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Header 1

[List View](#)

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 886402

Procurement Type: Central Master Agreement

Vendor ID: VS0000015242

Legal Name: INCIDENTCLEAR LLC

Alias/DBA:

Total Bid: \$4,149,000.00

Response Date: 08/30/2021

Response Time: 11:31

Responded By User ID: Rdavids

First Name: Ryan

Last Name: Davids

Email: rdavids@IncidentClear.c

Phone: 2198956563

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000032

Published Date: 8/26/21

Close Date: 8/30/21

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO.4 STATEWIDE
COURTESY PATROL -66210079

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 886402
Solicitation Description: ADDENDUM NO_4 STATEWIDE COURTESY PATROL -66210079
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-08-30 13:30	SR 0803 ESR08302100000001421	1

VENDOR
VS0000015242
INCIDENTCLEAR LLC

Solicitation Number: CRFQ 0803 DOT2200000032
Total Bid: 4149000
Response Date: 2021-08-30
Response Time: 11:31:28
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	STATEWIDE COURTESY PATROL CONTRACT - 66210079				4149000.00

Comm Code	Manufacturer	Specification	Model #
90121800			

Commodity Line Comments: See Attachment A in Section 4

Extended Description:

STATEWIDE COURTESY PATROL CONTRACT - 66210079



CRFQ 0803 DOT2200000032
West Virginia Statewide Courtesy Patrol



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A Company Built Around Traffic Incident Management

IncidentClear is passionate about saving lives through the traffic incident management discipline and state-wide courtesy patrol programs. We understand that highway incidents cause 25 percent of the total congestion on roads and every minute that an Interstate lane remains blocked during peak congestion translates into a 4-minute delay. One blocked lane out of three will reduce traffic flow by 50 percent and, two blocked lanes will reduce it by 80 percent. As the current WV courtesy patrol contractor, we understand the unique roadways and local environmental conditions. Using this knowledge, we will ensure West Virginia's continued mobility and motorist safety in order to further the state's economy.

After years of experience working in or around these programs, we saw a number of states using towing companies or large engineering firms to provide these essential services. Both of these options are littered with natural conflicts of interests which have the potential to affect the success of the programs. IncidentClear sought to create a better way to operate and manage large scale roadside assistance programs like the WV Courtesy Patrol Program.

The founders of IncidentClear decided to form a business strictly dedicated to operation and management of traffic incident management programs. We brought together experienced operational experts, innovative technology managers and programmers, as well as highly credentialed financial and contractual control professionals. Together, the goal was to:

- **Create a culture with dedicated and highly trained operators who possess a first responder mentality**
- **Create an innovative technology offering which delivers absolute transparency and important metrics to further enhance the effectiveness of these programs**
- **Purchase and upfit state-of-the-art incident management vehicles designed specifically for quick clearance processes, debris removal, and operator safety**

With that as our mission, IncidentClear has flourished with lives saved. The results have been significant. We have boasted multiple lifesaving AED deployments and CPR treatments, successful endings to state-wide Amber & Silver Alerts, as well as hundreds of thousands of quick-clearance resolutions to incidents throughout the nation. We have also significantly enhanced data collection, providing reporting metrics on secondary incidents as well as other key preventative metrics such as cone strikes and hot zones. Our successes have resulted in significant expansion, and we are now providing incident management services for multiple states across the country.

As a result of our passionate mission, our team has worked hand in hand with the Federal Highway Administration on both increasing the percentage of responders trained in the TIMs discipline in each of our respective states, as well as pushing for uniform data collection and the creation of new metrics.

All our operators and management are TIMs certified via the SHRP2 program. We employ multiple TIMs certified instructors as well to provide hands-on refreshers.



Our goal is to save lives.

IncidentClear, LLC

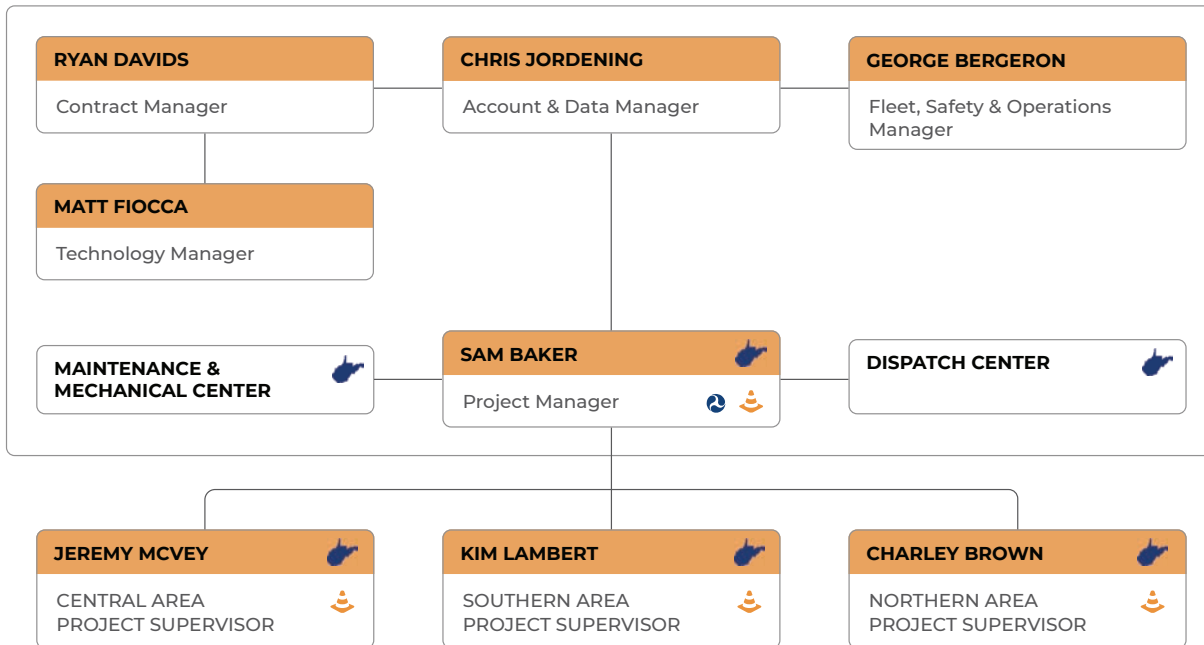
www.incidentclear.com

Turnkey Project Structure

IncidentClear employs over 100 West Virginia residents that currently fulfill the requirements outlined by WVDOH. The following chart illustrates how we have structured regions and responsibilities:

Our Industry Leading Experience and Unique Capabilities For WVDOH




Project Team



Our project team boasts over a century of experience with managing statewide courtesy patrol programs.

Additionally, IncidentClear possesses a team of locally trained operators and dispatchers. Many of these operators have years of experience with the program and come with pre-established relationships with local first responders.

LEGEND

-  WV Resident
-  Existing WV Courtesy Patrol Experience
-  TIMS Trainer

Turnkey Maintenance

To ensure uninterrupted contract execution, IncidentClear performs the majority of vehicle maintenance in-house. We possess local facilities with maintenance, upfitting, and fabricating capabilities. With our primary facility located just off I64 in Nitro, WV; we can ensure quick turnarounds on vehicle repairs and system maintenance. We also have mobile mechanics who perform preventative maintenance services throughout the state to minimize travel time.

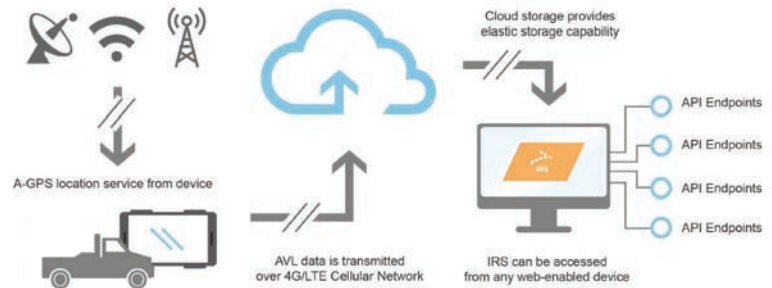


Innovative Reporting, Camera and GPS/AVL Solution

IncidentClear designed the first ERP system exclusively for safety patrol programs, which is currently being utilized in multiple states throughout the country. The robust and proprietary software solution offers an innovative approach to program management, AVL, data collection, and reporting. Our approach blends the latest technologies to create a single point of access and facilitate the real-time exchange of data.

IncidentClear's Incident Reporting System (IRS) was designed specifically to align with the daily activities of courtesy patrol programs. The system provides a web-based management platform that allows users the ability to view real-time activities of courtesy patrol operators in the field. In a user-friendly interface, the system displays information including AVL data, operator status, shift detail, live camera feeds, incident reporting and more to provide a comprehensive picture of activity in real-time.

IRS collects AVL and performance data by relying on the technologies and communication capabilities found in mobile devices such as tablets and smartphones. The system boasts the following capabilities:



Geo-fenced routes
System generated billing
Auto generated clearance times
Real-time video and camera capture
Multiple API endpoints
Electronic dispatching

Color-coded icon status
Electronic messaging
Auto generated reports
Integrates with WayCare
Dispatch and operator incident creation
Customized, real-time reporting

Unlimited shift replay
Custom data query
Integrates with multiple legacy DOT systems

At the center of IRS is the web-based management dashboard. The dashboard is available to dispatchers and other authorized users anywhere with an internet connection via a web browser. The dashboard provides an intuitive operational picture of safety patrol operations including user management, patrol detail, vehicle locations, incident status, driver status, data aggregation, reporting and much more.



Vehicle Approach

IncidentClear plans to purchase Ford F150s exclusively for the work on this contract. The vehicle breakdown will be all follows:

- **2022 Ford F150 - 30**
- **2022 Ford F150 with 4x4 - 4**

Each vehicle will be upfitted with the following:

- **Tail Light Strobe Flashers**
- **Whelen Liberty II Solo IW WeCan - IW ZAAAA**
- **Cab-Mounted Arrow Board**

IncidentClear proposes additional vehicles than allotted in the RFQ to ensure operational efficiency and redundancy. IncidentClear will decal the truck pursuant to Exhibit 2 of the RFQ. Additionally, IncidentClear would propose adding additional reflective chevrons to the rear of the vehicle to enhance visibility and prevent vehicle strikes, as shown here:

Each vehicle will include a front light bar with an attached arrow board, and two lockable tool boxes included in the bed. The equipment in the bed will be ergonomically laid out to ensure quick and easy access but also being secured while the vehicle is in motion.



