



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 419619

Procurement Type: Central Master Agreement

Vendor ID: VS0000015242

Legal Name: INCIDENTCLEAR LLC

Alias/DBA:

Total Bid: \$2,883,441.60

Response Date: 03/21/2018

Response Time: 10:33

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1800000057

Published Date: 3/8/18

Close Date: 3/21/18

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM_3: STATEWIDE
COURTESY PATROL PROGRAM

Total of Header Attachments: 1

Apply Default Values to Commodity Lines

View Procurement Folder



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 419619

Solicitation Description : ADDENDUM_3: STATEWIDE COURTESY PATROL PROGRAM

Proc Type : Central Master Agreement

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2018-03-21 13:30:00 | SR 0803 ESR03211800000004235 | 1 |

| VENDOR |
|-----------------------------------|
| VS0000015242 INCIDENTCLEAR LLC |

Solicitation Number: CRFQ 0803 DOT1800000057

Total Bid : \$2,883,441.60

Response Date: 2018-03-21

Response Time: 10:33:51

Comments:

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature on File **FEIN #** **DATE**

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-----------------------------------|-----|------------|------------|-----------------------------|
| 1 | STATEWIDE COURTESY PATROL PROGRAM | | | | \$2,883,441.60 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 90121800 | | | |

Extended Description : STATEWIDE COURTESY PATROL PROGRAM PER THE ATTACHED PRICING PAGE

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0803 DOT1800000057

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.

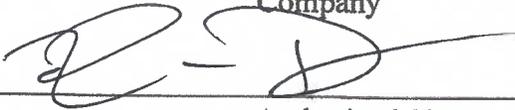
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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 checked="" 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.

INCIDENTCLEAR, LLC
Company

Authorized Signature
3/20/18
Date

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



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

State of West Virginia
 Request for Quotation
 19 – Highways

Proc Folder: 419619

Doc Description: STATEWIDE COURTESY PATROL PROGRAM

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-02-01 | 2018-02-14 13:30:00 | CRFQ 0803 DOT1800000057 | 1 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

FEIN # 465536890

DATE 3/20/18

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), to establish an open-contract for the operation of a Statewide Courtesy Patrol Program, per the attached documents.

| INVOICE TO | | SHIP TO | |
|---|---------|---|----------|
| VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER | | STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER | |
| No City | WV99999 | No City | WV 99999 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------------|-----|------------|------------|-------------|
| 1 | STATEWIDE COURTESY PATROL PROGRAM | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 90121800 | | | |

Extended Description :

STATEWIDE COURTESY PATROL PROGRAM PER THE ATTACHED PRICING PAGE

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|------------------------------------|------------|
| 1 | Technical questions due by 3:00 pm | 2018-02-07 |

| | | | |
|----------------------|--------------------------------|---|------------------------------|
| DOT1800000057 | Document Phase Draft | Document Description STATEWIDE COURTESY PATROL PROGRAM | Page 3 of 3 |
|----------------------|--------------------------------|---|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 7, 2018 by 3:00 pm

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus ^{N/A} convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: February 14, 2018 at 1:30 pm

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

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

“Interested parties” means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

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: **Initial Contract Term:** This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal 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.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. 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 a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be 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 entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____

Cyber Liability Insurance in an amount of: _____

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

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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. 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>.

32. 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.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.c, 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, 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.

39. 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"). 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. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

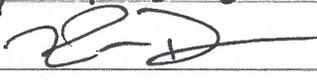
44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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)
11 HALL STREET, MEDFORD, MA 02155
(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, MANAGING MEMBER
(Authorized Signature) (Representative Name, Title)

RYAN DAVIDS, MANAGING MEMBER
(Printed Name and Title of Authorized Representative)

3/20/2018
(Date)

P: (219) 895-6563 F: (219) 476-3998
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ DOT180000057 - 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 that portion of I-77 managed and maintained by the West Virginia Parkways Authority, refer to Information Attachment Form B for listing.

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.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "Contract Item", "Contract Items", "Contract Service" or "Contract Services"** means the list of items identified and more fully described in these specifications.
- 2.2 "Pricing Pages"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 "Solicitation"** means the notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 "16/7, 365/366"** used throughout this Solicitation means 16 hours per day, seven days per week, 365 or 366 days per year.
- 2.5 "APD"** used throughout this Solicitation means Appalachian Corridor Route.
- 2.6 "BRIM"** used throughout this Solicitation means Bureau of Risk and Insurance Management.
- 2.7 "Center" or "Center(s)"** used throughout this Solicitation means Staff Dispatch Communication Center.
- 2.8 "CPR"** used throughout this Solicitation means Cardiopulmonary Resuscitation.

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- 2.9 “DMV” used throughout this Solicitation means the West Virginia Division of Motor Vehicles.
- 2.10 “GPS” used throughout this Solicitation 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” used throughout this Solicitation means Intelligent Transportation System. Reference: <http://www.its.dot.gov/>
- 2.12 “Program” used throughout this Solicitation means the West Virginia Courtesy Patrol Program.
- 2.13 “TMC” used throughout this Solicitation means the West Virginia Division of Highways Traffic Management Center.
- 2.14 “WVDMPS” used throughout this Solicitation means the West Virginia Department of Military Affairs and Public Safety.
- 2.15 “WVDOH or Agency” used throughout this Solicitation means the West Virginia Division of Highways.
- 2.16 “WVDT” used throughout this Solicitation mean the West Virginia Division of Tourism.
3. **QUALIFICATIONS AND ELIGIBILITY:** Vendor shall have the following minimum qualifications to be awarded a contract:
- 3.1 Vendor must have been in business a minimum of five years and successfully managed a similar statewide or federal program with dispatching communication capabilities including emergency response dispatching. The Vendor should complete the Information Attachment Form A and submit with their bid submission. This is for informational purposes to support that the Vendor can administer a managed program. Failure to complete and submit Information Attachment Form A with the Vendor’s bid will result in the Vendor’s bid being disqualified.
- 3.2 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.

