



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

State of West Virginia Master Agreement

Order Date: 10-06-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0066 DOT2200000032 1	Procurement Folder:	949823
Document Name:	Statewide Courtesy Patrol - 66210079	Reason for Modification:	
Document Description:	Statewide Courtesy Patrol - 66210079		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-10-07
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-10-06

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000015242 INCIDENTCLEAR LLC PO Box 100 Saint John IN 46373-0100 US Vendor Contact Phone: 219-895-6563 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Martha A Gibson Requestor Phone: (304) 558-9495 Requestor Email: marty.a.gibson@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

10-7-21

Bar

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: 10/06/21

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 10/12/2021

ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Incidentclear LLC., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Statewide Courtesy Patrol per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 08/17/2021, Addendum_2 dated 08/17/2021, Addendum_3 dated 08/23/2021, Addendum_4 dated 08/26/2021 and the Vendor's bid dated 08/30/2021, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	90121800			MO	345750.000000
	Service From	Service To			

Commodity Line Description: STATEWIDE COURTESY PATROL - Monthly Cost

Extended Description:

Monthly Cost - STATEWIDE COURTESY PATROL CONTRACT - 66210079

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	15101506			GL	3.082000
	Service From	Service To			

Commodity Line Description: STATEWIDE COURTESY PATROL - Fuel

Extended Description:

FUEL COST - STATEWIDE COURTESY PATROL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	90121800			HOUR	26.310000
Service From		Service To			

Commodity Line Description: STATEWIDE COURTESY PATROL -Hourly Rate

Extended Description:

Hourly Rate - STATEWIDE COURTESY PATROL CONTRACT - 66210079

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 October 7, 2021 and the initial contract term extends until (3) THREE YEARS.

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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to TWO (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached _____
Revised 04/21/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the contract via change order to memorialize the official date that work commenced.

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. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 2,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ State of West Virginia must be listed as additional Insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E. Bldg 5
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

40. 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.division@wv.gov.

41. 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.

Revised 02/10/2021

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

42. 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 of such operations, from steel made by the open hearth, 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:
- c. 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
- d. 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.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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

Ryan Davids Managing Member
(Name, Title)
Ryan Davids, Managing Member
(Printed Name and Title)
215 Michigan Avenue, Nitro, WV 25143
(Address)
(219) 895-6563 / (219) 476-3998
(Phone Number) / (Fax Number)
rdavids@incidentclear.com
(email address)

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

IncidentClear, LLC
(Company)
Ryan Davids Ryan Davids, Managing Member
(Authorized Signature) (Representative Name, Title)
Ryan Davids, Managing Member
(Printed Name and Title of Authorized Representative)
8/30/2021
(Date)
(219) 895-6563 / (219) 476-3998
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Statewide Courtesy Patrol Program

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways for the operation of a Statewide Courtesy Patrol Program. The Courtesy Patrol Program operates on all West Virginia Interstate and Appalachian Corridor routes, except for a portion of I-77 which is managed and maintained by the West Virginia Parkways Authority, refer to Information Exhibit 1 "West Virginia Routes" (EX 1), for a listing of routes.

The primary purpose of the Courtesy Patrol Program is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's interstate and corridor routes.

NOTE: At no time shall an employee of the Vendor consider themselves as an employee of the State of West Virginia. Both the State of West Virginia and the Vendor understand that participation in this program in no way creates an employment relationship between the Vendor and their employees with the State of West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this solicitation. Additional definitions can be found in Section two (2) of the General Terms & Conditions.
- 2.1. "Contract Items" means the operation of a Statewide Courtesy Patrol Program on behalf of the WV Division of Highways on the routes specified in Exhibit 1 "West Virginia Routes" (EX 1).
- 2.2. "Pricing Pages" means the pages, contained in wvOASIS, or attached hereto as Attachment A "Pricing Page" (ATT A), upon which Vendor should list its proposed price for the Contract Services and will be used to evaluate the solicitation responses.
- 2.3. "Solicitation" means the notice of an opportunity to supply the State with goods and/or services that is published by the Purchasing Division.
- 2.4. "16/7, 365/366" means 16 hours per day, seven days per week, 365 or 366 days per year.
- 2.5. "APD" means Appalachian Corridor Route.
- 2.6. "Losses" means any actual loss, including but not limited to, liability, cost, damage, claim, deficiency, penalty, tax, fine, or expense (including attorneys' fees and expenses and all amounts paid in investigation or defense, and all amounts paid in settlement, of any claim or action).

REQUEST FOR QUOTATION
Statewide Courtesy Patrol Program

- 2.7. **“Center or Center(s)”** means Vendor’s Staff Dispatch Communication Center.
- 2.8. **“CPR”** means Cardiopulmonary Resuscitation.
- 2.9. **“DMV”** means the West Virginia Division of Motor Vehicles.
- 2.10. **“GPS”** means Global Positioning Satellite that provides location and time information anywhere on or near earth where there is an unobstructed line of sight to four or more satellites.
- 2.11. **“ITS”** means Intelligent Transportation System. Reference: <http://www.its.dot.gov/>
- 2.12. **“Program”** means the West Virginia Courtesy Patrol Program.
- 2.13. **“TMC”** means the West Virginia Division of Highways Traffic Management Center.
- 2.14. **“WVDOH or Agency”** means the West Virginia Division of Highways.
3. **QUALIFICATIONS AND ELIGIBILITY:** Vendor shall have the following minimum qualifications to be awarded a contract.
- 3.1. Vendor shall have a Project Manager or other management that have successfully managed a similar State, Federal or Local Courtesy Patrol or similar for a period of 5 years. Vendor shall provide, at a minimum, one Project Manager’s name, the name of the project(s) of which they were responsible, and the dates of each project using **Attachment Form D “Project Manager’s Program Experience” (ATT D)**
- 3.2. **Anti-Discrimination:** By submitting their proposals, offerors certify to the WVDOH that they will conform to the provisions of the Federal Civil Rights Act of 1964. If the award is made, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract based on the recipient's religion, religious belief, refusal to participate in a religious practice, or based on race, age, color, gender, sexual orientation, gender identity or national origin.
- 3.3. **Immigration and Control Act of 1986:** By entering a written contract with the WVDOH, the vendor certifies that the vendor does not, and shall not during the performance of the contract for goods and services knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