Highly Visible, Branded Uniforms

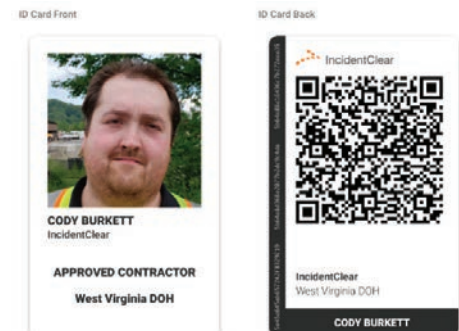
IncidentClear mandates uniforms and a clean-cut appearance. Along with the uniformed appearance, IncidentClear mandates safety. IncidentClear will provide the following uniform set for each operator:

- **WVDOH Branded Vest – ANSI/ISEA 107-2015 CSA Z96-15 Class 2 (as needed)**
- **ANSI/ISEA Polo Shirt (3)**
- **Black Tac Force Tactical Pants (3 pairs)**
- **WVDOH Reflective Hat (as needed)**
- **Branded Coat – ANSI/ISEA 107-2015 (as needed)**
- **Work Gloves (as needed)**
- **Protective Eyewear (as needed)**
- **Custom ID Badge (see following Section)**
- **Driver-provided Work Boots**



Custom ID Badges with QR Codes

To ensure project transparency and accountability to the motoring public, IncidentClear provides a customized, branded ID badge with a unique QR Code for each operator. The purpose is two-fold. First, the card provides a picture identification, which is WVDOH branded, so that the motorist can associate the operator with the program. Secondly, the back of the card has a QR code. This unique code captures the operator's login credentials to IncidentClear's courtesy patrol operating software. The login credentials ensure operators login and arrive on the respective routes in a timely manner. This is actively overseen by our dispatch operators.



Comment Cards

IncidentClear is proud to perform the WVDOH Courtesy Patrol program and we desire to get as much feedback from motorists as possible. We offer both online surveys via our purchased and managed URL of <http://wvcourtesypatrol.com/> as well as prepaid postage cards. We are currently averaging approximately a 6 percent response rate on our motorist assistance.

Unprecedented Local Experience with National Influence

IncidentClear is a national leader in state-wide safety and courtesy patrol programs. Detailed below is a list of recent, similar projects which exhibit the depth of our qualifications and incident management experiences.

Project	State	Safety Patrol Operations	Towing Operations	Fleet Maintenance Operations	DebrisClear Removal System	Software - AVL, Incident, Dispatch & Fleet Mgmt	SHRP 2 TMS Responder Training	TIM Group Coordination & Participation	TIM Monthly & On-Demand Performance Reporting & KPIs	Dispatch Operations
Colorado DOT Safety Patrol 2016 - Present	CO	●	●	●	●	●	●	●	●	
Colorado DOT JOA Heavy Tow and Safety Patrol 2019 - Present	CO	●	●	●	●	●	●	●	●	
MassDOT Highway Assistance Program 2015 - 2019	MA	●	●	●		●	●	●	●	
Michigan DOT Freeway Courtesy Patrol Program - Metro Region 2018 - Present	MI	●		●		●	●	●	●	○
Michigan DOT Freeway Courtesy Patrol Program - University Region 2018 - Present	MI	●		●		●	●	●	●	○
San Diego - SANDAG Freeway Service Patrol 2019 - Present	CA					●			●	○
West Virginia Department of Highways 2018 - Present	WV	●		●		●	●		●	●

○ Electronic Dispatch Only

Prior to the above projects, IncidentClear's members have worked with law enforcement agencies across the nation designing and building better incident management programs. IncidentClear's business is strictly traffic incident management. It is all we do. Since we are without the natural conflicts of interest possessed by large engineering firms and towing companies relative to these programs, we boast strong performance and solid references.

Highly Experienced Contract and Program Management

IncidentClear, LLC is a leading national provider of Statewide Courtesy Patrol (SCP) services. IncidentClear's proposed team as denoted in Section 1 has tremendous history and experience in traffic incident management programs and statewide courtesy patrol programs across the nation. The unique mix of operational excellence, technological expertise, and highly credentialed financial experience has transformed multiple statewide courtesy patrol programs around the country. IncidentClear's proposed team has provided SCP services for Massachusetts' (MassDOT) for over three decades. IncidentClear also restructured Colorado's program, Michigan's Courtesy patrol program and is currently providing courtesy patrol software services for the various agencies including California Highway Patrol. Referring to Section 1 for our Project Structure regarding Project Management, see the following Attachment D of the RFQ:

Statewide Courtesy Patrol Contract

Attachment D

Project Manager's Program Experience

Vendor must employ a Project Manager with a minimum of five years managing 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
Program Name:	Multiple - see following pages
Contact Name:	Sam Baker, Ryan Davids, George Bergeron
Phone Number:	(304) 727-7067, (219) 895-6563 (781) 736-3114
Email Address:	Sbaker@incidentclear.com, rdavids@incidentclear.com gbergeron@incidentclear.com
Dates:	1999 to Present
Dollar Value:	Various - see following pages

CDOT "State Farm" Safety Patrol Program

Statewide, Colorado



Current Contract Dates:

2016 - Present

Value:

Approximately \$4 million annually



REFERENCE

STEVE GILLESPIE, CDOT
PHONE: (303) 653-6754
STEVEN.GILLESPIE@STATE.CO.US

CDOT Mountain Heavy Tow and Safety Patrol Program

I-70 Mountain Corridor, Colorado



Current Contract Dates:

2019 - 2022 (Chris Jordening since 2010)

Value:

Approximately \$2 to \$2.5 million annually



REFERENCE

WILLIAM HOMANN, CDOT
PHONE: (303) 514-2504
WILLIAM.HOMANN@STATE.CO.US

Section 2

Experience & Capabilities

MDOT Freeway Courtesy Patrol Program

Statewide Michigan (Metro & University Regions)



REFERENCES

SARAH GILL, MDOT
PHONE: (248) 867-6841
GILLS@MICHIGAN.GOV

Current Contract Dates:

2018 - Present

Value:

Approximately \$1.8 to \$2.1 million annually

West Virginia DOH Dispatch Operations & Courtesy Patrol Program

Statewide West Virginia



Current Contract Dates:

2018 - 2022

Value:

Approximately \$2.9 to \$3.1 million annually

MassDOT Highway Assistance Program (HAP)

Statewide, Massachusetts



REFERENCE

TIM MORIN, MASSDOT
PHONE: (315) 271-5309
TMORIN@TIDALBASIN.RPHC.COM

Contract Dates:

2015 - 2019 (Ryan Davids since 2006/George Bergeron since 1999)

Value:

Approximately \$2.3 to \$2.5 million annually

Ryan Davids (Contract Manager) +15 Years Experience

Ryan Davids is a multidimensional senior level executive with extensive experience in governmental project executions and public private partnerships. Ryan possesses a MBA from the Kelley School of Business of Indiana University and obtained his CPA license in the state of Illinois. He has set up multiple controls and reporting mechanisms to ensure operational transparency and contract performance optimization. He also possesses SHRP2 Incident Management Certification and is actively involved in Traffic Incident Management groups at a local and national level.

**NOTABLE RELEVANT INCIDENT MANAGEMENT EXPERIENCES**

- Oversaw successful contractual implementation of the following governmental incident management programs:
 - Massachusetts DOT – Highway Assistance Program Since 2006
 - Colorado DOT – CDOT/State Farm Safety Patrol Since 2016
 - Michigan DOT – Freeway Courtesy Patrol Program Since 2018
 - West Virginia DOT and DOH – Statewide Courtesy Patrol Program Since 2018
 - Designed and architected the implementation of the Freeway Service Patrol and the related sponsorship for Nevada DOT in 2013
- Blueprinted the technological solution which is now known as IncidentClear's IRS software solution

Certifications:

- SHRP 2
- CPA
- MBA

George Bergeron (Fleet Operations & Safety Manager) +30 Years Experience

George Bergeron has 30+ years of incident management training and is a TRAA (Towing and Recovery Association of America) Level 1 and Level 2 operator. He possesses multiple certifications in incident management, including SHRP2. Has been managing the performance of incident management programs and incident management assets for various states since the early 1990s. He aided in the restructuring the current MassDOT program to make it a TIMs centric contract with a TIMs centric vehicle design.

**NOTABLE RELEVANT INCIDENT MANAGEMENT EXPERIENCES**

- Procured and managed the fleet integration and lifecycle for the following governmental incident management programs:
 - Massachusetts DOT – Highway Assistance Program
 - Multiple contract cycles
 - Averages around 30 assets per contract cycle
 - Colorado DOT – CDOT/State Farm Safety Patrol
 - Michigan DOT – Freeway Courtesy Patrol Program
 - West Virginia DOT and DOH – Statewide Courtesy Patrol Program (36 assets)
- Developed preventative maintenance schedules and procedures across asset types for multiple incident management contracts

Certifications:

- SHRP 2
- WreckMaster
- TRAA
- ASC Certified Mechanic



Chris Jordening (National Account Manager) +15 Years Experience

Chris Jordening has managed the relationships of a highly diverse account portfolio for over 15 years in the roadside/motorist assistance industry, including a decade on the unique Heavy-Tow Quick Clearance and Safety Patrol Programs on the I-70 mountain corridor between Denver and Vail in Colorado for CDOT. Other notable clients include the United States Postal Service, American Motorcyclist Association, United Parcel Service, and various other fleet, logistics, and insurance companies.

**NOTABLE RELEVANT INCIDENT MANAGEMENT EXPERIENCES**

- Oversaw successful contractual implementation, operation, and entrenchment within the Colorado DOT at the Eisenhower Johnson Memorial Tunnel TOC on the I-70 Mountain Corridor Heavy-Tow Quick Clearance (since 2010) and Courtesy Patrol Program (since 2014)
- Currently embedded (COVID permitting) with Colorado DOT at the Golden and EJMT TOCs for on-site account management of the CDOT State Farm Safety Patrol Program in the Denver metro and the Heavy-tow Quick Clearance & Safety Patrol program on the I-70 Mountain Corridor
- Coordinated emergency response to North American train derailments, deploying heavy equipment, hazardous material clean-up teams, and relief crews from strategically located divisions across the United States, Canada, and Mexico

Certifications:

- SHRP 2
- Colorado Statewide TIM Conference 2017 thru 2020
- Counselor Salesperson Training 2013

Matt Fiocca (Chief Information Officer) +4 Years Experience

Matt Fiocca has over a decade of web and native application design, architecture, and engineering experience. He has developed software and infrastructure solutions for both private corporations and governmental agencies alike.