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- 3.3 Vendor should provide documentation of their current membership in ITS. This documentation MUST be submitted prior to contract award.

4. **REQUIREMENTS:**

- 4.1 **Contract Services Requirements:** Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 **Program Requirements:**

4.1.1.1 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 Attachment Form B.

4.1.1.2 Patrol shall be 16/7, 365/366. 16-hour shift shall be 3:00 PM through 7:00 AM. All designed route segments are required to be patrolled the full shift 16/7, 365/366.

NOTE: Any route segment not receiving the full shift coverage must be reported to the WVDOH. An Information Attachment Form E shall be completed and submitted per the instructions in Section 6.3 of the contract specifications.

4.1.1.3 Vendor shall establish, publish and maintain a statewide Program toll-free telephone number which shall be staffed 16/7, 365/366. The Program toll-free number shall be prominently displayed on each patrol truck and shall be printed on all materials featuring the Program.

4.1.2 **Types of Assistance/Services to be provided:**

4.1.2.1 Patrollers shall always present a courteous and positive image for the State of West Virginia.

4.1.2.2 Patrollers are prohibited from accepting cash or any item of tangible value from a motorist who receives services.

4.1.2.3 Patrollers shall aid motorists having questions concerning travel routes, directions or local area facilities.

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- 4.1.2.4** Patrollers shall monitor the routes for debris, accidents or other obstructions which impede traffic flow or pose potential hazards to the traveling public. Patrollers shall only contact the Vendor's Center who shall promptly notify the WVDOH and appropriate law enforcement agency(s) of the exact location and description of the situation.
- 4.1.2.5** Patrollers shall remove animal carcasses, tire and other debris which can safely be moved from the driving lane to the roadway edge.
- 4.1.2.6** Patrollers shall identify chemical spills on or near the roadway. Patrollers shall only contact the Vendor's Center who shall promptly notify the WVDOH and appropriate law enforcement agency(s) of the exact location and description of the situation.
- 4.1.2.7** Patrollers 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; assisting emergency and law enforcement personnel by positioning the patrol truck in such a manner to provide a safe zone for the emergency personnel.
- 4.1.2.8** Patrollers shall report all suspicious activities on roads and bridges. Patrollers shall only contact the Vendor's Center who shall promptly notify the WVDOH and appropriate law enforcement agency(s) of the exact location and description of the situation.
- 4.1.2.9** Patrollers shall monitor their assigned route during Amber Alert situations and shall contact the Vendor's Center who shall promptly notify the WVDOH and appropriate law enforcement agency(s) of the exact location and description of the situation.
- 4.1.2.10** Patrollers shall provide minor vehicle repairs, such as: air for tires; tire and wheel changes; jump starts; extinguishment of minor fires.
- 4.1.2.11** Patrollers shall provide a maximum amount of two gallons of fuel to a motorist.

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4.1.2.12 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 may stay with the motorist awaiting towing service, if requested.

4.1.2.13 Patrollers shall provide telephone assistance to a motorist to call for assistance.

4.1.3 Staff Dispatch 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. All notifications from patrollers shall be handled through the Center(s). The Center(s) shall provide the following:

4.1.3.1 The Center(s) shall have dedicated, experienced staffing 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.

4.1.3.2 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 agency or the employee receiving the training.

- American Red Cross and/or American Heart Association certification in CPR and First Aid
- Hospitality and Customer Service
- WVDOT Training
- Minor auto mechanics and repair per Section 4.1.2.10 of the contract specifications
- Defensive Driving Classes
- Freeway incident management training
- Identification/reporting requirements, i.e. chemicals spills

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- Proper two-way radio, cellular device communications and GPS tracking
- Homeland Security training
- Amber Alert Program training

4.1.3.3 The successful vendor shall prepare and submit, prior to award of the contract, the Vendor's proposed training plan and provide names of the training facilities/organizations along with names of the instructors for each of the training subjects/skills. The expenses associated with this training and orientation are not reimbursable under this contract.

4.1.4 Vehicle Fleet:

4.1.4.1 The WVDOH shall purchase the Fleet required in the performance of the Program. The Fleet shall be 36 vehicles:

- 33 full-size, half-ton, 2-wheel drive pickup trucks
- 3 full-size, half-ton, 4-wheel drive pickup trucks

26 trucks shall be on patrol and four trucks shall be on-hand as spare. Six trucks shall be assigned for staffing/direct supervision and management of the Program. In no event shall the Fleet vehicles be used by the Vendor for any purpose not related this contract. In no event shall the Vendor use the Fleet vehicles for commuting purposes.

The WVDOH will lease the vehicles to the successful Vendor per Information Attachment Form C, Courtesy Patrol Vehicles Lease Agreement.

4.1.4.2 The Fleet shall be white, current model year or newer trucks with standardized Program reflective logos, WVDT logos and the Vendor's toll-free Program telephone number decals. All logos and decals will be provided by the State and the successful Vendor shall install.

4.1.4.3 Fuel for the Fleet, including fuel used to provide to a stranded motorist, will be provided by the WVDOH through the issuance of commercial fuel cards. These commercial fuel cards will be issued to the Program by the WVDOH.

The WVDOH shall monitor and review fuel consumption, selection and pricing and shall provide feedback/direction to the

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Vendor regarding fuel. Questionable, unacceptable or unsupported fuel purchases and consumption shall be reason to reduce the Vendor's monthly invoice amount.