REQUEST FOR QUOTATION
Statewide Courtesy Patrol Program

- 3.4. Hiring Preference:** Vendor shall give preference in hiring employees for this contract to individuals who have served in the military on active duty and were discharged under honorable conditions or are a participant in the State of West Virginia Welfare to Work program.

4. PROGRAM REQUIREMENTS:

- 4.1.** Patrol shall be 16/7, 365/366, between the hours of 3:00 PM and 7:00 AM. All designed route segments are required to be patrolled the full period.

NOTE: Any route segment not receiving full shift coverage must be reported to the WVDOH. An Information Attachment Form B "Missed Patrol Shifts" (ATT B), shall be completed by the Vendor and submitted per the instructions in Section 16.3 of these specifications.

- 4.2.** Patrol trucks shall patrol all routes to insure motorist response time of less than one hour. Routes are approximately 50-mile, one-way sections. Routes shall be driven in their entirety a minimum of one time per shift unless motorist assistance requires an exception. These routes are identified on Information Exhibit Form 1 "West Virginia Routes" (EX 1).

- 5. PANDEMIC-RESPONSE SAFETY PROTOCOLS:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or their designee.

6. VENDOR REQUIREMENTS:

- 6.1.** Vendor shall establish, publish, and maintain a statewide Courtesy Patrol Program toll free telephone number which shall be staffed 16/7, 365/366, between the hours of 3:00 PM and 7:00 AM. The Program toll-free number shall be prominently displayed on each patrol truck and shall be printed on all materials featuring the Program.
- 6.2.** Prior to each patroller's employment and every 180 days thereafter, the Vendor must obtain verification from the DMV that each patroller has a valid West Virginia vehicle operator's license.

REQUEST FOR QUOTATION
Statewide Courtesy Patrol Program

- 6.3. Prior to each patroller's employment, Vendor must obtain a complete, accurate and current background investigation from the West Virginia Department of Homeland Security. www.dhs.wv.gov.
- 6.4. **Uniforms** – Shall be provided by the Vendor with standardized colors and styles, which clearly identify the Program, the operating Vendor and have shoulder mounted Program logos. In addition to the standard uniform, each patroller shall have a reflective vest meeting all federally required reflective requirements. The WVDOH shall have final approval of the uniforms prior to implementation of the program.
- 6.5. **Drug Free Workplace:** During the performance of this contract, the vendor agrees to provide a drug-free workplace for the contractor's employees.
- 6.6. **Vendor's Communication Center(s):** The Vendor may choose to establish one centralized communications Center or multiple Centers to service the entire state. Center(s) shall be established, managed, and staffed to allow statewide communications 16/7, 365/366, between the hours of 3:00 PM and 7:00 AM. All notifications from patrollers shall be handled through the Center(s). The Center(s) shall provide the following:
- 6.6.1. The Center(s) shall have dedicated, experienced staff, with and telecommunications and GPS infrastructure to adequately communicate, monitor and dispatch all patrol units statewide. The Center(s) must be able to communicate with the Vendor's supervisory staff, the TMC and statewide law enforcement agencies and 911 Emergency Centers.
- 6.6.2. The Center(s) staff and all patrollers shall receive training and orientation in each category listed below, prior to being placed on active duty under this contract. All training shall be provided at no cost to the WVDOH or the employee receiving the training. The expenses associated with training and orientation are the responsibility of the successful vendor.
- 6.6.3. The successful vendor shall maintain training records including names of the training facilities/organizations along with names, dates, and locations of each of the classes. The Vendor shall furnish this information to the WVDOH upon request.
- American Red Cross and/or American Heart Association certification in CPR and First Aid
 - Homeland Security training
 - Amber Alert Program training
 - Defensive Driving Classes
- 6.6.4. Additionally, the Vendor shall require that each patroller receive training in the following skills:

REQUEST FOR QUOTATION
Statewide Courtesy Patrol Program

- Hospitality and Customer Service
- WVDOH policies and procedures
- Minor auto mechanics and repair
- Freeway incident management training
- Identification/reporting requirements, i.e., chemicals spills
- Proper two-way radio, cellular device communications and GPS tracking

7. FLEET:

- 7.1. Upon award of the contract the Vendor shall purchase the Fleet required in the performance of the program. The fleet shall consist of 34 full-size, half-ton pickup trucks with a minimum of 4 of them being 4-wheel drive. The Fleet shall be white, new model year with standardized Program reflective logos, WVDOH Courtesy Patrol logos and the Vendor's Name/Logo as well as toll free Program telephone number decals in accordance with **Exhibit 2 "Decal Requirements and Placement" (EX 2)**. All WVDOH logos and decals will be provided by the WV DOH in the form of a digital file suitable for decal production and the successful Vendor shall have manufactured and install. All costs associated with properly equipping and detailing the fleet vehicle shall be treated as incidental to the contract.
- 7.2. There shall be no subcontracts for performance or sponsorship by the successful bidder in the execution of this contract.
- 7.3. The WVDOH reserves the right to place additional graphics, logos, or the placement of a wrap on each or all vehicles in the fleet. The application of such graphics shall be at the expense of the WVDOH and the successful vendor will be given prior notice.
- 7.4. Ownership of the vehicle fleet will remain with the Vendor for the term of the contract. The Vendor shall maintain all vehicles in a safe operating condition including fuel, minor repairs and scheduled preventive maintenance. All vehicles shall continually remain in compliance with all applicable WV motor vehicle laws and regulations. Vendor shall provide vehicle service records to the WVDOH upon request. Throughout the life of the contract including any subsequent renewals, vehicle replacement will be at the discretion of the Vendor to adequately meet the terms of the contract.
- 7.5. Cab-mounted emergency bar light and the required hardware for each patrol truck shall be installed by the successful Vendor. The light bar shall be a standard strobe lightbar consisting of a combination of white and amber lenses and a minimum length of 36".