**NOTABLE RELEVANT INCIDENT MANAGEMENT EXPERIENCES**

- Designed, developed, and maintain the latest iterations of the IncidentClear software platform.
- Working closely with various DOTs, tow truck operations, law enforcement, and dispatch centers to ensure the successful development and testing of our incident reporting and AVL products:
 - Colorado, CDOT
 - California, SANDAG and CHP
 - Michigan, MDOT
 - West Virginia, WVDOH

Certifications:

- SHRP 2
- AWS Conversant



Samuel Baker (WVDOH Courtesy Patrol GM) +12 Years Experience

Samuel possesses 12 years of incident management experience with a variety of differing agencies in the industry, including being a licensed police officer. He holds multiple certifications in incident management and specializes in training and quick clearance methodologies.

NOTABLE RELEVANCE

- *CDOT SAFETY PATROL PROGRAM 2016 - 2018*
- *WVDOH COURTESY PATROL MANAGER 2018 - Present*

**Certifications:**

- SHRP 2
- National TIM Train the Trainer
- OSHA
- Hazmat
- FEMA
- DOJ
- ATAP
- HealthOne
- CPES
- AHA CPR/AED & First Aid



Successful Customer Service Experience

IncidentClear views customer service relative to these programs very broadly. Of course, we want to proudly and expeditiously assist the motorists....and we do! We boast a 99.9% customer satisfaction response with a 92% excellence rating from our motorists assisted within the state.

In addition to the motorists, we view WVDOH, local law enforcement, fire, and EMS as our customers as well. Our goal is to have all of these stakeholders satisfied with our service and improve the brand of WVDOH throughout the state.

INCIDENTCLEAR FEEDBACK REVIEW (2021 YTD)

Total Responses	713
Response Rate	6.1%

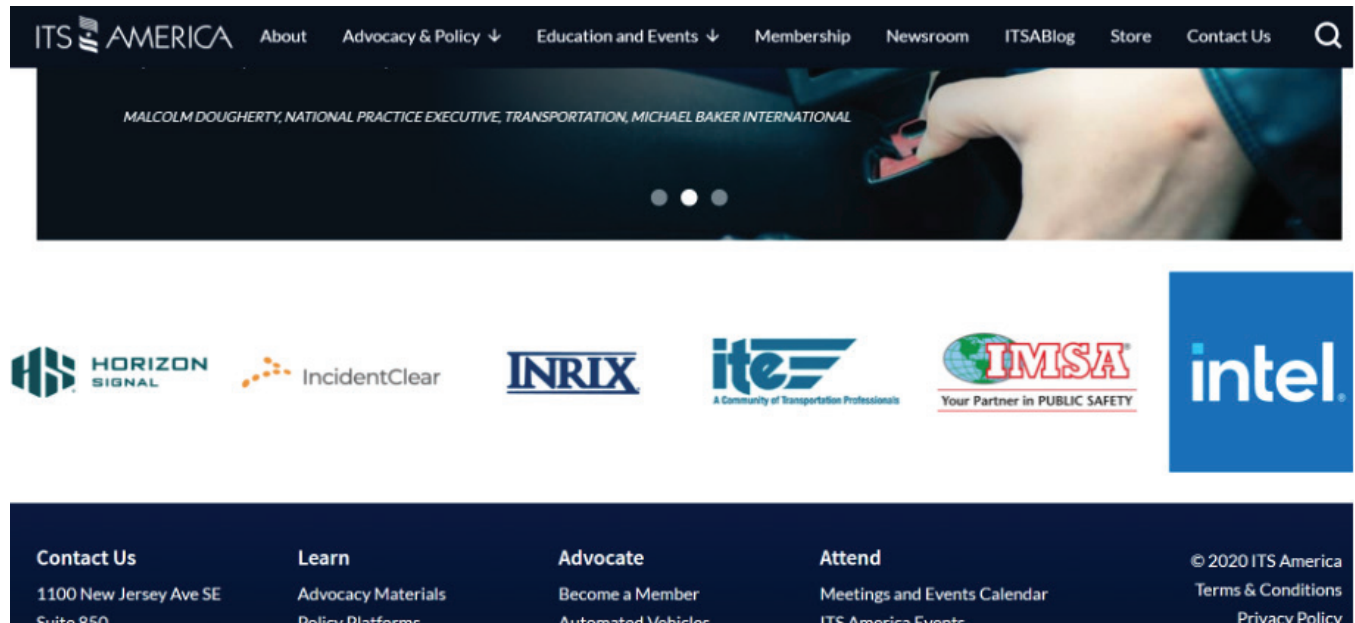
KEY RESPONSES

How would you rate the service?

92% Excellent	Excellent	686
	Very Good	26
	Good	1
	Fair	0
	Poor	0

ITS America

IncidentClear and its technology affiliate, IC Systems, prides itself on innovation and collaboration with multiple entities in order to make our roadways safer and more efficient.



For proof of IncidentClear's membership in ITS America, please go to <https://itsa.org/our-members/>.

For IncidentClear's membership letter, please refer to Appendix G.

Amber Alert

IncidentClear has partnered with the Amber Alert Training and Technical Assistance Program to train and educate our current personnel patrolling the West Virginia roadways (See Appendix F for subset of the current certifications).

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,

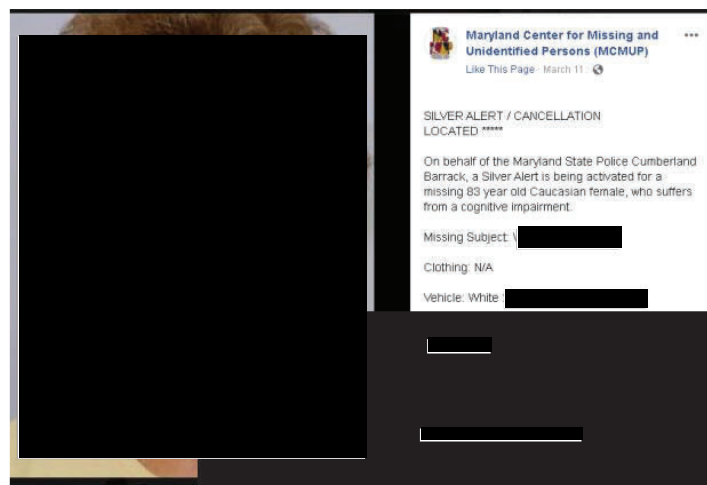
Thanks for getting involved and training your personnel. Your “eyes and ears” can be a great asset to law enforcement when a child goes missing.

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.

Nationally, IncidentClear operators have successfully ended multiple amber alerts by finding and assisting law enforcement with the subjects involved. In West Virginia on March 12th, 2021, IncidentClear's operator on Interstate 81 successfully ended the Silver Alert related to Erma Warner. Erma Warner was a subject of a silver alert in nearby Maryland. She was found roaming off the highway just south of Martinsburg. IncidentClear's operator utilized his training and handed her off to local law enforcement.



Training & Implementation Plan

IncidentClear's most valuable assets are its people. Our mission is to hire and retain service minded individuals who have a history of service within their lives. We give preference to former military veterans, law enforcement, and emergency response personnel. Upon hire and successful drug and background checks, IncidentClear administers training in excess of what is documented in the RFQ. This consists of a two-week training program for each of the operators, and then quarterly and annual refreshers.

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. Through this, IncidentClear and its training manager have earned the following certifications:

National Traffic Incident Management (TIMS) Response Training • Train the Trainer (SHRP2 FHWA) in National Traffic Incident Management (TIMS) • OSHA #511 - Occupational Safety and Health Standards for General Industry • OSHA #5119 - Cal/OSHA Standards for General Industry • HAZ-MAT Awareness Certification • National Incident Command 100 (FEMA) • Advanced First Aid/CPR/AED (American Heart Association) • National Incident Command 700 (FEMA) • ICS for Initial Action Incident 200 (FEMA) • Eagle Scout Award (Boy Scout of America) • National Response 800 (FEMA) • Patient Care Reports (HealthOne) • Domestic Violence Investigation (ATAP) • BLS Airway Management (HealthOne) • Explosive Detection (ATAP) • BLS Pharmacology (HealthOne) • Life Saving Award (CPES) • HAZ-MAT Basic Certification • AMBER ALERT Training • Type III Division Supervisor Certification – In Progress • Fire Marshal Investigator – In Progress • Nuclear Safety Specialist – Certified • Nuclear Gauge - Certified • Association of Threat Assessment Professionals: Workplace Safety and Security, Asset Protection, Surveillance/Counter Surveillance, Domestic Violence Investigation, and Explosive Detection • Department of Justice: Ethics of Leadership, Scene and DNA Basic Analysts, Forensic DNA for Court Officers, and Report Writing and Courtroom Testimony for Forensic Analysts (DOJ) • Tactical Driving and Evasive Maneuver Training POST • Allergic Reactions and Anaphylaxis and BLS Airway Management (HealthOne) • Appendix H

INITIAL TRAINING

COURSE / TRAINING	INSTRUCTOR	HOURS
Program Overview, Dispatch Meet & Greet (COVID Dependant), Safety Protocols, Risk Management, IncidentClear Policy & Procedures, IncidentClear Professional Policies, IncidentClear Application Usage, Radio Usage	Sam Baker & Supervisors	32
Traffic Incident Management SHRP2 Course	Sam Baker	4
First Aid/CPR	Multiple	4
Amber Alert	Online / Sam Baker	
Vehicle Ride-Along: Push Bumper Usage, DebrisClear System Usage*, Arrow Board Usage, Motorist Aid (Tire Change, Jump Start, Etc.), Radio Etiquette, Proper Scene Set-up, Vehicle Positioning & Cone Usage	Supervisors	40