4.1.4.4 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
- Bluetooth
- GPS unit – one per truck
- Mounted truck-bed metal type tool box – one per truck
- 5 lb. Fire Extinguisher – two per truck
- 22 in. Safety Cones with reflective stripes – ten per truck
- Spike-less Safety Flares – 23 per truck
- 12 pc. Standard Tool Kit for minor auto repairs – one per truck
- 12 pc. Metric Mechanic Tool Kit – one per truck
- Portable Air Tank – one per truck
- Vehicle Jack with 4-way Lug Wrench – one per truck
- Shovel – one per truck
- 20 ft., 8-gauge Jump-Start Cables – one per truck
- D-Cell Flashlight – one per truck
- Mag. Light Flashlight – one per truck
- Ten-person Standard First Aid Kit – two per truck
- Blankets – two per truck
- 2.5-gallon container of water – one per truck
- 2.5 safety type gasoline container – one per truck

4.1.4.5 The WVDOH shall provide and install the following:

- Two-way mobile radios and antenna on each patrol truck which will allow the patrollers communication capabilities with the WVDOH facilities.
- Cab-mounted emergency bar light and the required hardware for each patrol truck. The type of bar light shall be at the discretion of the WVDOH.

4.1.4.6 All vehicles shall be considered the Vendor's leased property for the term of the contract. The Vendor shall maintain all vehicles in a safe operating condition including minor repairs and scheduled preventive maintenance. All vehicles shall continually remain in compliance with all applicable WV motor vehicle laws and

REQUEST FOR QUOTATION
CRFQ DOT180000057 - Statewide Courtesy Patrol Program

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

4.1.4.7 The State will be responsible for providing the motor vehicle insurance coverage for the Fleet through BRIM. Any vehicle claims will be the responsibility of the WVDOH.

4.1.4.8 The Vendor shall not modify the vehicle as to ensure that all vehicle manufacturer's standard warranty remain in effect.

4.1.4.9 A Fleet vehicle which is no longer acceptable, per Section 4.1.4.10 of the contract specifications for an approved contract renewal period or at the expiration of the contract, will be returned to the WVDOH who will dispose of the Fleet vehicle(s) according to State laws and regulations.

4.1.4.10 A Fleet vehicle meeting will be considered as eligible for retirement/replacement at the sole discretion and the responsibility of the WVDOH.

4.1.4.11 There shall be no use of tobacco products in Fleet vehicles. This includes smoke-less tobacco, cigarette, pipe or vaping devices.

4.1.5 Various Additional Vendor Requirements:

4.1.5.1 Prior to each patroller's employment and periodically, no more than every 180 days, verification from the DMV that each patroller has a valid West Virginia vehicle operator's license.

4.1.5.2 Prior to each patroller's employment, obtain a complete, accurate and current background investigation from the WVDMAPS.

4.1.5.3 Uniforms – standardized colors and styles, which clearly identify the Program with shoulder mounted Program logos. Photo identification badges for all patrollers shall be obtained through the DMV.

4.1.5.4 Install all patrol trucks with logos and decals, which have been provided to the Vendor from the WVDOH and other State agencies, in a standardized format. The WVDOH shall advise the awarded vendor as to the installation specifications.

REQUEST FOR QUOTATION
CRFQ DOT1800000057 - Statewide Courtesy Patrol Program

4.1.5.5 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 D, 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.

4.1.5.6 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.

4.1.6 Various Additional WVDOH Responsibilities:

4.1.6.1 The WVDOH shall provide safety vests, in various sizes, to provide patrollers a new vest two times during a calendar year.

4.1.6.2 The WVDOH shall provide State of WV Highway Maps for the patrollers to provide to the motorists. The Vendor may contact the local WVDOH District Office for Maps.

4.1.6.3 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.

5. CONTRACT AWARD:

5.1 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.

5.2 Pricing Pages: Vendor shall complete the Pricing Page, Exhibit A by providing the monthly cost to operate the statewide Program which shall include all components identified in Sections 4.1 of the contract specifications.

On Pricing Page, Exhibit A, the Vendor shall multiple their monthly cost by 12 to extend the pricing for an Annual Cost.

Additionally, on Pricing Page, Exhibit 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). Per Section 6.3, Reimbursement, of the contract specifications,

REQUEST FOR QUOTATION
CRFQ DOT180000057 - Statewide Courtesy Patrol Program

the Vendor shall use this established hourly rate for calculation of reductions for any missed shift.

Vendor should complete Pricing Page, Exhibit A in full as failure to complete Pricing Page, Exhibit A in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. 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: mark.a.atkins@wv.gov.

6. ORDERING, ACKNOWLEDGEMENT AND PAYMENT:

- 6.1 Ordering:** The successful Vendor shall have all requirements in place and ready to operate the Program at 100% on all designated interstate and APD routes within ten weeks of the award date of the contract.
- 6.2 Payment:** Agency shall pay as shown on Pricing Pages, Exhibit 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, to process payment for goods and services. The Vendor is not required to accept the State of West Virginia's Purchasing Card for payment of orders under this Contract; however, the WVDOH strongly encourages the use of Purchasing Card acceptance by the awarded Vendor.

Payment shall be made in arrears; payment in advance of services is not permitted.

- 6.3 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 E, Missed Shift Patrol Report and submit, one month in arrears, with each monthly invoice. Each invoice is to be adjusted for the missed shifts of the previous month. Example: the January 2018 invoice would include the December 2017 Missed Shift Report and the January 2018 invoice total should be reduced by the total invoice reduction amount of the December 2017 Missed Shift Report. The total invoice reduction amount shall be a single line item on the monthly invoice.

Additionally, the WVDOH shall monitor and review fuel consumption, selection and pricing and shall provide feedback/direction to the Vendor regarding fuel. Questionable, unacceptable or unsupported fuel purchases and consumption shall be reason to reduce the Vendor's monthly invoice.

REQUEST FOR QUOTATION
CRFQ DOT180000057 - Statewide Courtesy Patrol Program

7. **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 as what is identified in the contract specifications.

8. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. If access cards and/or keys are required:
 - 8.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 8.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 8.3 Vendor shall notify Agency immediately of any lost, stolen or missing card or key.
 - 8.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 8.5 Vendor shall inform all staff of Agency's security protocol and procedures.

