, 0, 5, 31, 35, 39, 45, 59, 61, 75, 85, 115, 120, 125
175	23, 47
179	54
180	0, 5, 115, 120
181	81, 101, 109
185	49
190	10, 30, 82.5, 87.5, 90, 110
195	67
200	0, 5, 80, 100, 104, 115, 120
201	61, 81
209	81
210	5, 6, 40, 46, 114
214	10, 110
220	0, 20, 100, 120

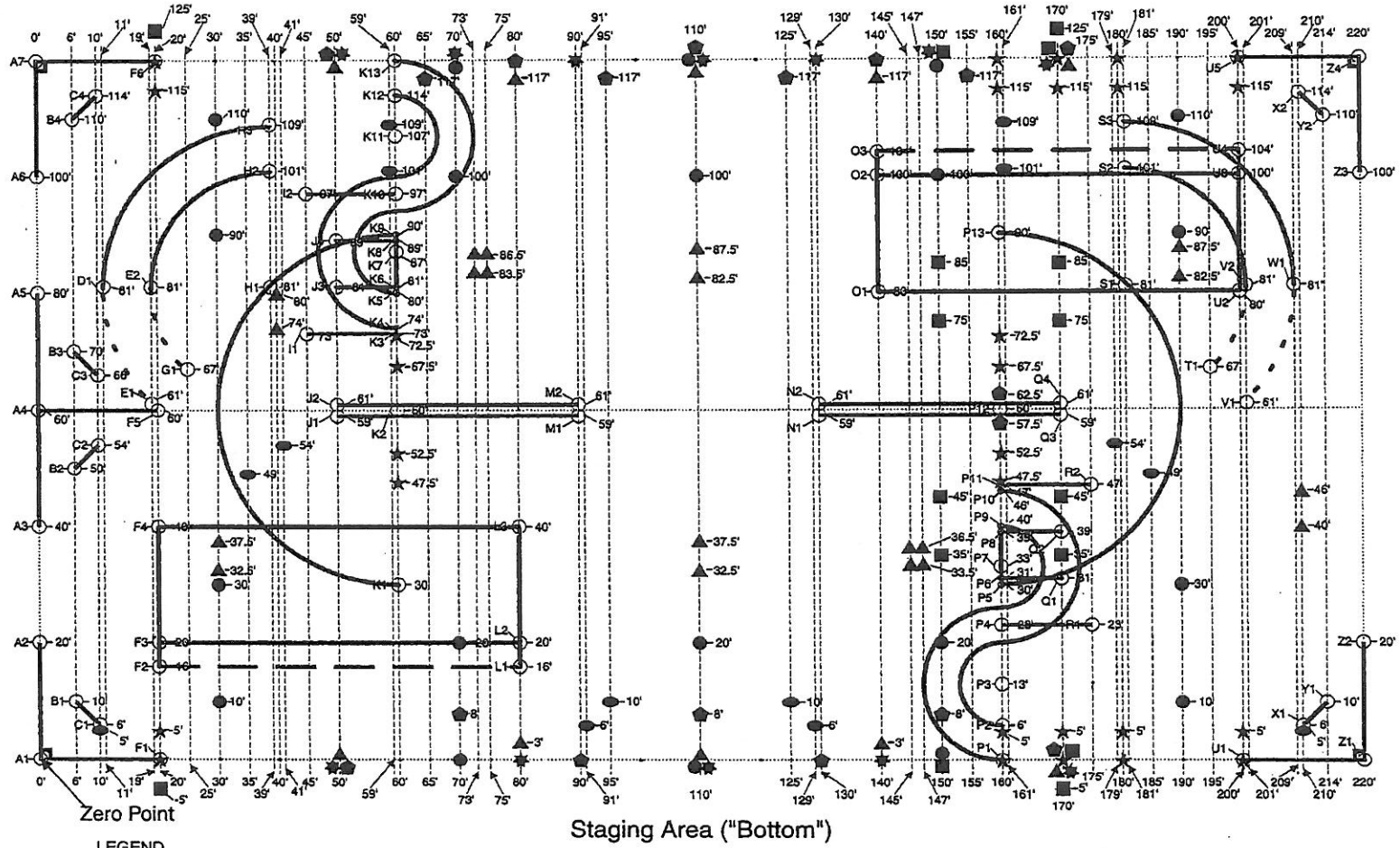


Diagram 3

LEGEND

● Circle: RE-3	▲ Triangle: RE-11/15/16	★ 7-Star: RE-5	○ Oval: RE-13
★ 5-Star: RE-4/9	■ Square: RE-12	⬠ Pentagon: RE-6	○ Open Circle: Ref. Point