*If Utilized

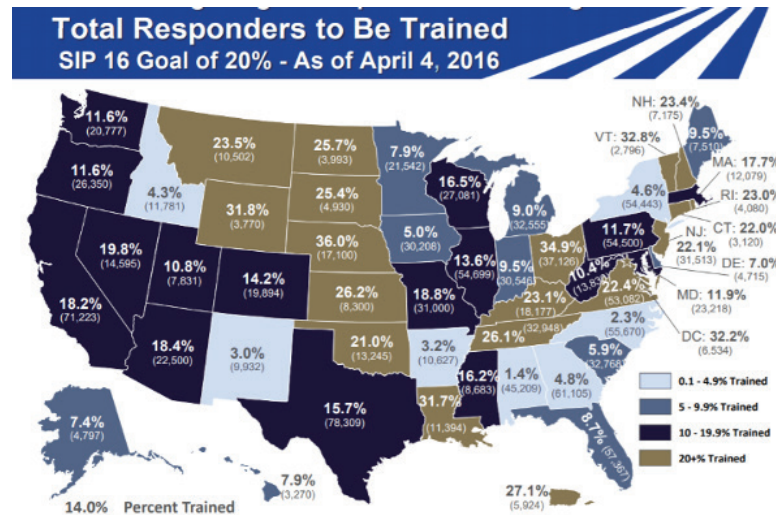
RECURRING TRAINING

COURSE / TRAINING	INSTRUCTOR	FREQUENCY
Application Updates, Reporting Updates, Clearance Time Trends, Secondary Incident Trends, Cone Usage Methodologies, Comment Card Feedback, WVDOH AARs	Ryan Davids, Chris Jordening, Sam Baker	Quarterly
Traffic Incident Management SHRP2 Refresher Course	Sam Baker	Annually
First Aid/CPR	Multiple	Every Two Years
Amber Alert Refresher	Multiple	Annually
Regional Updates & Meetings	Supervisors	Monthly/Quarterly
After Action Reviews / Toolbox Meetings	Ryan Davids, Chris Jordening, George Bergeron, Sam Baker	As Needed

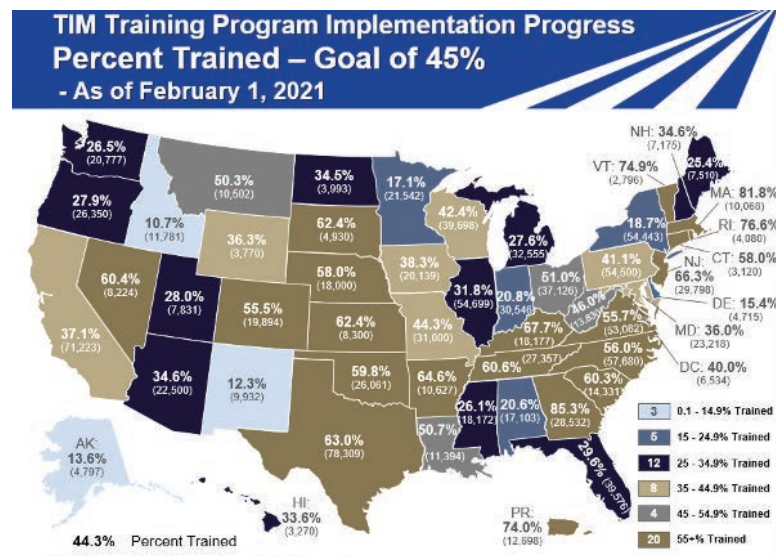
Unparalleled Statewide TIMs Experience, Training, and Presence

Prior to IncidentClear's presence in West Virginia in 2018, the state ranked in the bottom half of states associated with TIM Training Program Implementation Progress. Subsequently, IncidentClear's team of SHRP2 TIM trainers have embedded themselves within the first responder community. Collectively, we have led TIM training sessions with various first responders throughout the state.

Before



After



Currently, West Virginia boasts over 45 percent of first responders trained, one of highest state increases over this time.

Potential Innovation

Debris removal has long been the Achilles heel for highway maintenance and traffic incident management. Misc. debris from vehicles can create congestion or even worse, crashes. Removing debris out of an active traffic lane is extremely dangerous and many operators have lost their lives while performing this seemingly simple task. Along with the Colorado Department of Transportation, IncidentClear sought to make this process safer and simpler. Hence, we wanted to create a device that efficiently removed debris from the travel lanes while the operator never leaves the cab of the vehicle. We searched the marketplace and few options existed. And the options that did exist had durability or environmental concerns.



With this as the inspiration, IncidentClear and its engineers prototyped the DebrisClear system. The DebrisClear system works in tandem with a customary push bumper, creating roughly a 3 foot tall and 6 foot wide surface area for pushing any debris out of the travel lanes and into a safe area for pickup or disposal. Within the first few weeks of operation, the DebrisClear system efficiently removed plywood, tires, couches, animal carcasses, ladders, and more from the travel lanes.

The DebrisClear blade is powered by hydraulics with a self-leveling system. The blade is adjustable up and down and at rest hides behind the push bumper. When activated, it is designed to touch the pavement or be slightly above the road surface. The activated height is adjustable up to 2 inches off the pavement. The blade is also equipped with three trip-edges that are designed to breakaway in the event the device hits a pothole or bridge abutment, and custom teeth to grab any debris it meets, keeping it safely on the blade face. Within the vehicle, the DebrisClear system comes with a monitor that has two cameras. The first camera is pointed roughly 6 to 8 feet in front of the cab to ensure the debris is adequately lined up with blade. The second camera is pointed downward where the blade meets the pavement to ensure the debris is caught by the blade. The system automatically turns on and off with the system is engaged and disengaged.



IncidentClear would like to further discuss with WVDOH the possibility of implementing a few of these devices throughout the state to enhance safety via the debris removal process.

Attachment A

Pricing Page

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

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

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

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

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

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



WV-10
Approved / Revised
06/08/18

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.
8. **Application is made for reciprocal preference.**
☐ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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: 8/17/2021

Title: Managing Member

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

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

Proc Folder: 886402 Doc Description: STATEWIDE COURTESY PATROL CONTRACT - 66210079 Proc Type: Central Master Agreement			Reason for Modification:
Date Issued 2021-08-13	Solicitation Closes 2021-08-30 13:30	Solicitation No CRFQ 0803 DOT2200000032	

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

VENDOR			
Vendor Customer Code: VS0000015242 Vendor Name : IncidentClear, LLC Address : 215 Michigan Avenue Street : City : Nitro State : WV Country : USA Zip : 25143 Principal Contact : Ryan Davids Vendor Contact Phone: (219) 895-6563 Extension:			

FOR INFORMATION CONTACT THE BUYER John W Estep 304-558-2566 john.w.estep@wv.gov		
		
Vendor Signature X	FEIN# 46-5536890	DATE 8/30/2021

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

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

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

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

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description:

STATEWIDE COURTESY PATROL CONTRACT - 66210079

SCHEDULE OF EVENTS

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

	Document Phase	Document Description	Page 3
DOT2200000032	Final	STATEWIDE COURTESY PATROL CONTRACT - 66210079	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000032

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

INCIDENT CLEAR, LLC

Company



Authorized Signature

8/26/2021

Date

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000032

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- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
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INCIDENT CLEAR, LLC

Company



Authorized Signature

8/26/2021

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INCIDENT CLEAR, LLC

Company



Authorized Signature

8/26/2021

Date

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

West Virginia Ethics Commission

**Disclosure of Interested Parties to Contracts**

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "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. (This subdivision does not apply to a publicly traded company); 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. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: IncidentClear, LLC Address: 215 Michigan Avenue
Nitro, WV 25143

Name of Authorized Agent: Ryan Davids Address: Same

Contract Number: _____ Contract Description: Courtesy Patrol

Governmental agency awarding contract: Dept. of Highways

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☒ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

RYAN DAVIDS

GEORGE BERGERON

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.

Signature: _____

Date Signed: 8/24/2021

Notary Verification

State of West Virginia, County of Kanawha:

I, RYAN DAVIDS, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 24th day of August, 2021.

Notary Public's Signature: _____

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



Revised June 8, 2018

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: INCIDENT CLEAR, LLC

Authorized Signature: [Signature] Date: 8/24/2021

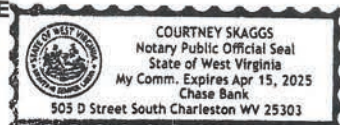
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 24th day of August, 2021.

My Commission expires April 15, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 02/10/2021

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: August 20, 2021 due by 10:00am

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: john.w.estep@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:	Statewide Courtesy Patrol Program
BUYER:	John Estep
SOLICITATION NO.:	CRFQ 0803 DOT2200000032
BID OPENING DATE:	August 30, 2021
BID OPENING TIME:	1:30 pm
FAX NUMBER:	304-558-3970

Revised 02/10/2021

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 a 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 _____ 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: August 30, 2021 @ 1:30pm

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

REQUEST FOR QUOTATION
Statewide Courtesy Patrol Program

SPECIFICATIONS

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

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

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

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

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Statewide Courtesy Patrol Program

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

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Statewide Courtesy Patrol Program

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

4. PROGRAM REQUIREMENTS:

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

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

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

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

6. VENDOR REQUIREMENTS:

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

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Statewide Courtesy Patrol Program

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

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Statewide Courtesy Patrol Program

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

7. FLEET:

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

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

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

8. PATROLLER EXPECTATIONS:

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

9. DOH REQUIREMENTS:

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

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

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

10.1. Mechanically Disabled Vehicle (Problem apparent): Perform the needed service if the problem with a disabled vehicle is readily diagnosed and can be easily remedied.

10.2. Mechanically Disabled Vehicle (Problem not readily apparent): Call a towing firm or a relative/friend to assist the motorist if the vehicle cannot be repaired or the cause of the problem cannot be determined.

10.3. Unattended vehicle: Unattended vehicles will be reported to the TMC with no further action unless directed to do so by the TMC.

10.4. Motor Vehicle Accident: Under no circumstances should there be any attempt to repair an accident vehicle to make it mobile.

10.5. Assistance to Emergency Services: The patroller shall assist as requested by emergency and law enforcement personnel at a variety of highway-related emergency situations by performing the following: securing the area; administering CPR or first aid, if required; and, positioning the patrol truck in such a manner to provide a safe zone for the emergency personnel. When requested to aid, the patroller shall follow law enforcement instructions at the scene of the incident. The instructions of law enforcement on the scene shall override and supersede any conflicting obligations or duties of the Vendor or the patrollers set forth herein.