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- 7.6. Vehicle mounted arrow boards and the required hardware for each patrol truck shall be installed by the successful Vendor. The arrow board shall be a minimum length of 30".
- 7.7. 30 trucks shall be on patrol and four trucks shall be on-hand as spare. In no event shall the Fleet vehicles be used by the Vendor for any purpose not related this contract during the life of this contract. In no event shall the Vendor use the Fleet vehicles for commuting purposes.
- 7.8. If a vehicle is rendered unusable, logos should be removed when they are taken out of service.
- 7.9. Vehicle fuel will be at the expense of the successful Vendor. Fuel consumed will be clearly noted on monthly invoice and listed as a separate charge from other operating expenses. Only this expense will be adjusted annually. Fuel pricing will be adjusted up or down annually on the contract anniversary date based on east coast fuel prices as published by the U.S. Energy Information Administration. www.eia.gov
- 7.10. Vehicle Equipment will be at the expense of the successful Vendor, each Fleet vehicle shall be stocked and maintained on a continual basis with the following standard equipment and supplies:
- Cellular telephone – one per truck
 - Hands-free cellular telephone capability
 - Digital Tire Pressure Gauge – one per truck
 - GPS unit – one per truck
 - Mounted truck-bed metal type toolbox or locking tonneau cover – one per truck
 - 5 lb. Fire Extinguisher – two per truck
 - 24 in. Safety Cones with reflective stripes – ten per truck
 - Spike-less Safety Flares – 20 per truck
 - Standard Tool Kit for auto repairs – one per truck
 - Metric Mechanic Tool Kit – one per truck
 - Portable Air Tank – one per truck
 - Vehicle Jack with 4-way Lug Wrench – one per truck
 - Square or Flat Shovel – one per truck
 - 20 ft., 8-gauge Jump-Start Cables – one per truck
 - 25 lbs., Granular Fluid absorbent – one per truck
 - 24" Push Broom – one per truck
 - D-Cell Flashlight – one per truck
 - Ten-person Standard First Aid Kit – two per truck
 - Blankets – two per truck

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- 2.5-gallon container of water – one per truck
- 2.5-gallon safety type gasoline container filled– one per truck

8. PATROLLER EXPECTATIONS:

- 8.1. Patrollers shall always present a courteous and positive image for the State of West Virginia.
- 8.2. Patrollers are prohibited from accepting cash or any item of tangible value from a motorist who receives services.
- 8.3. Patrollers are prohibited from the use of tobacco products in Fleet vehicles during their operation. This includes smoke-less tobacco, cigarette, pipe, or vaping devices.
- 8.4. Patrollers are prohibited from possessing firearms or other deadly weapons while in the execution of their duties, in a program vehicle or on WVDOH property.
- 8.5. Patrollers shall provide telephone assistance to a motorist to call for assistance.
- 8.6. Patrollers shall place a towing service call for a motorist. The patroller shall contact the Vendor's Center who shall provide the contact information for the closest towing services and allow the motorist the option of selecting the towing service. If the motorist requests that the patroller select the tow service provider, the patroller must make the selection on a rotating basis, based upon the closest towing service. The patroller shall contact the TMC and may stay with the motorist awaiting towing service, if requested.
- 8.7. Patrollers shall monitor their assigned route during Amber Alert situations and shall contact the Vendor's Center who shall promptly notify the TMC and appropriate law enforcement agency(s) of the exact location and description of the situation.

9. DOH REQUIREMENTS:

- 9.1. **Nondiscrimination of Vendors:** A vendor shall not be discriminated against in the Request for Proposal or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment.
- 9.2. The WVDOH shall provide identification badges for all patrollers through the DMV. All costs associated with acquiring ID Badges shall be treated as incidental to the contract and the responsibility of the Vendor.
- 9.3. The WVDOH shall make available at the Vendor's request State of WV Highway Maps for the patrollers to provide to the motorists. The Vendor may contact the local WVDOH District Office for Maps.

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Statewide Courtesy Patrol Program

- 9.4. The WVDOH shall provide a "business card" which shall be given to the motorist providing details of the Program and soliciting feedback from the motorist.