Table 1 shows the location of the reference points for the arcs, boxes/other straight lines and the dots for cone placements for the range exercises. Diagram 3 shows the same marking points and also includes a suggested coding for the range exercise cone placements. In both cases the reference point ("zero point" marked on Diagram 3) is the bottom left corner of the range.

The diagram has dashed reference lines across the long side of the range that extend all the way across the short dimension of the range. These lines are not marked on the pavement, but serve only as reference lines to determine the location of the various cone placements or reference points used to mark the lines and arcs.

Standing in the staging area, the locations of the dashed reference lines are measured from the left side of the range; the locations of all dots and reference points are measured from the bottom (closest side) of the range. When using Table 1 instead of the diagrams, the numbers in the far left column represent the location of the dashed reference lines, and the numbers in the next column to the right identify where marks must be placed on the pavement to locate the cone placements and reference points.

Diagram 3 shows the dots coded by 7 different shapes. It is recommended that either colors and/or shapes be used as shown here to avoid confusion when using the dots as placement locations for cones when conducting the range exercises. The size of the dots in this diagram are much larger than normal for clarity. When two or more dots are shown at the same location (i.e., the same location is used for more than one range exercise), only one measurement is marked at that location. When painting the location of these dots, you may consider using multiple colors and/or different shapes clustered closely around the required location.

When using the diagrams or the table, the following procedure is useful:

- Using a long tape measure (220' or longer), mark the location of each of the dashed reference lines (e.g., 0', 6', 10', 11', 19', 20', etc.) on both long sides of the range,
- Hold a shorter tape measure (120' or longer) across the short dimension of the range at the marked locations for the dashed reference lines,
- Mark the placement of the dots and reference points along each dashed reference line with chalk or crayon, using either the diagrams or Table 1 to determine the correct placement of the points.

It is recommended that only temporary marks be placed on the pavement at this time. Each of the marked locations could be identified with a chalked number to indicate exercise number or with the reference point designation shown on the diagrams (e.g., B1, C1, etc.), **or** you can simply mark all the locations of dots/reference points without notations at this time. In either case, as you prepare to paint the "permanent" locations of the dots or lines, using your selected color coding or symbols, we suggest that you set cones at the appropriate locations for each range exercise to ensure that you have the correct locations before you paint the dots or lines.