10.6. Debris/Animal Removal: The patroller shall remove animal carcasses, tire and other road debris which can safely be moved from the driving lane to the roadway edge and shall contact the Vendor’s Center who shall promptly notify the TMC of the exact location and description of the situation.

10.7. Suspicious Activity: All suspicious activities observed on roads and bridges shall be reported to the Vendor’s Center who shall promptly notify the TMC and appropriate law enforcement agency(s) of the exact location and description of the situation.

10.8. Chemical Spills: Suspected chemical spills on or near the roadway shall be reported to the Vendor’s Center who shall promptly notify the TMC and appropriate law enforcement agency(s) of the exact location and description of the situation.

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

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12.1. Pricing Pages: Vendor shall complete the Pricing Page, Attachment A “Pricing Page” (ATT A), by providing the monthly cost to operate the statewide Program which shall include all components identified in the contract specifications. Failure to complete Pricing Page, Attachment A “Pricing Page” (ATT A), in its entirety may will result in Vendor’s bid being disqualified.

12.1.1. On Pricing Page, Attachment A “Pricing Page” (ATT A), the Vendor shall multiple their monthly cost by 12 to extend the pricing for an Annual Cost.

12.1.2. Additionally, on Pricing Page, Attachment A “Pricing Page” (ATT A), the Vendor shall provide a statewide hourly rate by dividing their Annual Cost by 5,840 hours (equal to 16-hour days, 365 days per year). And then dividing the result by the number of trucks utilized for patrols. Per Section 16.2, Reimbursement, of the contract specifications, the Vendor shall use this established hourly rate for calculation of reductions for any missed shift.

12.1.3. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

12.1.4. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:
John.W.Estep@wv.gov

12.2. Vendor shall provide federal and/or state enforcement agency documentation that the vendor has completed certified training for both Homeland Security and Amber Alert Programs. This documentation MUST be submitted with the Vendor’s bid submission. Failure to supply this documentation shall result in disqualification of the Vendor’s bid.

12.3. Vendor shall provide documentation of their current membership in ITS. This documentation MUST be submitted with the Vendor’s bid submission. Failure to supply this documentation shall result in disqualification of the Vendor’s bid.

13. CONTRACT AWARD: The Contract is intended to provide the Agency with a statewide Program as defined in this document. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total (12 months) cost as shown on the Pricing Page.

14. TRAVEL: There shall be no separate mileage and travel costs associated with the performance of this Contract other than what is included in the costs of the Program and identified in the contract specifications.

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

16. REPORTING:

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

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

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

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

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

17. ORDER ACKNOWLEDGEMENT AND PAYMENT: Payment and Reimbursement

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

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

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

18. VENDOR DEFAULT:

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

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

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

18.1.3. Failure to remedy deficient performance upon request.

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

18.2.1. Immediate cancellation of the Contract.

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

18.2.3. Any other remedies available in law or equity.

19. MISCELLANEOUS:

Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

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

REQUEST FOR QUOTATION
Statewide Courtesy Patrol Program

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

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

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on upon award and the initial contract term extends until (3) Three Years.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

☐ **Other:** See attached _____

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

☐

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☐

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

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

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

☐

☐

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

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

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

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

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

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

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

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

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

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 02/10/2021

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a


“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

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



Managing Member
(Name, Title)
Ryan Davids, Managing Member

(Printed Name and Title)
215 Michigan Avenue, Nitro, WV 25143


(Address)
(219) 895-6563 / (219) 476-3998

(Phone Number) / (Fax Number)
rdavids@incidentclear.com

(email address)

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

IncidentClear, LLC

(Company)


Ryan Davids, Managing Member
(Authorized Signature) (Representative Name, Title)

Ryan Davids, Managing Member
(Printed Name and Title of Authorized Representative)

8/30/2021
(Date)

(219) 895-6563 / (219) 476-3998
(Phone Number) (Fax Number)





Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Joe Anthony

This certificate is presented for successfully completing 1 hour of online training and meeting all course and program requirements under the **Investigative Checklist Training for Patrol First Responders** program provided by the AMBER Alert Training and Technical Assistance Program, a U.S. Department of Justice, Office of Justice Programs, and Office of Juvenile Justice and Delinquency Prevention Initiative.

Jeffrey Gerb

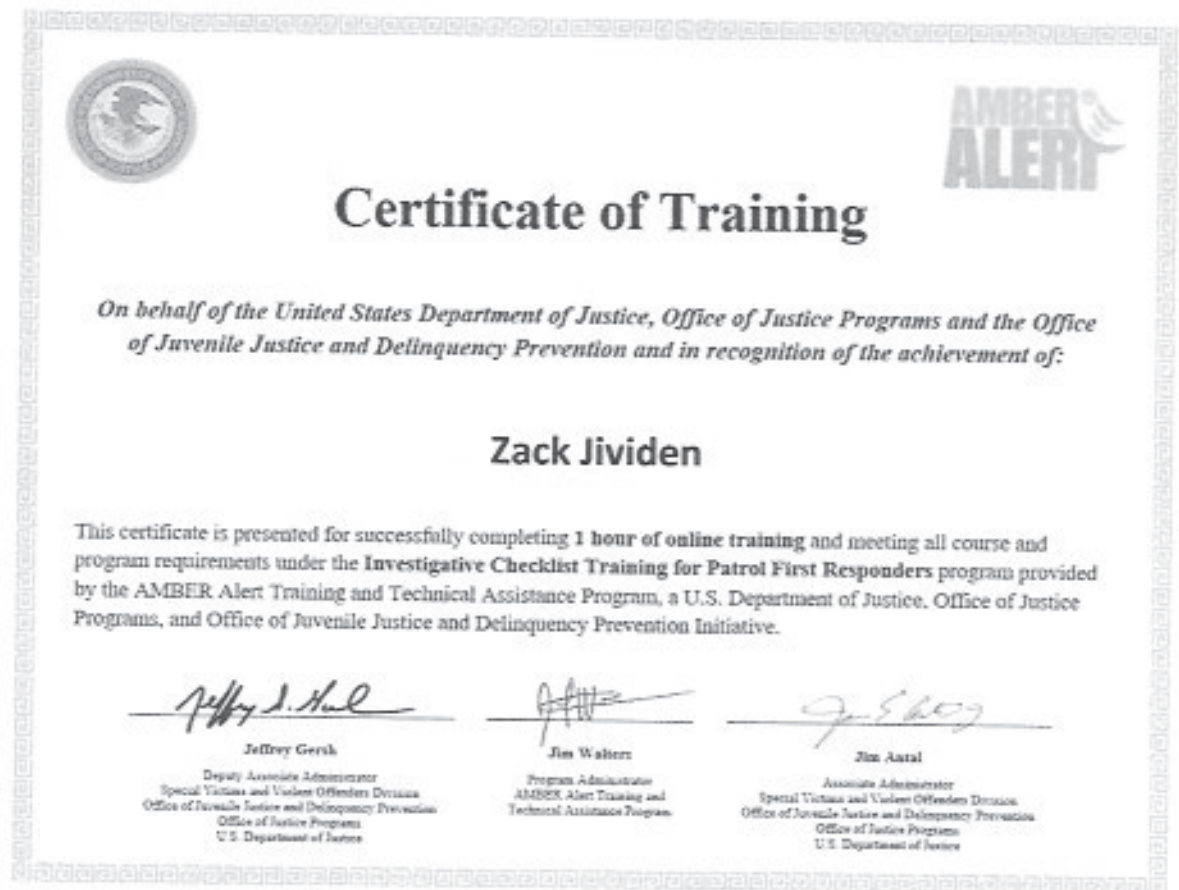
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Daniel Jones

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Mike Perry

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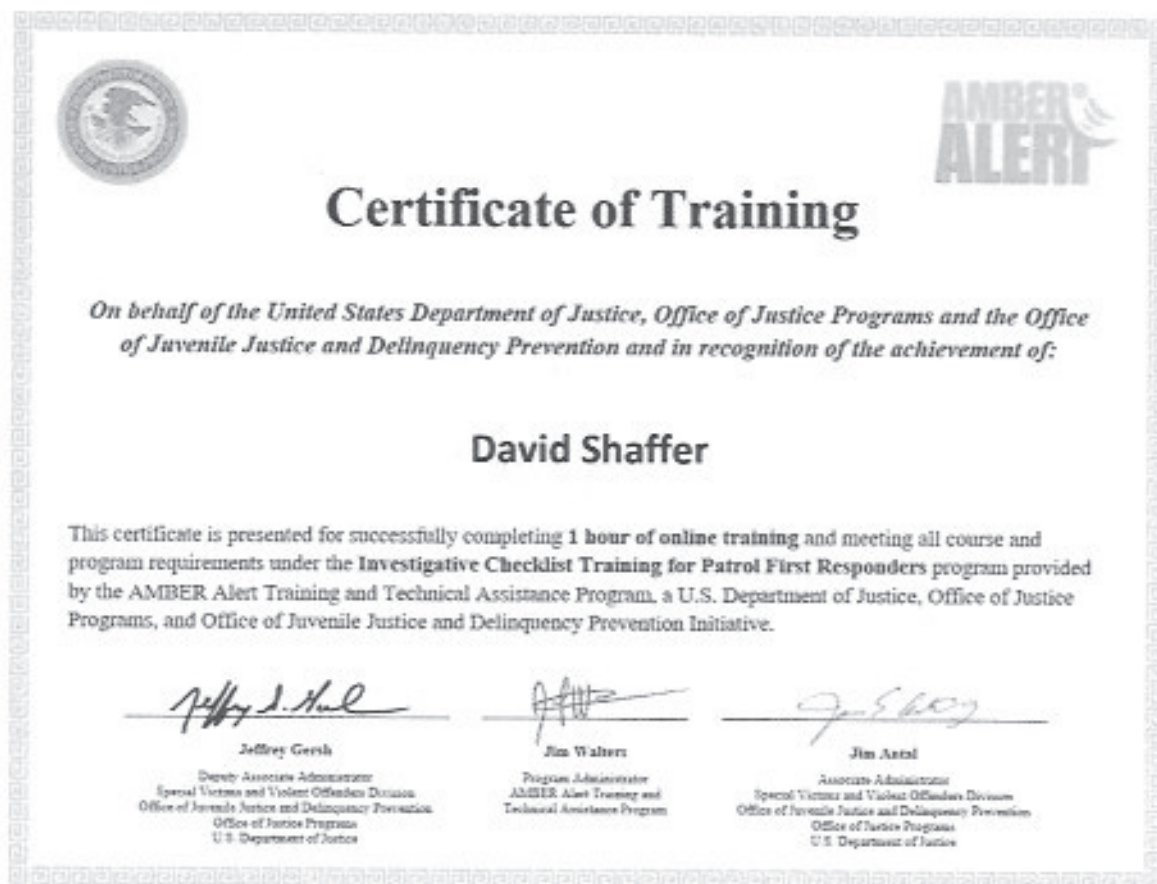
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Jamie Perrine