10. CONTRACTUAL ASSISTANCE AND SERVICES: The Vendor's employee (or patroller) shall provide the following services:

- 10.1. Mechanically Disabled Vehicle (Problem apparent):** Perform the needed service if the problem with a disabled vehicle is readily diagnosed and can be easily remedied.
- 10.2. Mechanically Disabled Vehicle (Problem not readily apparent):** Call a towing firm or a relative/friend to assist the motorist if the vehicle cannot be repaired or the cause of the problem cannot be determined.
- 10.3. Unattended vehicle:** Unattended vehicles will be reported to the TMC with no further action unless directed to do so by the TMC.
- 10.4. Motor Vehicle Accident:** Under no circumstances should there be any attempt to repair an accident vehicle to make it mobile.
- 10.5. Assistance to Emergency Services:** The patroller shall assist as requested by emergency and law enforcement personnel at a variety of highway-related emergency situations by performing the following: securing the area; administering CPR or first aid, if required; and, positioning the patrol truck in such a manner to provide a safe zone for the emergency personnel. When requested to aid, the patroller shall follow law enforcement instructions at the scene of the incident. The instructions of law enforcement on the scene shall override and supersede any conflicting obligations or duties of the Vendor or the patrollers set forth herein.
- 10.6. Debris/Animal Removal:** The patroller shall remove animal carcasses, tire and other road debris which can safely be moved from the driving lane to the roadway edge and shall contact the Vendor's Center who shall promptly notify the TMC of the exact location and description of the situation.
- 10.7. Suspicious Activity:** All suspicious activities observed on roads and bridges shall be reported to the Vendor's Center who shall promptly notify the TMC and appropriate law enforcement agency(s) of the exact location and description of the situation.
- 10.8. Chemical Spills:** Suspected chemical spills on or near the roadway shall be reported to the Vendor's Center who shall promptly notify the TMC and appropriate law enforcement agency(s) of the exact location and description of the situation.

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Statewide Courtesy Patrol Program

- 10.9. Amber/Silver Alert:** The patroller shall monitor their assigned route during all Amber/Silver Alert situations and, if needed, shall contact the Vendor's Center who shall promptly notify the TMC and appropriate law enforcement agency(s) of the exact location and description of the situation.
- 10.10. Lane Closure:** The patrollers shall notify the TMC of any lane closures encountered, including and partial obstructions. They will provide location information, cause of closure and estimated time of reopening, if known.
- 11. ACCIDENTS INVOLVING PATROL VEHICLES:** Should any patrol vehicle become involved in any type of accident, the following procedures will be followed:
- 11.1.** The patroller, if able, will immediately inform the law enforcement (911), TMC and Vendor's Center of the exact nature of the accident and request necessary assistance (ambulance, tow truck) from law enforcement, including the presence of a law enforcement officer to investigate the accident and prepare an accident report.
- 11.2.** If possible, all patrol vehicles should be removed from the roadway. If it is not possible to remove the vehicles, the accident scene should be protected by signs, cones and flares as may be necessary to ensure the safety of individuals and retain the integrity of the accident scene.
- 11.3.** The patroller will adhere to current laws and regulations regarding post-accident procedures, including but not limited to, the exchange of driver information (names, addresses, phone number, and insurance information) and never flee the scene of the accident.
- 11.4.** The patroller may only resume the patrol of their area when requirements of 11.1, 11.2 and 11.3 above have been met and:
- 11.4.1.** Law enforcement have prepared a written accident report or has instructed that they are unable to do so.
- 11.4.2.** The vehicle is in a condition to resume patrolling.
- 11.4.3.** The patroller is physically able to resume patrolling.
- 11.5.** Should either the vehicle or the patroller be unable to resume their patrol area, the Vendor must have "Back-up" vehicles and a fully qualified staff ready to cover the patrol area on the next regularly scheduled shift.
- 12. DOCUMENTATION:** The following documents are required for successful bid submission:

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Statewide Courtesy Patrol Program

- 12.1. Pricing Pages:** Vendor shall complete the Pricing Page, Attachment A “Pricing Page” (ATT A), by providing the monthly cost to operate the statewide Program which shall include all components identified in the contract specifications. Failure to complete Pricing Page, Attachment A “Pricing Page” (ATT A), in its entirety may will result in Vendor’s bid being disqualified.
- 12.1.1.** On Pricing Page, Attachment A “Pricing Page” (ATT A), the Vendor shall multiple their monthly cost by 12 to extend the pricing for an Annual Cost.
- 12.1.2.** Additionally, on Pricing Page, Attachment A “Pricing Page” (ATT A), the Vendor shall provide a statewide hourly rate by dividing their Annual Cost by 5,840 hours (equal to 16-hour days, 365 days per year). And then dividing the result by the number of trucks utilized for patrols. Per Section 16.2, Reimbursement, of the contract specifications, the Vendor shall use this established hourly rate for calculation of reductions for any missed shift.
- 12.1.3.** Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.
- 12.1.4.** In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov
- 12.2.** Vendor shall provide federal and/or state enforcement agency documentation that the vendor has completed certified training for both Homeland Security and Amber Alert Programs. This documentation **MUST** be submitted with the Vendor’s bid submission. Failure to supply this documentation shall result in disqualification of the Vendor’s bid.
- 12.3.** Vendor shall provide documentation of their current membership in ITS. This documentation **MUST** be submitted with the Vendor’s bid submission. Failure to supply this documentation shall result in disqualification of the Vendor’s bid.
- 13. CONTRACT AWARD:** The Contract is intended to provide the Agency with a statewide Program as defined in this document. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total (12 months) cost as shown on the Pricing Page.
- 14. TRAVEL:** There shall be no separate mileage and travel costs associated with the performance of this Contract other than what is included in the costs of the Program and identified in the contract specifications.

REQUEST FOR QUOTATION
Statewide Courtesy Patrol Program

15. DELIVERY TIME: The successful Vendor shall supply the WV DOH with an implementation schedule addressing all contract requirements and the date in which they can operate the Program at 100% on all designated interstate and APD within 45 days of the award date of the contract.

16. REPORTING:

16.1. At the end of each service call, the motorist will be asked to fill out and send to the agency a survey postcard. The contractor is also responsible for obtaining and keeping an adequate supply of these postcards throughout the life of this contract.