### Connecting The Straight Line Markings

### Step 4

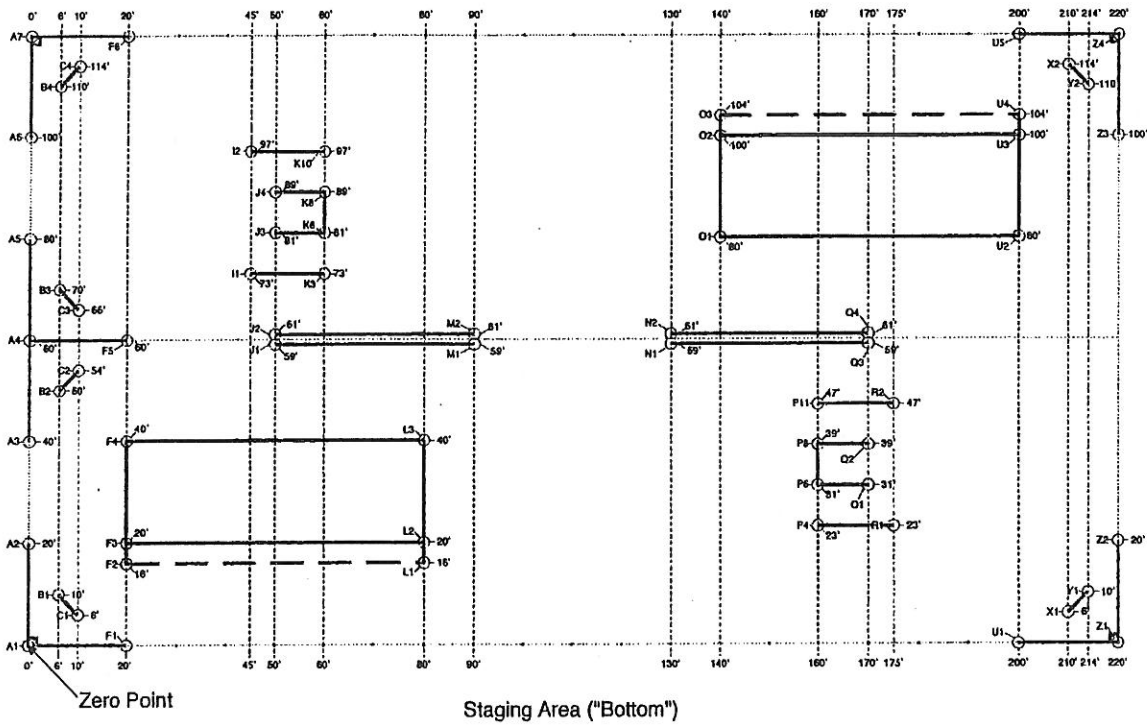


Diagram 4

The reference points (open circles on Diagrams 3 and 4) are used to identify the location of the starting/ending points of all straight lines and arcs on the range layout. For clarity, Diagram 4 shows only the reference points for the straight line markings. For each straight line, snap a chalk line from reference point to reference point, and then paint the lines using a solid contrasting color.