9. **DELIVERY TIME:** The successful Vendor shall have all requirements in place and ready to operate the Program at 100% on all designated interstate and APD routes within ten weeks of the award date of the contract.

10. **VENDOR DEFAULT:**
 - 10.1 The following shall be considered a vendor default under this Contract.
 - 10.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 10.1.2 Failure to comply with other specifications and requirements contained herein.
 - 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 **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

**Statewide Courtesy Patrol Program
INFORMATION ATTACHMENT FORM A**

Vendor's Program Experience

Vendor must have been in business a minimum of five years and shall have managed at least one similar statewide or federal program. This is for informational purposes to support that the Vendor is capable of managing the Program. Please reference Section 3.1 of the contract specifications.

Vendor shall provide the following:

| | |
|----------------------|--|
| Business Name | IncidentClear, LLC |
| Address | 11 Hall Street Medford, MA 02155 |
| Contact Name | Ryan Davids |
| Phone Number | (219) 895-6563 |
| Email Address | rdavids@incidentclear.com |
| Dates | The owners and officers of IncidentClear have over three decades of experience with courtesy patrol services. IncidentClear is also the current provider for the states of Massachusetts and Colorado. |
| Dollar Value | See Exhibit A - \$2,883,441.60 |

FOR ADDITIONAL INFORMATION SEE FORM A CONTINUED & RELATED EXHIBITS

Statewide Courtesy Patrol Program

Pricing Page, Exhibit A

| Monthly Cost | Number of Months | Extended Annual Cost |
|--------------------------|------------------|----------------------------|
| \$240,286. ⁸⁰ | 12 | \$2,883,441. ⁶⁰ |

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

| Extended Annual Cost | Number of Hours | Hourly Rate |
|----------------------------|-----------------|----------------------|
| \$2,883,441. ⁶⁰ | 5840 | \$493. ⁷⁴ |

Vendor's Extended Annual Cost shall be divided by 5840 hours to arrive at the Hourly Rate.

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: INCIDENTCLEAR, LLC

Authorized Signature: [Signature] Date: 3/20/18

State of Indiana

County of Lake, to-wit:

Taken, subscribed, and sworn to before me this 20th day of March, 2018

My Commission expires _____, 20__

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

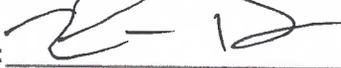
1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: INCIDENTCLEAR, LLC

Signed: 

Date: 3/21/2018

Title: MANAGING MEMBER

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

ATTACHMENT FORM A CONTINUED

IncidentClear's crusade is to make Courtesy Patrol programs more efficient and productive, thus saving lives. At IncidentClear, Courtesy Patrol is all we do. We provide technology, consulting and operations for a variety of different agencies throughout the country.

IncidentClear desires to create jobs in the state of West Virginia. IncidentClear seeks to hire any individuals who possess motivation, a desire to serve, and those who have a history of service to others. Based on this, IncidentClear plans to seek out former military returning home as the primary source of its driver force. IncidentClear will work with state programs which are already in place to seek out veterans returning home from service. IncidentClear plans to post driver applications and credentials to <http://workforcewv.org/job-seekers/veterans.html> and work with state established programs. At IncidentClear, we feel it is our duty to give back to those who have given and sacrificed so much.



Sponsorship

IncidentClear has a history of bringing sponsorships to courtesy patrol programs nationwide if West Virginia so desires. Sponsorship can offset program costs as well as raise awareness of the program throughout the state.



Industry Leading Experience

IncidentClear, LLC is a leading national provider of Statewide Courtesy Patrol (SCP) services. IncidentClear’s team has tremendous history and experience in traffic incident management programs across the nation. Our unique mix of operational excellence, technological expertise, and highly credentialed financial experience has transformed multiple traffic incident management programs across the nation. IncidentClear’s proposed team has provided SCP services for Massachusetts’ (MassDOT) for over three decades. IncidentClear also restructured the State of Colorado’s program and is currently providing SCP and software services for the Colorado Department of Transportation (CDOT). Additionally, IncidentClear’s partners and officers were the architects behind the current provider’s contract for the Nevada Department of Transportation (NDOT).



SIMILAR CONTRACTS CURRENTLY BEING MANAGED:

| Project Manager | Name of Company | Project |
|-----------------|--------------------|--|
| George Bergeron | IncidentClear, LLC | Massachusetts DOT state-wide freeway service patrol program for over three decades |
| Ryan Davids | IncidentClear, LLC | Colorado DOT state-wide freeway service patrol program |
| Tim Postma | IncidentClear, LLC | Implement software solution for courtesy patrol services in Colorado and Massachusetts |

Other Notable Experience:

- Serving MassDOT in a Freeway Courtesy Patrol and incident management capacity since 1997
 - HOV lane Quick Clearance and Patrol operations (19 years)
 - HOV barrier machine operations – moved 7 mile of concrete barrier 4 times a day to facilitate traffic flow and eliminate congestion in and out of the Boston area for approximately (19 years)
 - Worked with DOT officials to create SOPs and safety related protocols for approximately 20 years
 - Quarterly meetings designed at proactive performance objectives for approximately 20 years
- Over 25 years of service to provide road service for Massachusetts State Police
- Designed and architected the current freeway service patrol program for Colorado DOT
- Designed and architected the current freeway service patrol program for Nevada DOT
- Worked with multiple state, local, and national agencies to improve traffic congestion; clearance methods; cross-agency communication and response times (30 years)
- Worked with Federal Highway personnel for 30 years on training related Traffic Incident Management



References

Lorenzo G. Parra
Director- Highway Operations Center
Massachusetts Department of Transportation
Lorenzo.Parra@dot.state.ma.us
Phone: (617) 946-3029