16.2. Vendor shall provide vehicle service records to the WVDOH upon request.

16.3. Establish and maintain a records retention system and extensive database system capable of collecting and archiving detail data associated with the operation, responsibilities, and accomplishments of the Program. Information Attachment Form C "Guidelines for Courtesy Patrol Statistics" (ATT C), Guideline for Courtesy Patrol Statistics, should be completed and submitted each month with the monthly invoice. The WVDOH shall have the right to request this information at any time that it is deemed necessary during the life of the contract.

16.4. All audits and reviews, financial and otherwise related to the Program during the period of this contract and any subsequent renewals, shall be provided to the WVDOH.

16.5. The WV DOH may request at our discretion an onsite visit and all required records be made available for inspection.

17. ORDER ACKNOWLEDGEMENT AND PAYMENT: Payment and Reimbursement

17.1. Payment: Agency shall pay as shown on Pricing Pages, Attachment A "Pricing Page" (ATT A), for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. Their vendor may visit the WV State Auditor's website (www.wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at the WVDOH's discretion.

REQUEST FOR QUOTATION
Statewide Courtesy Patrol Program

17.2. Reimbursement: Any route segment not receiving the full shift coverage must be reported to the WVDOH and the Vendor shall deduct the hours of non-coverage. The Vendor shall provide the non-coverage hours with their monthly invoice. The Vendor shall complete **Information Attachment Form B "Missed Patrol Shifts" (ATT B)**, and submit, with each monthly invoice. Each invoice is to be adjusted for the missed shifts of the previous month. The total invoice reduction amount shall be a single line item on the monthly invoice.

17.3. Vendor shall complete an **Attachment Form B "Missed Patrol Shifts" (ATT B)** and submit with each monthly invoice deducting the portion of US-33 that is under construction until such time that section is open to traffic.

18. VENDOR DEFAULT:

18.1. The following shall be considered a vendor default under this Contract.

18.1.1. Failure to provide Contract Items in accordance with the requirements contained herein.

18.1.2. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

18.1.3. Failure to remedy deficient performance upon request.

18.2. The following remedies shall be available to Agency upon default.

18.2.1. Immediate cancellation of the Contract.

18.2.2. Immediate cancellation of one or more release orders issued under this Contract.

18.2.3. Any other remedies available in law or equity.

19. MISCELLANEOUS:

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: Ryan Davids
Telephone Numbers: (219) 895-6563
Fax Number: (219) 476-3998
Email Address: rdavids@incidentclear.com

REQUEST FOR QUOTATION
Statewide Courtesy Patrol Program

Vendor shall inform the Agency in writing of any changes to the information provided above and/or changes to support personnel supplied by the Vendor within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.



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

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 886402

Doc Description: ADDENDUM NO_1 STATEWIDE COURTESY PATROL -66210079

Reason for Modification:

ADDENDUM NO_1
Vendor Questions and Responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-17	2021-08-30 13:30	CRFQ 0803 DOT2200000032	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways for the operation of a Statewide Courtesy Patrol Program. The Courtesy Patrol Program operates on all West Virginia Interstate and Appalachian Corridor routes, except for a portion of I-77 which is managed and maintained by the West Virginia Parkways Authority, refer to Information Exhibit 1 "West Virginia Routes" (EX 1), for a listing of routes. The primary purpose of the Courtesy Patrol Program is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's interstate and corridor routes. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STATEWIDE COURTESY PATROL CONTRACT - 66210079				

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description:

STATEWIDE COURTESY PATROL CONTRACT - 66210079

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2021-08-20

SOLICITATION NUMBER: CRFQ DOT22000000032

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000032 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Bid Opening remains 08/30/2021 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ DOT2200000032

Addendum 1

Statewide Courtesy Patrol

To answer vendor posed questions.

Question #1: Will it be possible to purchase the vehicles used for the patrol from the state?

Response #1: No. The vehicles used in the performance of this contract cannot be purchased from the state as the present fleet will be incorporated into the WV DOH fleet or surrendered to surplus property as applicable.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000032

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

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

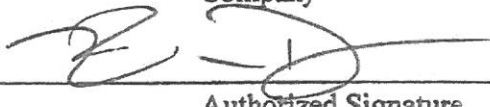
Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

INCIDENT CLEAR, LLC

Company


Authorized Signature
8/26/2021

Date

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



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

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 886402			Reason for Modification: ADDENDUM NO_2 Vendor Questions and Responses Correction of Specs. Correction of Error on Att. 1
Doc Description: ADDENDUM NO_2 STATEWIDE COURTESY PATROL -66210079			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-17	2021-08-30 13:30	CRFQ 0803 DOT2200000032	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:		
Vendor Name :		
Address :		
Street :		
City :		
State :	Country :	Zip :
Principal Contact :		
Vendor Contact Phone:	Extension:	

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X	FEIN#	DATE
---------------------------	--------------	-------------

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

Reason for Modification:

ADDENDUM NO_2

Vendor Questions and Responses

Correction of Specs.

Correction of Error on Att. 1

Clarification of Exhibit 1

ADDITIONAL INFORMATION

ADDENDUM NO_2

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways for the operation of a Statewide Courtesy Patrol Program. The Courtesy Patrol Program operates on all West Virginia Interstate and Appalachian Corridor routes, except for a portion of I-77 which is managed and maintained by the West Virginia Parkways Authority, refer to Information Exhibit 1 "West Virginia Routes" (EX 1), for a listing of routes. The primary purpose of the Courtesy Patrol Program is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's interstate and corridor routes. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TOVARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDERNo City WV
US**SHIP TO**

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDERNo City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STATEWIDE COURTESY PATROL CONTRACT - 66210079				

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description:

STATEWIDE COURTESY PATROL CONTRACT - 66210079

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2021-08-20

SOLICITATION NUMBER: CRFQ DOT2200000032

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000032 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☒ Other

Additional Documentation:

To Answer Vendor Questions
Correction to Specifications
Correction of Error on Attachment A
Clarification of Exhibit 1\

Bid Opening remains 08/30/2021 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Statewide Courtesy Patrol

To answer vendor posed questions.