## Step 5 Marking the Arcs

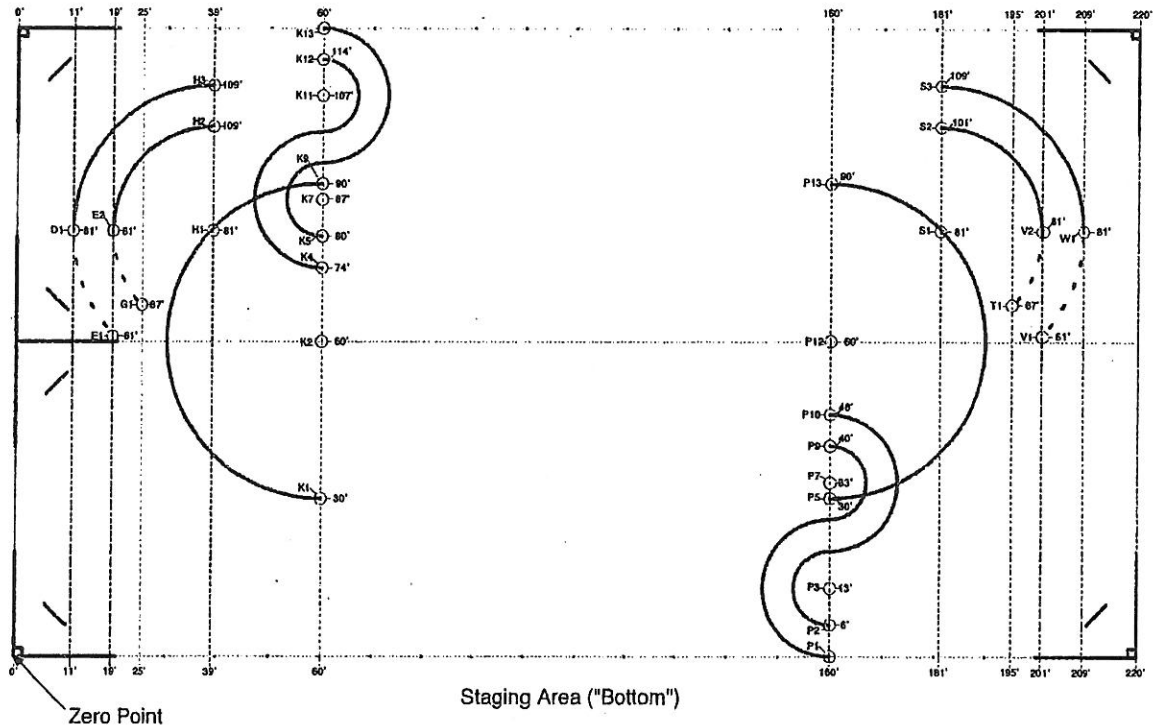


Diagram 5

Diagram 5 shows the dimensions and placement of the S-turns, cornering curves ("eyebrows"), and the ends of the oval. To mark any of these arcs, the following procedure may be useful:

- Find the center of the arc from Diagrams 3 or 5 (Note: The reference points shown on Diagrams 3 and 5 were measured and marked during Step 3 above),
- Either drive a nail into the pavement at that point, or have an assistant hold the end of the tape measure at that point,
- With the end of the tape measure securely held at the center of the arc, hold a chalk/crayon at the appropriate place on the tape measure and mark a line through the full range of the arc,
- Finally, paint the marked line with spray can, paint striping machine, or roller.

## Final Review

## Step 6

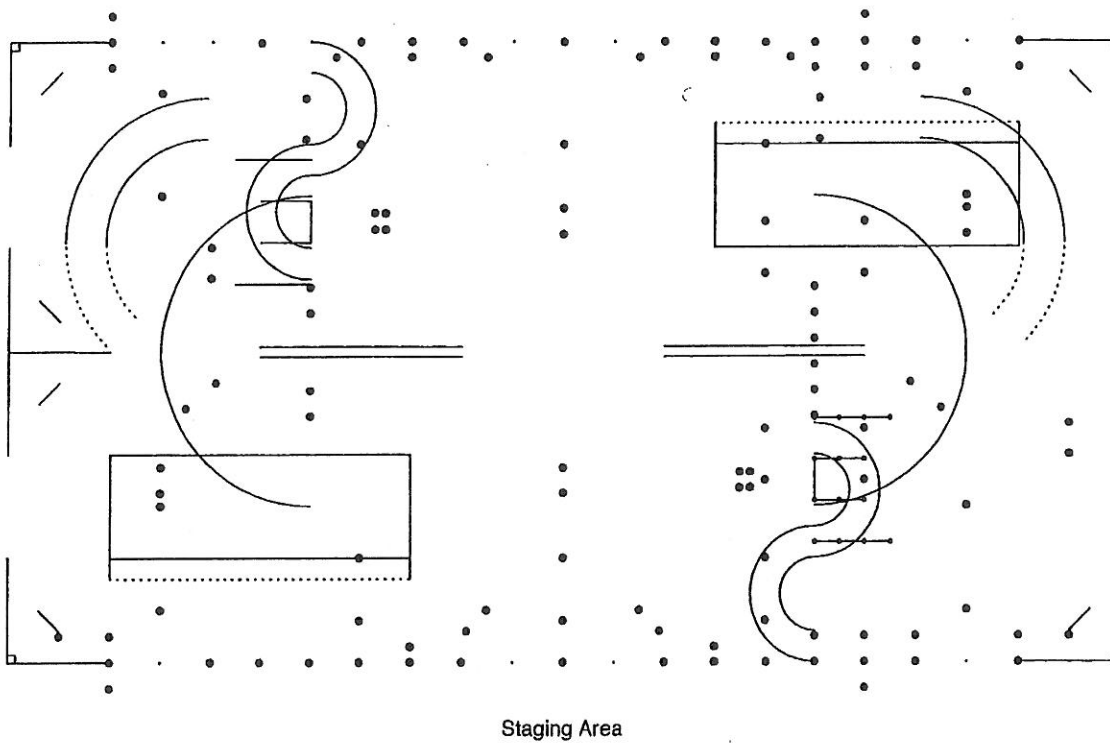


Diagram 6

As a final check to insure that all lines, arcs, and dots have been marked/painted, Diagram 6 shows what your range should look like when you have finished. As in previous diagrams, all dots (cone placement locations) are shown larger than normal for clarity, and this diagram does not show different symbols for the cone placements for each exercise.