Tim Morin
Coordinator of Emergency Services
MassDOT Highway Operations Center (HOC)
Tim.Morin@dot.state.ma.us
Phone: 617-946-3154



Paul Jodoin
Federal Highway Administration
FHWA TIM Program Manager
Paul.jodoin@dot.gov
Office: (202) 366-5465



San Lee
TSM&O Programs and Policy
Colorado Department of Transportation
san.lee@state.co.us
Phone: (303) 757-9345



LETTERS OF RECOMMENDATION & ACCOMADATIONS:***From Paul Jodoin Federal Highway Administration TIM Program Manager***

To whom it may concern:

I am writing to recommend George Bergeron and his current company, IncidentClear, LLC. I have had the pleasure of working directly with George for over 20 years. George's firms began operating and managing a Freeway Service Patrol program for the State of Massachusetts. The Program consists of the following details:

- 6 contract areas
- Over 400 miles patrolled daily
- 25+ patrol vehicles

George has also provided incident management services to MassDOT in regards to the monitoring and clearance of specified HOV lanes in urban areas as well as operation of the HOV barrier machine near Boston. George's management abilities and understanding of the incident management discipline separate him from others in the field. With his abilities, adaptability, and dedication; George will meet or exceed the service levels defined.

If you have any questions, please feel free to contact me.

Sincerely,
Paul Jodoin
(781) 580-9207

***From Carol Cox Former Program Coordinator for the Massachusetts Department of Transportation***

To whom it may concern:

I am writing to recommend George Bergeron and his current company, IncidentClear. I have had the pleasure of working directly with George with multiple companies for well over a decade. In 1997, George's firm began operating and managing a fleet of vehicles for the Highway Assistance Program (HAP), for the State of Massachusetts. The vehicles known as the "CaresVans" consisted of the following details:

- 22 routes
- 6 contract areas
- 26 patrol vans including spares

George has also provided incident management services to MassDOT in regards to the monitoring and clearance of specified HOV lanes in specified urban areas as well as operation of the HOV barrier machine near Boston. George's management abilities and understanding of the incident management discipline separate him from others in this field. With his abilities, adaptability, and dedication, George will meet or exceed the service levels defined.

If you have any questions, please feel free to contact me.

Carol A Cox



From Thomas Brennan, Captain of the Medford Fire Department



FRANK A. GILBERTI, JR.
Chief of Department

MEDFORD FIRE DEPARTMENT

120 Main Street
Medford, Massachusetts 02155-4510

Emergency - 911
Business (781) 396-9400
Fire Prevention (781) 396-9831



FAX: (781) 396-4377
TDD: (781) 395-7587

Massachusetts Department of Transportation
10 Park Plaza
Boston, MA
October 8, 2014

To Whom it May Concern:

It is with great pleasure that I recommend George Bergeron and his current company IncidentClear, LLC. We have worked with George's companies for over twenty-four years with road service emergencies, towing services, and heavy duty recovery services.

George has always emphasized a great deal of customer service for not only the accident victims but also for fire department personnel. He made sure his team was trained in incident management and first responder techniques. We frequently worked with his teams for training. This preparation helped make responding to incidents easier.

IncidentClear with George Bergeron would be an asset to any incident management program, and I am happy to give them my wholehearted endorsement.

Sincerely,

Thomas J. Brennan
Captain
Medford Fire Department

Letters for our Greatest Resource, OUR PEOPLE



CHARLES D. BAKER
GOVERNOR
KARYN E. POLITO
LIEUTENANT GOVERNOR
DANIEL BENNETT
SECRETARY
COLONEL RICHARD D. MCKEON
SUPERINTENDENT

The Commonwealth of Massachusetts
Department of State Police

Division of Field Services
Troop B Headquarters
555 North King Street
Northampton, Mass. 01060
Telephone (413) 587-5500
Fax: (413) 587-5505
January 5, 2016

Mr. Paul Temple
7 Overlook Drive
Chicopee, MA 01013

Dear Mr. Temple:

I would like to express my appreciation for your assistance during the recent engine fire of a disabled vehicle on Rt. 91 South near Exits 15 and 14 in Holyoke, MA on December 16, 2015.

Your quick response in putting out the fire with the onboard extinguisher in your service van prevented a potentially significant impact to both highway travel and motorist safety.

Please be assured of the continued cooperation of the Massachusetts State Police in all matters of mutual concern. Thank you again.

Sincerely,

BARRY J. O'BRIEN
Major, Mass. State Police
Commanding Officer, Troop B



Highway Division- Highway Operations Center
 Recommendation for Recognition- Angela Morley
 Highway Assistant Program Operator 5214
 April 1, 2016

Background

On March 29th at 18:50hrs, Highway Assistance Patrol Operator Angela Morley (5214) reported to the HOC that she stopped to provide lights to a truck that was securing its cargo in a safe location on 495NB at Exit #49 in Haverhill.

The Operator spoke with the driver and he advised that he would be clearing shortly. Angela left the scene and returned a second time to find that the truck was empty. The HAP Operator informed HAP Program Manager that she assumed the driver had walked off the exit to get materials to tie down the cargo at a nearby store.

Incident Detection and Response

On the Operator's 3rd stop while patrolling the area, she noticed legs sticking out from the truck. She ran up to check on the driver and found him unresponsive. Angela called 911 to start emergency response.

In speaking with the 911 dispatcher, Angela was asked to start administering CPR if she was certified. Ms. Morley has Certified Healthcare Provider Training and immediately began working on the patron.

- In the process of administering CPR, 2 nurses stopped at the scene after noticing Angela's reflective jacket working on the male patron.
- Additionally, an off-duty MSP Trooper stopped and assisted with chest compressions while Angela administered mouth to mouth until emergency response arrived.
- Emergency responders from Haverhill PD and MSP AHQ arrived and the patron was transported to a local hospital.