Question #1: When is the anticipated Award Date of the contract?

Response #1: An award recommendation will be submitted immediately following the completion of the bid evaluations. Bid evaluations will commence following the bid opening.

Question #2: The WVDOH has indicated that the currently used Patrol vehicles would not be available for purchase and use by the new Vendor. Will the WVDOH continue to provide vehicles to the current Vendor to operate the program until such time as the new Vendor has placed new fully-equipped vehicles into service? It should be noted that due to manufacturer production delays, new vehicles currently take 7-10 months to procure and upfit.

Response #2: The WVDOH will continue to provide vehicles in support of the existing contract until the new contract becomes effective on June 1, 2022. As the WVDOH is aware of the delay in purchasing/upfitting vehicles, every attempt to award this as quickly as possible is being made.

Question #3: Please advise the staffing requirements for the 16/7 365/366 Communication Center(s). How many staff are currently working on each shift? What are the current location(s) of the Vendor's Communication Center(s)?

Response #3: The communication center requirements are found in the specifications Section 6.6. The vendor shall maintain a communication center or multiple centers capable of monitoring and communicating with all patrol vehicles during the hours of operation. Communication center locations and staffing are at the discretion of the vendor.

Question #4: Please clarify the number of vehicles to be provided by the Vendor to operate the Patrol. The Specifications document states a total of 34 vehicles (paragraphs 7.1 and 7.7), with 30 on patrol and 4 spare vehicles. Reviewing Exhibit 1, the Interstate routes show 16 Trucks Required plus 2 spare Interstate trucks, and 12 APD Trucks Required plus 2 spare APD

trucks, adding together to a total of 28 active Trucks Required plus 4 spares.

Response #4: See Specifications Correction below

Question #5: Considering question #4 above, can you please confirm the total number of vehicles (26) included in the pricing page Attachment A is correct?

Response #5: See Correction to Attachment A below.

Question #6: If the number of vehicles shown in the Specifications document is correct, could you please advise the routes that were omitted from Exhibit 1?

Response #6: See clarification of Exhibit 1 below

Question #7: Specifications paragraph 7.7 states that the Fleet vehicles shall not be used for commuting purposes. Will the WVDOT provide locations convenient to the Interstate and APD routes where the vehicles can be safely parked when not in service?

Response #7: No. The WVDOT will not be providing parking for the fleet vehicles when they are out of service. The vendor will be responsible for finding a location suitable for their needs.

Question #8: Specifications paragraph 7.9 states that the vehicle fuel price is the only expense that can be adjusted annually. Should this be interpreted to mean that the Hourly Rate cannot be adjusted at any time during the 3-year initial contract term?

Response #8: That is correct. Annual adjustments will be considered for fuel pricing only.

Question #9: The General Terms and Conditions paragraph 3 states that the Contract may be renewed for two (2) successive one (1) year periods. Will the Vendor have the opportunity to make Hourly Rate adjustments if needed for one or both of the renewal periods?

Response #9: No. Over the course of the contract, adjustments will be made to the fuel costs only.

Question #10: Will WVDOT allow vendor dispatch staff to be collocated in an existing WVDOT communication center?

Response #10: No. The successful bidder will be responsible for the operation of their own communications locations.

Correction to Specifications: The Specifications have been amended as follows:

- 7.1. Upon award of the contract, the Vendor shall purchase the Fleet required in the performance of the program. The fleet shall consist of 31 full-size, half-ton pickup trucks with a minimum of 4 of them being 4-wheel drive. Once completed, the successful bidder shall purchase an additional half ton pickup meeting the contract requirements to service the US-33 section of APD Corridor once the section is open to traffic.**
- 7.7 Prior to the completion of the US-33 section under construction, 27 trucks shall be on patrol and four trucks shall be on-hand as spare. Once completed, 28 trucks shall be on patrol and 4 shall be on hand as spare.**

Correction to Attachment A

Number of vehicles is Amended to 27

Clarification of Exhibit 1

Interstate routes.	9 Routes serviced by 16 vehicles with 2 acting as spares.
APD Routes	Prior to the opening of US-33
	6 Routes serviced by 11 vehicles with 2 acting as spares.
	After the opening of US-33
	7 Routes serviced by 12 vehicles with 2 acting as spares.
	Total vehicles required:
Pre US-33 opening:	Post US-33 Opening:
31 total	32 total

Statewide Courtesy Patrol Contract

EXHIBIT 1

West Virginia Routes

Location	Interstate Routes	Trucks Required
I-64	From the WV/Kentucky State Line in Wayne County to Charleston in Kanawha County.	2
I-64	From the junction of I-77/I-64 in Raleigh County to the WV/Virginia State Line in Greenbrier County.	2
I-68	From the WV/Maryland State Line in Preston County to the junction of I-79/I-68 in Monongalia County.	1
I-70	From the WV/Ohio State Line in Ohio County to the WV/Pennsylvania State Line in Ohio County.	0.5
I-470	From the WV/Ohio State Line in Ohio County to the junction of I-70 in Ohio County.	0.5
I-77	From the WV/Ohio State Line in Wood County to the WV Parkways entrance in Charleston in Kanawha County.	3
I-77	From Princeton in Mercer County to the WV/Virginia State Line in Mercer County.	1
I-79	From the WV/Pennsylvania State Line in Monongalia County to Charleston in Kanawha County.	5
I-81	From the WV/Maryland State Line in Berkeley County to the WV/Virginia State Line in Berkeley County.	1
	Interstate Spare Patrol Trucks	2