## Supplies and Materials

Here is a partial list of equipment and materials necessary for conducting the Basic *RiderCourse*:

- RiderCoach Guide
- Rider Handbook
- Range Cards
- State Driver's Manual
- Registration and Waiver Forms
- Classroom equipment (chalkboard, easel, markers, tables, etc.)
- Training aids, equipment and software
- Motorcycles
- Cones/markers
- Safety equipment (first aid kit, fire extinguisher, emergency numbers)
- Motorcycle supplies (plugs, levers, oil, fuel cans and fuel, rags)
- Battery charger
- Tire pump/air compressor
- Spray paint, chalk, duct tape, tape measures
- Tools
- Classroom/participant materials (handouts, tests)
- Range materials (score sheets, clipboard, stopwatch, whistle)



**MOTORCYCLE SAFETY FOUNDATION**  
***RiderCourse*<sup>®</sup> RiderCoach**  
**RULES OF PROFESSIONAL CONDUCT**

Only MSF-certified RiderCoaches can conduct the Basic *RiderCourse*<sup>®</sup>. Rules of conduct include, but are not limited to, the following:

1. Conduct *RiderCourses*<sup>®</sup> that meet the standards of the MSF curricula.
2. Correctly demonstrate all range exercises.
3. Correctly evaluate and coach student rider skills.
4. Maintain student safety to the highest degree possible.
5. Demonstrate safe riding habits by always wearing protective gear when riding to, from and during rider training activities. Ideally, all protective gear is worn at all times.
6. Currently operate a motorcycle on a frequent, routine basis.
7. Ride free of alcohol and other drugs.
8. Keep a good riding and driving record.
9. Complete RiderCoach Professional Development as specified.
10. Keep MSF informed of any personal address; return MSF RiderCoach surveys promptly.
11. MSF RiderCoach certification acknowledges only that a person is certified to teach MSF *RiderCourses*<sup>SM</sup> for which certification requirements have been met. MSF RiderCoach certification may not be used as evidence beyond credibility to conduct MSF *RiderCourses*.
12. Conduct themselves in a professional manner that includes: appearance; appropriate language, exhibiting positive verbal and written messages; positive interaction with others that is free from intimidation or threat, consistent with the best interest of MSF and its mission.
13. MSF RiderCoach certification does not authorize a person to make public statements on issues related to motorcycle safety on behalf of MSF, to serve as an expert witness on motorcycle safety issues, or to address the public on matters outside curriculum presentation, primarily on the basis of MSF RiderCoach certification and does not imply representation of corporate MSF.

RiderCoaches are encouraged to support motorcycle safety programs and are not prohibited by MSF from speaking to the media, participating in a legislative or legal process, or expressing their opinions, as private citizens.

I agree to abide by the rules of professional conduct for MSF certified *RiderCourse*<sup>®</sup> RiderCoaches.

\_\_\_\_\_  
 Name (print)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature



## RFQ DMV 140022 Attachment 2 How to become a RiderCoach

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### Be a RiderCoach

**RiderCoaches are the backbone of the *RiderCourse*<sup>SM</sup> training system. Completing an intensive RiderCoach Preparation Course is one of the main requirements for becoming an MSF *RiderCourse*<sup>SM</sup> Certified RiderCoach.**

During the RiderCoach Preparation Course you'll learn the nuts and bolts of teaching the MSF's **Basic *RiderCourse*<sup>SM</sup> (BRC)**. In some programs, your RiderCoach Preparation Course may include the details of teaching the **Basic *RiderCourse 2*<sup>SM</sup> (BRC2, formerly ERC Suite)**. However, many programs prefer to provide your BRC2 update at a later time--after you've gained experience teaching the BRC.

### **Who teaches the RiderCoach Preparation Course?**

MSF-certified RiderCoach Trainers teach the course. These specially trained RiderCoaches have completed the MSF's RiderCoach Trainer Preparation Course and are authorized to train candidates for MSF RiderCoach certification.