HOC Notifications

Updated information was delayed in getting to HOC as this lifesaving scene was developing and her top priority. After the patron was transported, Angela reported all the actions taken to her Supervisor, Steve Bodoin, who in turn provided an update to the HOC.

That update noted that she stopped to assist, then cleared and returned later to the vehicle to find the driver unresponsive and provided assistance. HAP Program Manager, Tim Morin, was directly notified by HOC. HOC made notifications pursuant to information received.

Massachusetts State Police Request

MSP requested Angela stay at the scene to speak with investigating CPAC Detectives, as the patron (47 year old male) was pronounced dead at the hospital.

HOC notified Safety and Safety Inspector responded to the scene (Dan Yender 60F) He recommended that a follow up be done with the HAP Operator on Wednesday.

She was released after speaking with them around 20:35hrs.

Operator Follow Up and Conclusion

HAP Program Manager, Tim Morin spoke to HAP Operator on 3/30 and 3/31 to check on her wellbeing.

Program Manager also spoke to Troop A of the MSP to review response effort. MSP responded that they are very appreciative of her actions and invited her to attend their Peer Support Group on 3/30, which she attended.

HAP Program Manager will continue to check in with HAP Operator and arrange for additional counseling for this incident if requested. Angela said that she feels ok and this is "just part of the job".

The thoroughness of her work that night in continuing to check on the patron on 3 separate occasions and jumping into action when CPR was needed was extraordinary. This is above and beyond what would be considered as "just part of the job".

Lieutenant James Cowhig, of the MSP Troop A Duty Office, commended Angela's quick thinking and great work to keep the patron going until help arrived, and suggested the Troop can consider formally recognizing her efforts.

It is recommended that MassDOT, MAPFRE, and Incident Clear join with the Massachusetts State Police in recognizing Angela Morley's heroic efforts to sustain the gentleman's life on I495 on 3/29/16.

Respectfully submitted
 Timothy Morin
 Coordinator of Emergency Services
 MassDOT – Highway Division
 Highway Operations Center



Jacquelyn Goddard @JacqueGoddard · 13 Mar 2017

.@MassDOT Board honors highway patrollers Edgar Rodriguez & Michael Carroll who used AED last fall to save lives on I-93 in Andover & Woburn



🗨️ 7 ❤️ 10



Adams County Fire Rescue

8055 N. Washington Street, Denver, CO 80229

March 13, 2018

Mr. Ryan Davids
Mr. George Bergeron
Re: Mr. Sam Baker

Gentlemen,

I am writing to recognize and thank Sam Baker for his excellent help in delivering TIMs training to all of our line firefighters.

I first met Sam when, as our Division Chief of Training, I attended a TIMs course in Arvada. In a word, I was blown away. In my 29 years, I have always believed that operating on the highways and roadways is one of the most dangerous things we do. I also believed that we have always taken a safe approach to highway incidents. However, I was impressed with the "new" philosophy set forth in TIMs. I knew that I wanted all of our firefighters to benefit from this training. Sam was instrumental in delivering the course to all of our line folks, and some of our staff people as well (about 85+ people total). He was undeterred when we told him it would take six separate sessions to hit everyone. Sam graciously endured several postponements due to weather. Sam also brought with him a certain credibility (street cred) as our SME, which goes a long way when instructing a group of firefighters.

You have a valuable asset in Sam, and we sincerely thank him for his help, and we thank you for making him available to us!

Yours,

Captain Russ Hosmer, ACFR
Formerly Division Chief of Training

Real-time reporting and transparency

IncidentClear has created **IRS**, an innovative Android application which is transforming data collection and monitoring associated with Freeway Service Patrol programs across the nation. IRS is currently being used both by the Colorado Department of Transportation (**CDOT**), Massachusetts Department of Transportation (**MassDOT**) and the Federal Highways Administration (**FHWA**) today. Unlike other technology providers, we understand the needs of key performance metrics of Courtesy Patrol and Traffic Incident Management discipline.



IncidentClear will customize IRS and surround it with a technology environment to ensure operating efficiency, accurate reporting and complete transparency to DOH and its partners. IncidentClear has a history of blending a variety of technologies to create a single point of access for our management team and DOT partners to get the necessary performance data to monitor the success of any Courtesy Patrol program, in real time, via IRS application.

Insurance Coverage

| | | CERTIFICATE OF LIABILITY INSURANCE | | | DATE (MM/DD/YYYY) 12/22/2017 | | |
|---|---|---|----------|--|--|-------------------------|---|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. | | | | | | | |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | | | | | |
| PRODUCER Legacy Insurance Group PO BOX 2009 Cedar Lake, IN 46303 | | | | CONTACT NAME: Melissa Groot PHONE (A/C, No. Ext): (219)374-5544 FAX (A/C, No.): (219)374-5549 E-MAIL ADDRESS: melissa@legacyinsgroup.com | | | |
| INSURED IncidentClear, LLC PO Box 100 Saint John, IN 46373 | | | | INSURER(S) AFFORDING COVERAGE INSURER A : Liberty Mutual Insurance Company INSURER B : Berkshire Hathaway GUARD Insurance Companies NAIC # MA INSURER C : INSURER D : INSURER E : INSURER F : | | | |
| COVERAGES | | CERTIFICATE NUMBER: 00000000-0 | | REVISION NUMBER: 5 | | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | |
| INSTR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | BKS58473697 | 12/22/2017 | 12/22/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAS58473697 | 12/22/2017 | 12/22/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | USO58473697 | 12/22/2017 | 12/22/2018 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | R2WC873816 - MA | 09/17/2017 | 09/17/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | | |
| EVIDENCE | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (MSG) | | | |

Training:

IncidentClear's most valuable resources are its human resources. We currently employ highly trained operators and multiple support personnel with expertise in various disciplines to ensure seamless operations. The key to the success of our people is our industry leading training. Our people have received multiple training certificates issued through Homeland Security. Under Homeland Security, an array of independent study courses have become available to the critical infrastructure community. These courses were developed by the National Protection and Programs Directorate's Office of Infrastructure Protection and are available through the Federal Emergency Management Agency (FEMA) Emergency Management Institute. Given this, IncidentClear and its training manager possesses the following certifications:

-
- National Traffic Incident Management (TIMS) Response Training (all employees)
 - Train the Trainer in National Traffic Incident Management (TIMS)
 - AED and CPR Training
 - OSHA #511 - Occupational Safety and Health Standards for General Industry
 - OSHA #5119 - Cal/OSHA Standards for General Industry
 - Certified Protection Specialist (Aries Protection Inc.)
 - HAZ-MAT Awareness Certification
 - **National Incident Command 100 (FEMA)**
 - Advanced First Aid/CPR/AED (American Heart Association)
 - National Incident Command 700 (FEMA)
 - Denver Merchant Guard License (City/County of Denver)
 - ICS for Initial Action Incident 200 (FEMA)
 - **Eagle Scout Award (Boy Scout of America)**
 - **National Response 800 (FEMA)**
 - Emergency Vehicle Operations (State of Colorado)
 - Ethics of Leadership (DOJ)
 - Taser, OC, NRA Tactical Firearms and Pistol
 - Forensic DNA for Court Officers (DOJ)
 - **Colorado State POST Firearms**
 - **Colorado State OC POST**
 - **Colorado State ASP POST**
 - Scene and DNA Basic Analysts (DOJ)
 - Communication skills/report writing and courtroom testimony for Forensic Analysts (DOJ)
 - Work Place Safety and Security (ATAP)
 - Asset Protection Training (ATAP)
 - Asset Protection Training (ATAP)
 - Allergic reactions and Anaphylaxis
 - Surveillance/Counter Surveillance (ATAP)
 - Patient Care Reports (HealthOne)
 - Domestic Violence Investigation (ATAP)
 - BLS Airway Management (HealthOne)
 - Explosive Detection (ATAP)
 - BLS Pharmacology (HealthOne)
 - **Wheat Ridge Police Chief Letter of Accommodation**
 - **Life Saving Award (CPES)**
 - **HAZ-MAT Basic Certification**
 - **AMBER ALERT**

(ATAP - Association of Threat Assessment Professionals)

(FEMA - Federal Emergency Management Agency)

(CPES – Castle Pines Emergency Services)

(DOJ - Department of Justice)



Ryan Davids
IncidentClear
11 Hall Street
Medford, MA 02155

March 20, 2018

Dear Mr. Davids,

On behalf of the Board of Directors, members, and staff of the Intelligent Transportation Society of America (ITS America) I would like to officially welcome you and your organization! Enclosed, please find additional information explaining your benefits as a member.

We are excited to add a number of working groups, events, and online members benefits in 2018:

Our Technical and Innovation Committee is set to launch over the next few weeks. Our membership should expect communications shortly, surveying potential topics for discussion this year.

Our Salesforce-based online Member Portal has launched. If you change your address, phone, fax or email or have questions on your dues status, ITS America members can update their own information through the "Membership Portal" page, linked at the ITS America website under "Member Tools." The member portal also allows you to see your membership status, download invoices and receipts, and join community groups (build out expected in 2018). As a new member, you should receive this login invitation to your email shortly.

ITS America sends you email communications frequently to make sure you're up to date on member benefits, policy and advocacy, and professional development opportunities, including the ITS America *Member Buzz* (weekly to all members) and the ITS America *Policy Rundown* (weekly to Advocacy Trust members). There are a few steps to take to ensure you are receiving this information from ITS America:

Check your spam, junk and quarantine folders. If you see an ITS America email hiding there, whitelist it or mark it as "not junk" or "not spam." Then add us to your safe senders list. **Still not working?** Your company's trusty firewall may be blocking us. Contact your IT department and ask them to whitelist all communications from the following:

- membership@itsa.org
- itsa@campaignmonitor.com
- itsa@multibriefs.com
- itsa@smartbrief.com

These are exciting times for the intelligent mobility industry. We're honored to have you join our mission as we seek to grow our economy and improve the quality of life through innovative technologies that enhance mobility, safety, security, privacy, sustainability and accessibility of our transportation system. Because of your support, ITS America continues to be make the world a better place through transportation technology, representing you and advancing your business and research.

If you have any questions regarding the enclosed information, please let us know.

Regards,

The ITS America Membership Team

Lindsay Shelton-Gross

VP, Membership and Marketing

Jade Kenny

Director of Digital Media and Member Outreach

From: Walters, James L <waltersj@fvtc.edu>
Sent: Tuesday, March 20, 2018 12:04 PM
To: Davis, Bonnie C. <davisb@fvtc.edu>; Ryan Davids <rdavids@incidentclear.com>
Cc: askamber <askamber@fvtc.edu>
Subject: RE: Online and other training available for your employees - endangered, missing and abducted children

Mr. Davids,

Thanks for getting involved and training your personnel. Your “eyes and ears” can be a great asset to law enforcement when a child goes missing.

Jim Walters
Program Administrator
AMBER Alert Training and Technical Assistance Program



As the Program Administrator for the AMBER Alert Training and Technical Assistance Program (AATTAP), Mr. Walters is responsible for developing and delivering training and technical assistance to law enforcement, prosecutors, social services, child protection officials and first responders in investigative techniques, program development and policy issues related to child protection, exploitation, missing and abducted children and youth at high risk of victimization.