Corridors	APD Routes	Trucks Required
US 35	From the junction of US 35/I-64 in Putnam County to the WV/Ohio State line in Mason County.	1
D - US 50	From DuPont Road, Wood County to the junction of I-79/US 50 in Harrison County.	2
G - US 119	From the WV/Kentucky State Line in Mingo County to the Junction of US 119/WV 61 in Kanawha County.	3
H - US 33	From the junction of I-79/US 33 in Lewis County to Kerens Road in Randolph County and from Moorefield in Hardy County to the junction of US 33 and WV 55 near Petersburg in Grant County.	2
H - US 33	Kerens Road in Randolph County to Parsons WV. Roadway under construction. <u>Vehicle will not need to be purchased until section is open to traffic.</u>	1 (Not yet required)
L - US 19	From the junction of I-77/US 19 in Raleigh County to the junction of I-79/US 19 in Braxton County.	2
Q - US 460	From the WV/Virginia State Line in Bluefield in Mercer County to the WV/Virginia State Line.	1
	APD Spare Patrol Trucks	2

Total Trucks Required to Administer the Program (Prior to US-33 opening)	31
Total Trucks Required to Administer the Program (After the opening of US-33)	32

Attachment A

Pricing Page

Monthly Cost	Number of Months	Extended Annual Cost
	12	

Vendor's monthly cost shall be multiplied by 12 to arrive at the Extended Annual Cost

EIA Fuel Price	Fuel Price (As Supplied by Vendor)	Criteria for Adjustment
		+/- 20%

Vendor shall supply the fuel price that was used to determine the monthly cost at the time of bid submission. EIA price will be established at award. Fuel consumed will be clearly noted on monthly invoice and listed as a separate charge from other operating expenses as only this expense will be adjusted annually.

Extended Annual Cost	Number of Hours	Number of Vehicles	Hourly Rate
	5840	27	

Vendor's Extended Annual Cost shall be divided by 5840 hours to arrive at the Program Hourly Rate. The Program hourly rate shall be divided by the number of vehicles in operation to determine the hourly cost per vehicle.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000032

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

INCIDENTCLEAR, LLC

Company

Authorized Signature

8/26/2021

Date



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

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 886402			Reason for Modification: ADDENDUM NO_3 Vendor Questions and Responses
Doc Description: ADDENDUM NO_3 STATEWIDE COURTESY PATROL -66210079			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-23	2021-08-30 13:30	CRFQ 0803 DOT2200000032	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X	FEIN#	DATE
-------------------------------	--------------	-------------

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

ADDITIONAL INFORMATION**ADDENDUM NO_3**

Addendum No_3 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways for the operation of a Statewide Courtesy Patrol Program. The Courtesy Patrol Program operates on all West Virginia Interstate and Appalachian Corridor routes, except for a portion of I-77 which is managed and maintained by the West Virginia Parkways Authority, refer to Information Exhibit 1 "West Virginia Routes" (EX 1), for a listing of routes. The primary purpose of the Courtesy Patrol Program is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's interstate and corridor routes. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STATEWIDE COURTESY PATROL CONTRACT - 66210079				

Comm Code**Manufacturer****Specification****Model #**

90121800

Extended Description:

STATEWIDE COURTESY PATROL CONTRACT - 66210079

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2021-08-20

SOLICITATION NUMBER: CRFQ DOT2200000032

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000032 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Bid Opening remains 08/30/2021 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ DOT2200000032 ADDENDUM NO. 3

Questions:

Q1: Is there a Prevailing wage for the program operations?

A1: No. There is no Prevailing Wage requirements in this contract

Q2: Section 12.2 requires the Vendor to provide documentation that the vendor has completed certified training for both Homeland Security and Amber Alert Programs. Can you provide the specific course number and authorizing agency?

A2: The required training is meant to provide the Patroller exposure to things they may encounter and to assist them in the performance of their duties. The successful bidder need only be able to demonstrate their employees have had an entry-level course from a nationally recognized agency. **Some examples follow but are not limited to:**

Homeland Security	FEMA Emergency Management Institute IS-100.c: Introduction to the Incident Command System IS-230.e: Fundamentals of Emergency Management West Virginia Emergency Management Division L0101 Foundations of Emergency Management L0103 Emergency Operations Planning L0105 Public Information and Warning Ready.gov CERT Training
Amber / Silver	Virtual Academy Amber and Silver Alert

Other Information:

1. The bid opening remains on 08/31/2021 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000032

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:

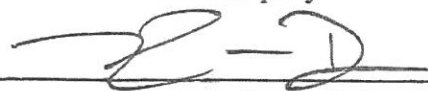
(Check the box next to each addendum received)

<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 checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

INCIDENT CLEAR, LLC

Company



Authorized Signature

8/26/2021

Date

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



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

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 886402

Doc Description: ADDENDUM NO_4 STATEWIDE COURTESY PATROL -66210079

Reason for Modification:

ADDENDUM NO_4
Vendor Questions and responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-26	2021-08-30 13:30	CRFQ 0803 DOT2200000032	5

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION**ADDENDUM NO_4**

Addendum No_4 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways for the operation of a Statewide Courtesy Patrol Program. The Courtesy Patrol Program operates on all West Virginia Interstate and Appalachian Corridor routes, except for a portion of I-77 which is managed and maintained by the West Virginia Parkways Authority, refer to Information Exhibit 1 "West Virginia Routes" (EX 1), for a listing of routes. The primary purpose of the Courtesy Patrol Program is to provide roadside assistance to disabled vehicles or stranded motorists traveling the state's interstate and corridor routes. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STATEWIDE COURTESY PATROL CONTRACT - 66210079				

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description:

STATEWIDE COURTESY PATROL CONTRACT - 66210079

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2021-08-20

SOLICITATION NUMBER: CRFQ DOT2200000032

Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000032 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Bid Opening remains 08/30/2021 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Statewide Courtesy Patrol

To answer vendor posed questions.