### **What qualifications do I need to enroll?**

You must be a licensed motorcyclist, at least 18 years old, who currently rides on a frequent, routine basis. You should have several years of varied riding experience. As a teacher, you need good communication skills. As a RiderCoach, you'll be called upon to give your time to help teach *RiderCourses*. Although you may get paid, you won't become rich in this field. A sincere desire to help reduce motorcycle accidents, injuries, and deaths is the prime motivator of *RiderCourse* RiderCoaches.

### **What does the course cover and what are the completion requirements?**

The course is approximately 60 hours long. Course schedules will vary; you should plan on 7 to 10 days of intense training.

**As a part of the course, you'll be required to pass a riding-skill test. It is the same test used in the MSF's Basic *RiderCourse*; however, the standards are higher for RiderCoach candidates.**

During the course, you'll learn how to teach the BRC curriculum. You'll practice teaching in the classroom. You'll learn how to manage the range exercises and how to evaluate and coach students as they develop their riding skills.

At the end of the training portion of the course, you'll be given a knowledge test. You must pass it to continue in the program.

The course culminates when you and your classmates teach a complete BRC to a group of new riders. The RiderCoach Trainers will evaluate your performance. Successfully completing student teaching is your final requirement to qualify for MSF *RiderCourse* RiderCoach certification.

As a RiderCoach candidate, you'll use the RiderCoach Guide for the BRC. You'll also receive many MSF materials, reports, and instructional handouts to start your own reference library. Depending on the sponsor, you may also receive RiderCoach Range & Classroom Cards for the ERC Suite and information on teaching this program.

### **What is the course schedule?**

It depends. There is a 7 consecutive day schedule, a 2 four-day weekend schedule, and a 3-weekend schedule. Some colleges and universities offer the course as a semester program.

### **When is the course offered?**

Typically a course is offered when there is a need for RiderCoaches in a particular area. The course is

## RFQ DMV 140022 Attachment 2 How to become a RiderCoach

organized by a state program, a military sponsor, or an area RiderCoach Trainer.

### **How can I find out when/where a course will be offered?**

Many programs provide the MSF with schedules of their RiderCoach Preparation Courses. If one isn't available, the MSF can provide you with a contact in your area.

Click here for info on how to contact your State/Military Coordinator for more details and an application for the RiderCoach Preparation Course. If your state does not have a Coordinator, you may contact the MSF. Our address and phone number is:

**Motorcycle Safety Foundation**  
2 Jenner Street, Suite 150  
Irvine, California 92618-3806  
Phone: (949) 727-3227 / FAX: (949) 727-4217

### **What does the course cost?**

The national average is about \$100.00. It can be more; occasionally, less. Generally, tuition will depend on financial support available from state or military programs. For private programs, it may depend upon how many candidates enroll. We recommend that 12 qualified candidates be committed to attend the course to maximize the cost efficiency.

### **Be prepared!**

If you enroll in a course, go prepared to ride! Every day! Required riding gear includes a helmet that complies with DOT standards; eye protection; over-the-ankle, sturdy leather footwear; long pants; long-sleeved shirt or jacket; and full-fingered gloves (preferably leather).

Be prepared to spend time studying during off-class hours. This is an intensive program that requires a lot of work and concentration. Do not enroll unless you can attend every class meeting.

MSF highly recommends you complete a BRC prior to the RiderCoach Preparation Course. Some programs require this prior to accepting candidates in the RiderCoach Preparation Course.

**Exhibit A Pricing Page RFQ: DMV 140022**

	<b>Item Description</b>	<b>Estimated Yearly</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>1</b>	<b>Basic Rider Course</b>	<b>1700</b>		
<b>2</b>	<b>Experienced Rider Course</b>	<b>300</b>		

<b>Grand Total</b>				
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**Basis for Award: Lowest Cost meeting specifications.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_

\_\_\_\_\_  
Address

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

State of West Virginia  
**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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: \_\_\_\_\_

RFQ No. DM140022

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

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

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** \_\_\_\_\_

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

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(Company)

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(Authorized Signature)

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(Representative Name, Title)

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(Phone Number)

(Fax Number)

---

(Date)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DMV140022**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

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Company

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Authorized Signature

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Date

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