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Robert Parrish

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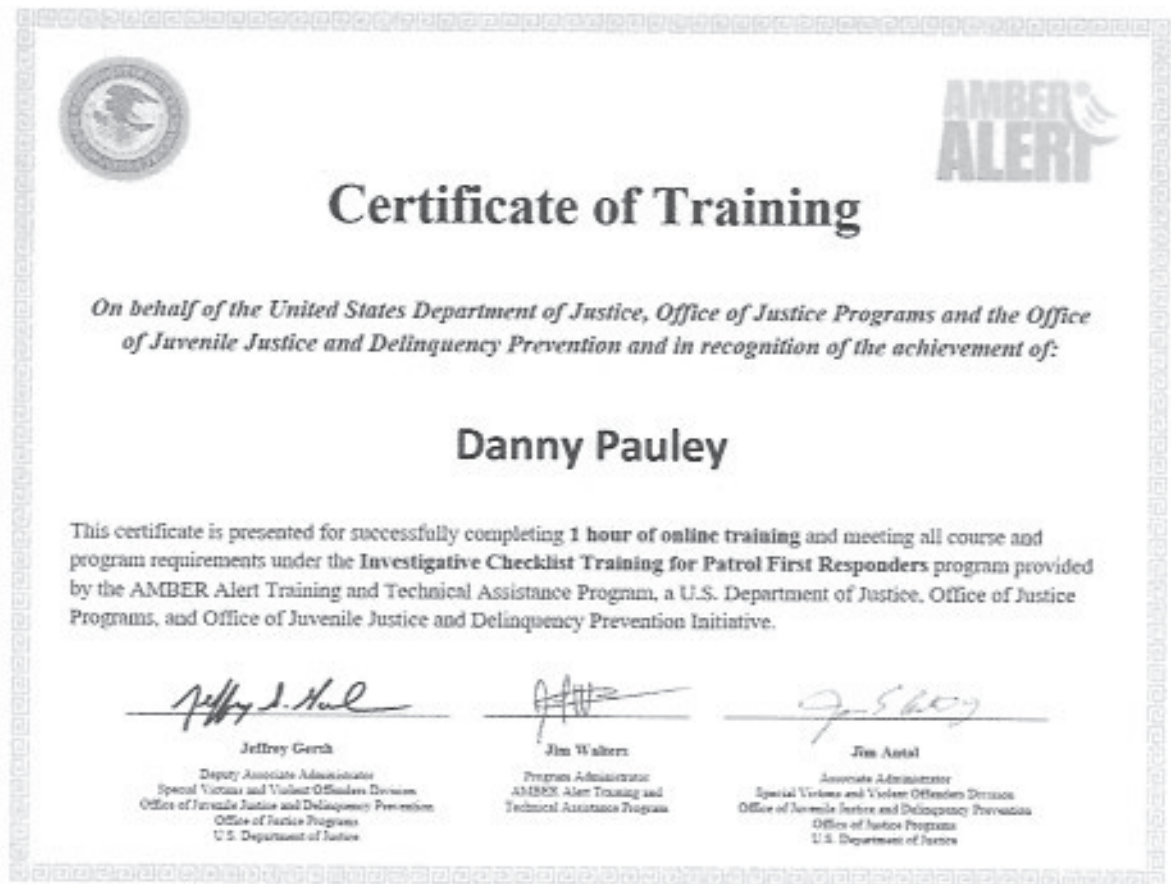
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<p><i>On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:</i></p>		
<h3>Shelley McDougal</h3>		
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<p>Jeffrey Gorch Deputy Associate Administrator Special Victims and Violent Offenders Division Office of Juvenile Justice and Delinquency Prevention Office of Justice Programs U.S. Department of Justice</p>	<p>Jim Walters Program Administrator AMBER Alert Training and Technical Assistance Program</p>	<p>Jim Antal Associate Administrator Special Victims and Violent Offenders Division Office of Juvenile Justice and Delinquency Prevention Office of Justice Programs U.S. Department of Justice</p>





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Antonia Walker

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Amy Baker

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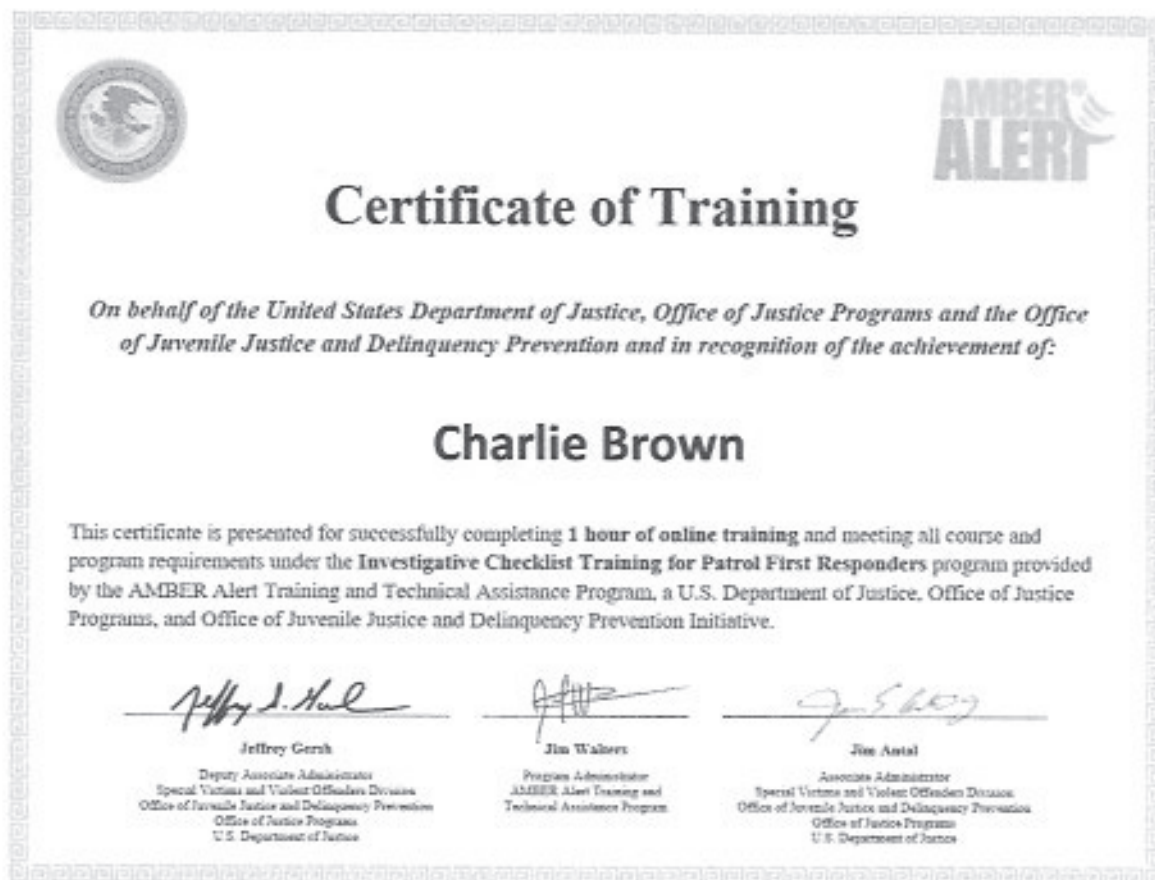
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Kim Lambert