Question #1: When submitting the RFQ via wvOASIS, should the respondent ignore OASIS' Section 2 (Respond To Lines) bid number box? Should respondent just attach Attachment A, Pricing with their proposal in Section 4 of OASIS?

Response #1: As WVDOH Contract Specialists do not have access to the vendor side of WVOASIS, vendor questions regarding bid submission via WVOASIS should be referred to our Buyer with the WV Division of Purchasing, John Estep. John.W.Estep@wv.gov (Attach the Exhibit A Pricing Page)

Question #2: Section 7.2 expressly prohibits a sponsorship subcontract as of the vendors RFQ response. Is the state willing to accept a sponsor post award if it is in the best interest of the state?

Response #2: Any future sponsorship would be at the discretion of the Secretary of the WVDOT, the Commissioner of the WVDOH and at no cost to the vendor.

Question #3: In regards to Section 7.9, is the vendor to detail the total cost of fuel and the average price paid for services for the month on the monthly invoice?

Response #3: The successful vendor shall submit a monthly invoice including all expenditures. All operating expenditures except for fuel shall be listed as one charge and fuel costs as the other. Fuel costs should include gallons and total cost and will be the only expenditure that is subject to annual pricing adjustments.

Question #4A: Regarding the potential fuel adjustments denoted in Section 7.9, can the state provide clarity on how the fuel escalator mechanism will work?

Response #4A: The potential bidder will enter their "Monthly Cost" on the pricing page and calculate their "Extended Annual Cost". The fuel price used for the calculation of the "Monthly Cost" will be entered into the "Fuel Price (As supplied by Vendor)". The EIA Fuel price will be entered by the DOH at the time of award. On the contract anniversary date, the EIA price will

be compared to the EIA price at time of award. If an adjustment is necessary, the adjustment will be made to the "Fuel Price (As supplied by Vendor)" by percentage and that percentage applied to the fuel portion of future invoices.

Question 4B: Will fuel pricing be locked for the first year and reevaluated on the contract anniversary date?

Response 4B: Yes. The fuel prices at award will be in effect until the prices are evaluated on the contract anniversary date.

Question #5: In regards to motorist surveys denoted in Section 16.1, can the respondent utilize both a postcard and web survey for respondents?

Response #5: Yes. The successful bidder may utilize a web survey system in addition to the survey postcard.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000032

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 checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

INCIDENT CLEAR, LLC

Company

[Signature]

Authorized Signature

8/26/2021

Date

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



Section 4 Pricing

Attachment A

Pricing Page

Monthly Cost	Number of Months	Extended Annual Cost
\$345,750	12	\$4,149,000

Vendor's monthly cost shall be multiplied by 12 to arrive at the Extended Annual Cost

EIA Fuel Price	Fuel Price (As Supplied by Vendor)	Criteria for Adjustment
	\$2.80	+/- 20%

Vendor shall supply the fuel price that was used to determine the monthly cost at the time of bid submission. EIA price will be established at award. Fuel consumed will be clearly noted on monthly invoice and listed as a separate charge from other operating expenses as only this expense will be adjusted annually.

Extended Annual Cost	Number of Hours	Number of Vehicles	Hourly Rate
\$4,149,000	5840	27	\$26.31

Vendor's Extended Annual Cost shall be divided by 5840 hours to arrive at the Program Hourly Rate. The Program hourly rate shall be divided by the number of vehicles in operation to determine the hourly cost per vehicle.





Gasoline and Diesel Fuel Update

Gasoline Release Date: October 4, 2021 | Next Release Date: October 12, 2021

Diesel Fuel Release Date: October 4, 2021 | Next Release Date: October 12, 2021

Notice: [Petroleum Marketing Survey Form Changes Proposed for 2021](#)

U.S. Regular Gasoline Prices*(dollars per gallon)

[full history](#)

	09/20/21	09/27/21	10/04/21	Change from week ago	ye
U.S.	3.184	3.175	3.190	↑ 0.015	↑
East Coast (PADD1)	3.086	3.077	3.082	↑ 0.005	↑
New England (PADD1A)	3.101	3.095	3.101	↑ 0.006	↑
Central Atlantic (PADD1B)	3.241	3.239	3.239	0.000	↑
Lower Atlantic (PADD1C)	2.987	2.974	2.980	↑ 0.006	↑
Midwest (PADD2)	3.065	3.036	3.071	↑ 0.035	↑
Gulf Coast (PADD3)	2.807	2.840	2.835	↓ -0.005	↑
Rocky Mountain (PADD4)	3.599	3.578	3.568	↓ -0.010	↑
West Coast (PADD5)	3.929	3.919	3.941	↑ 0.022	↑
West Coast less California	3.596	3.581	3.594	↑ 0.013	↑

[+ See more](#)

U.S. On-Highway Diesel Fuel Prices*(dollars per gallon)

[full history](#)

	09/20/21	09/27/21	10/04/21	Change from week ago	ye
U.S.	3.385	3.406	3.477	↑ 0.071	↑
East Coast (PADD1)	3.352	3.371	3.436	↑ 0.065	↑
New England (PADD1A)	3.300	3.299	3.335	↑ 0.036	↑