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

SAMUEL BAKER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

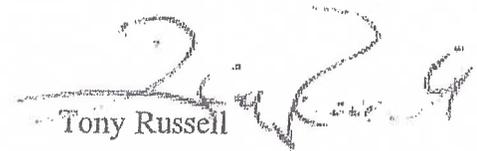
IS-00700.a

National Incident Management System (NIMS)

An Introduction

Issued this 25th Day of November, 2013




Tony Russell
Superintendent

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

SAMUEL BAKER

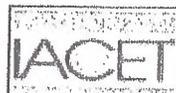
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

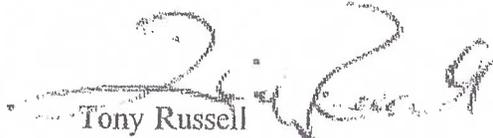
IS-00100.b

Introduction to Incident Command System

ICS-100

Issued this 25th Day of November, 2013




Tony Russell
Superintendent

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

SAMUEL BAKER

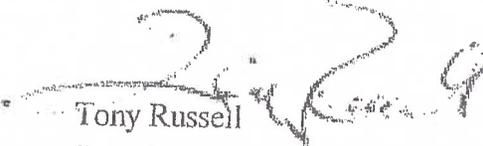
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.b

ICS for Single Resources and
Initial Action Incident, ICS-200

Issued this 25th Day of November, 2013




Tony Russell
Superintendent



National TIM Responder Training Program Completion Certificate

This acknowledges that

Samuel Baker

has successfully completed the National Traffic Incident Management Train-the-Trainer Course and earned 10 Professional Development Hours (PDHs).

Date: May 2-3, 2017

Sgt. Bart Trippel/Kevin Devine
Colorado State Patrol/CDOT



National TIM Responder Program Completion Certificate

This acknowledges that

Ryan Davids

has successfully completed the National Traffic Incident Management Responder Course and earned 4 Professional Development Hours (PDHs) and/or 4 Hours OEMS Continuing Education Credit (153781).

Date: 4/13/2016

Lorenzo Parra
Massachusetts Department of Transportation



National TIM Responder Training Program Completion Certificate

This acknowledges that

Steven Bodoin

has successfully completed the National Traffic Incident Management Responder Course and earned 4 Professional Development Hours (PDHs) and/or 4 Hours OEMS Continuing Education Credit (153781).

Date: 4/13/2016

Lorenzo Parra
Massachusetts Department of Transportation



National TIM Responder Training Program Completion Certificate

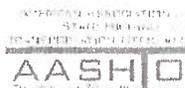
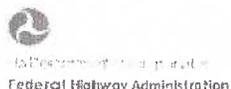
This acknowledges that

George Bergeron

has successfully completed the National Traffic Incident Management Responder Course and earned 4 Professional Development Hours (PDHs) and/or 4 Hours OEMS Continuing Education Credit (153781).

Date: 4/13/2016

Lorenzo Parra
Massachusetts Department of Transportation



Certificate of Completion

This certifies that

Samuel J Baker

Has successfully completed

Hazmat First Responder Operations Training

Which also includes the Hazmat FRA Training Level as well

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(q)(6)(ii)

Also Meets the Training Requirements for NFPA 472 and State OSHA HAZWOPER Requirements as well

This course is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Jules Griggs

Outreach Instructor

Rod Zierenberg

Training Director

Julius P. Griggs

Julius P. Griggs
Program Administrator

Certificate Number

4/15/2017

Issue Date



HazMat Student, LLC

2828 Cochran St. Suite 322 Simi Valley, CA 93065
<http://hazmatstudent.otsystems.net>

Annual Refresher Training Required per 29 CFR 1910.120(q)(8)(i)

Association of Threat Assessment Professionals

*presents this
Certificate of Completion*

*Prosecuting Stalking Cases: The Role of Threat Assessment in
Prosecutorial Decisions*

presented by

Rachel Solov, San Diego County D.A.'s Office

Thursday, July 9, 2009

9:00 a.m. to 11:00 a.m. (2.0 hours)

to

Sam Baker

Gary Hickox
Gary Hickox, President

[Signature]
Trainer

CERTIFICATE of COMPLETION

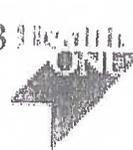
Samuel Baker

has completed the course

Patient Care Reports

Christophe Melquist
Education Supervisor

November 17, 2013



EMS
Emergency Medical Services

0.5 hour Non Instruction CE
Suggested Category: Preparatory

2fNIYE030b

CERTIFICATE of COMPLETION

Samuel Baker

has completed the course

Allergic Reactions and Anaphylaxis

Christophe Robert
Education Supervisor

November 22, 2013



EMS

Emergency Medical Services

1 hour Non Instruction CE
Suggested Category: Medical

bkaZZBTN6j



NIJ TRAINING

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT

Samuel Baker

HAS COMPLETED THE ONLINE COURSE

Communication Skills, Report Writing, and
Courtroom Testimony for Forensic
Analysts

November 25, 2013

NIJ
www.NIJ.gov



NIJ TRAINING

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT

Samuel Baker

HAS COMPLETED THE ONLINE COURSE

Crime Scene and DNA Basics for Forensic Analysts

November 25, 2013

NIJ
www.NIJ.gov



NIJ TRAINING

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT

Samuel Baker

HAS COMPLETED THE ONLINE COURSE

Forensic DNA for Officers of the Court

November 25, 2013

NIJ
www.NIJ.gov

This certifies that

Samuel Baker

Has met the requirements for the online course

Answering the NAS: The Ethics of Leadership and the Leadership of Ethics



11-25-2013

Certificate Number: [REDACTED]

For more information please visit <http://www.rti.org/forensiced>

CERTIFICATE of COMPLETION

Samuel Baker

has completed the course

BLS Airway Management and Oxygen Administration

Christopher K. Knapik
Education Supervisor

November 17, 2013



EMS

Emergency Medical Services

0.5 hour Non Instruction CE
Suggested Category: Airway

BDAbPq01Kq

CERTIFICATE of COMPLETION

Samuel Baker

has completed the course

BLS Pharmacology

Christopher Kellogg
Education Supervisor

November 17, 2013



EMIS
Emergency Medical Services

0.5 hour Non Instruction CE
Suggested Category: Medical

4CctxC68em