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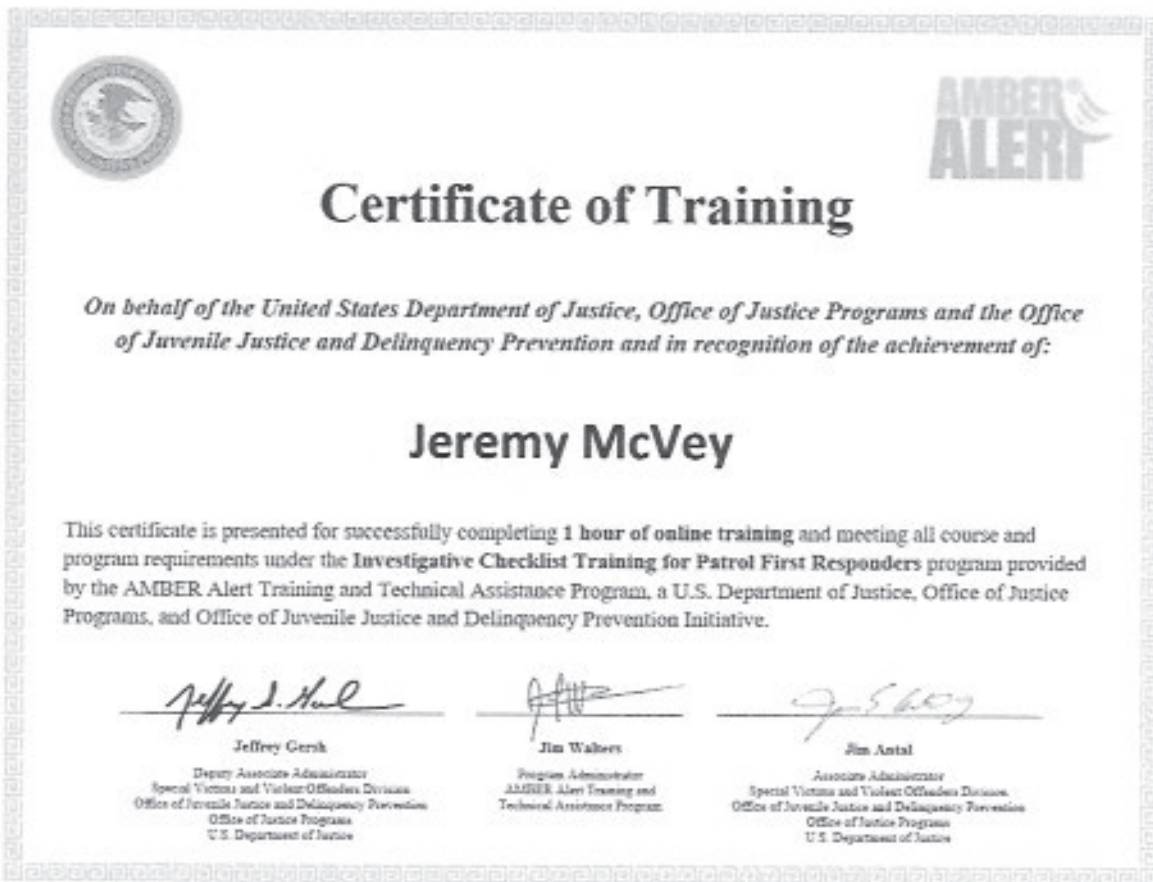
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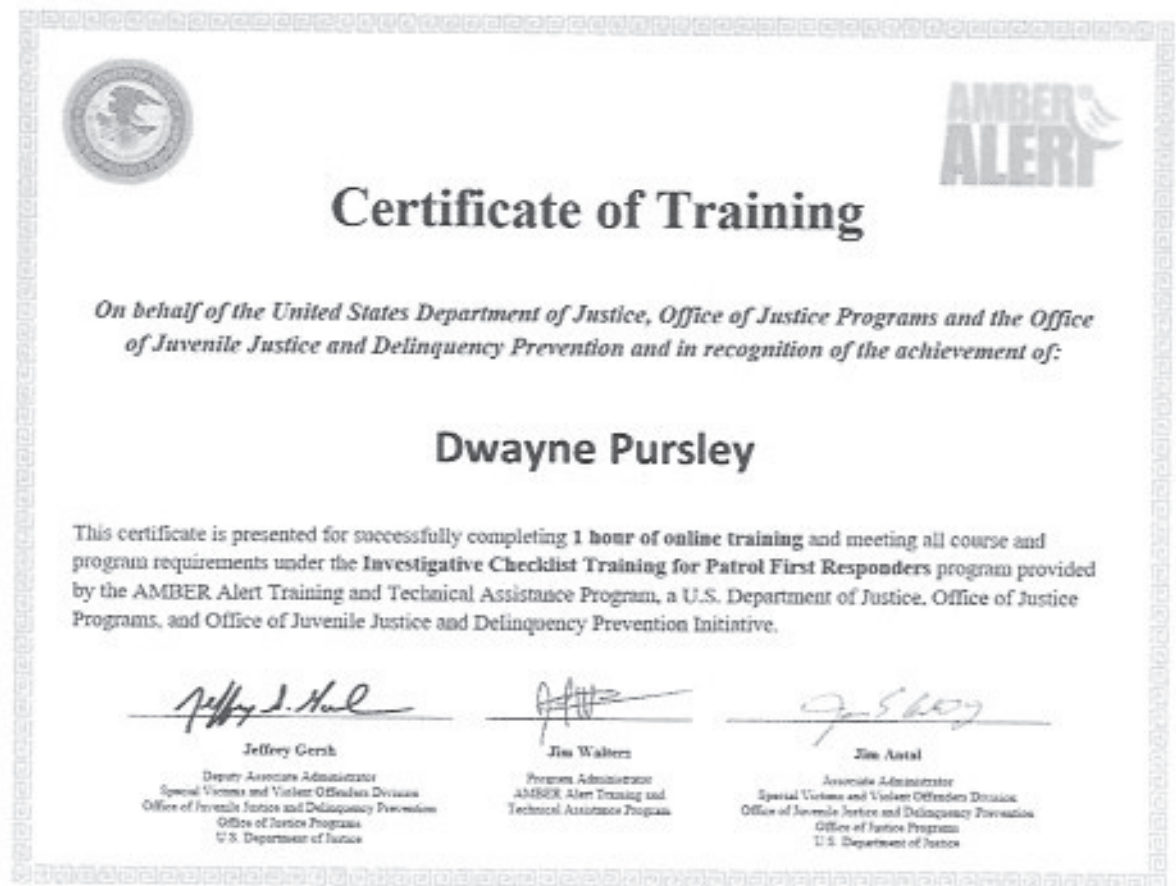
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Ritchie Acavedo

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Heidi Hefline

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Jevon Cullers

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Nick Lilley

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Jeff Wilson

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David Mercer

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Steven Myers

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Mark Welch

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Allen Sturgeon

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Barry Lillie

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Harold Conner

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Cody Burckette

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Michael Hivley

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Tim Blenden

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Glen Collins

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Yolanda Adams

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Jeffrey Gerth

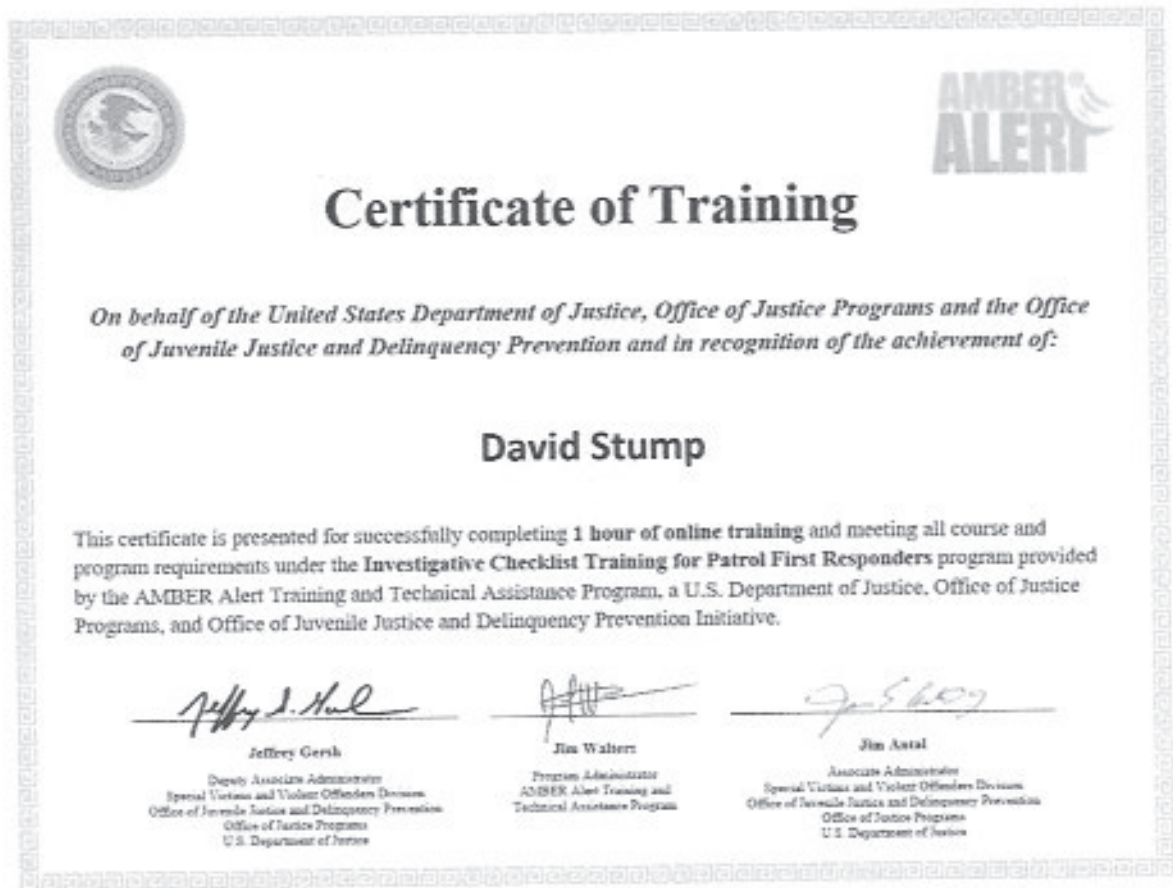
Deputy Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice


Jim Walters

Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal

Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



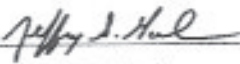



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Andrew Neal

This certificate is presented for successfully completing 1 hour of online training and meeting all course and program requirements under the **Investigative Checklist Training for Patrol First Responders** program provided by the AMBER Alert Training and Technical Assistance Program, a U.S. Department of Justice, Office of Justice Programs, and Office of Juvenile Justice and Delinquency Prevention Initiative.

 Jeffrey Gerth Deputy Associate Administrator Special Victims and Violent Offenders Division Office of Juvenile Justice and Delinquency Prevention Office of Justice Programs U.S. Department of Justice	 Jim Walters Program Administrator AMBER Alert Training and Technical Assistance Program	 Jim Axtell Associate Administrator Special Victims and Violent Offenders Division Office of Juvenile Justice and Delinquency Prevention Office of Justice Programs U.S. Department of Justice
---	--	---





Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Horace Crockette

This certificate is presented for successfully completing 1 hour of online training and meeting all course and program requirements under the **Investigative Checklist Training for Patrol First Responders** program provided by the AMBER Alert Training and Technical Assistance Program, a U.S. Department of Justice, Office of Justice Programs, and Office of Juvenile Justice and Delinquency Prevention Initiative.

Jeffrey Gerch

Deputy Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters

Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antel

Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Tyler Wood

This certificate is presented for successfully completing 1 hour of online training and meeting all course and program requirements under the Investigative Checklist Training for Patrol First Responders program provided by the AMBER Alert Training and Technical Assistance Program, a U.S. Department of Justice, Office of Justice Programs, and Office of Juvenile Justice and Delinquency Prevention Initiative.

Jeffrey Gerik

Deputy Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters

Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal

Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Corey Greenwood

This certificate is presented for successfully completing 1 hour of online training and meeting all course and program requirements under the Investigative Checklist Training for Patrol First Responders program provided by the AMBER Alert Training and Technical Assistance Program, a U.S. Department of Justice, Office of Justice Programs, and Office of Juvenile Justice and Delinquency Prevention Initiative.

Jeffrey Gersh

Deputy Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters

Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal

Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Ray Bryd

This certificate is presented for successfully completing 1 hour of online training and meeting all course and program requirements under the Investigative Checklist Training for Patrol First Responders program provided by the AMBER Alert Training and Technical Assistance Program, a U.S. Department of Justice, Office of Justice Programs, and Office of Juvenile Justice and Delinquency Prevention Initiative.

Jeffrey Gerth

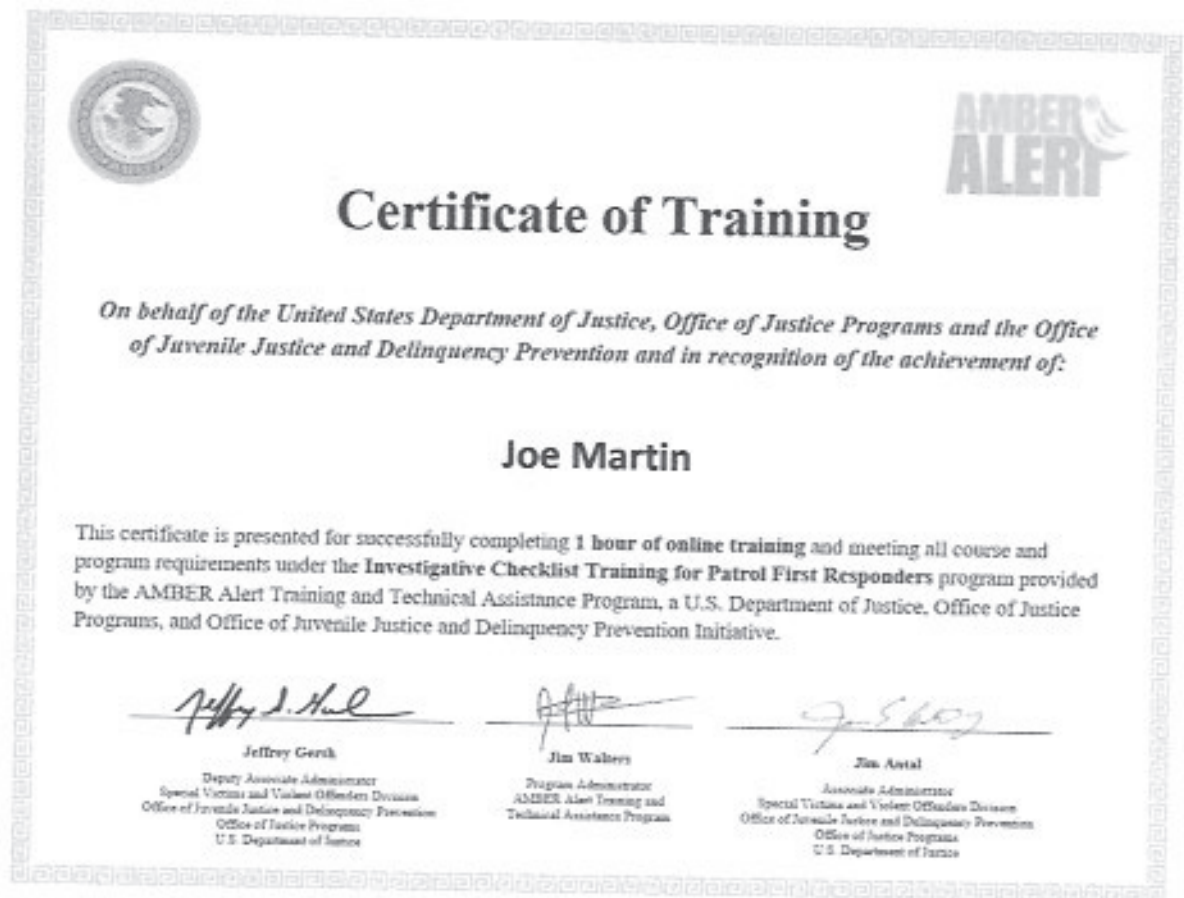
Deputy Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters

Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal

Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice





Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Jessica Alden

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Jeffrey Gerth

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Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters

Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Anzal

Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Glen Collins

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Jeffrey Gersh

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Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters

Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal

Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Travis Curtis

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Jeffrey Gersh
Deputy Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters
Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal
Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Anthony Delia

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Jeffrey Gersh

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Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters

Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal

Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

John Malatinski

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Jeffrey Geeth
Deputy Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters
Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal
Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Cecil Ledsome

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Jeffrey Gerth

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Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters

Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal

Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Donald Salmoms

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Jeffrey Gersh

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Special Victims and Violent Offenders Division
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Office of Justice Programs
U.S. Department of Justice

Jim Walters

Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal

Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice



Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Larry Reeves

This certificate is presented for successfully completing 1 hour of online training and meeting all course and program requirements under the **Investigative Checklist Training for Patrol First Responders** program provided by the AMBER Alert Training and Technical Assistance Program, a U.S. Department of Justice, Office of Justice Programs, and Office of Juvenile Justice and Delinquency Prevention Initiative.

Jeffrey Gersh

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Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

Jim Walters

Program Administrator
AMBER Alert Training and
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Jim Antal

Associate Administrator
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Certificate of Training

On behalf of the United States Department of Justice, Office of Justice Programs and the Office of Juvenile Justice and Delinquency Prevention and in recognition of the achievement of:

Stephanie Pruitt

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Jeffrey Gerth

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Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

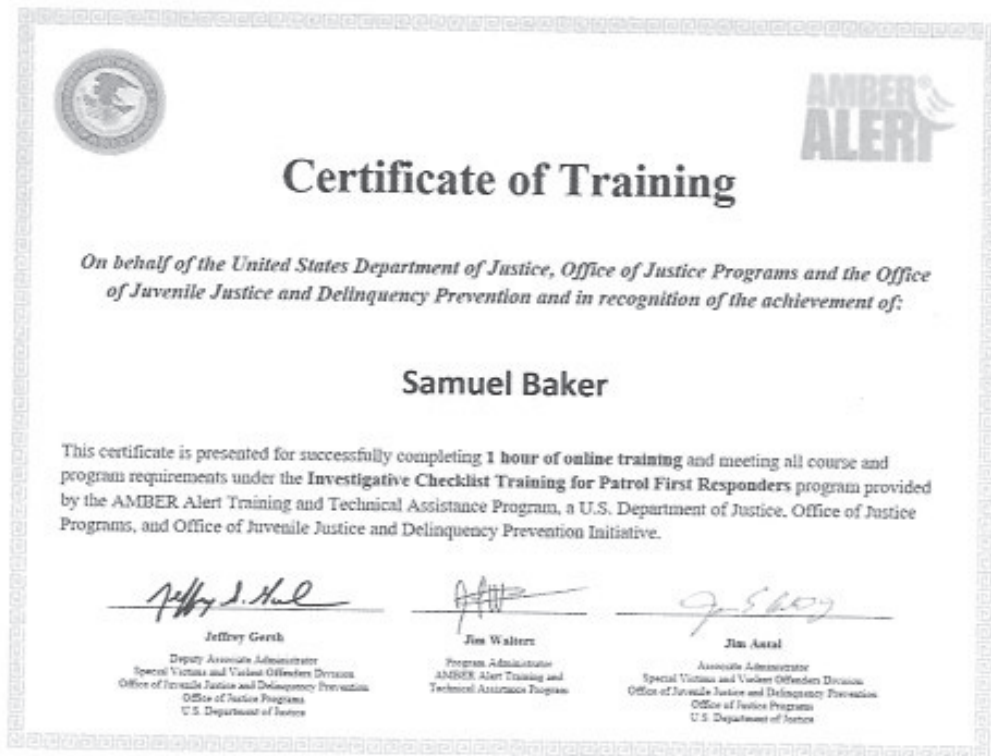
Jim Walters

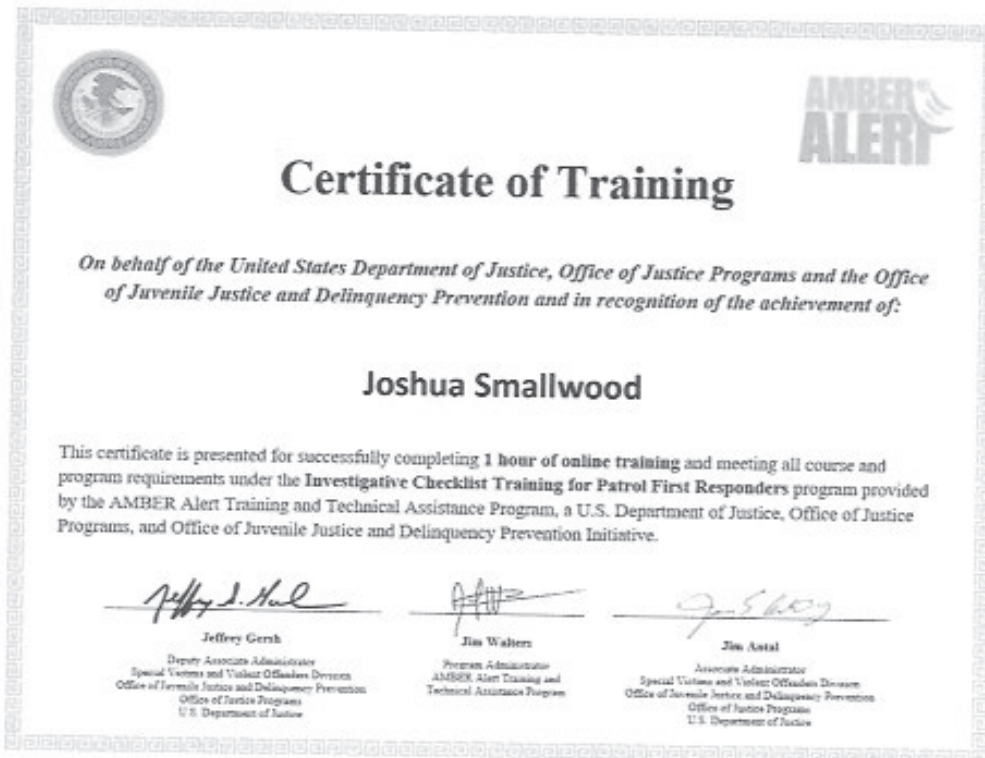
Program Administrator
AMBER Alert Training and
Technical Assistance Program

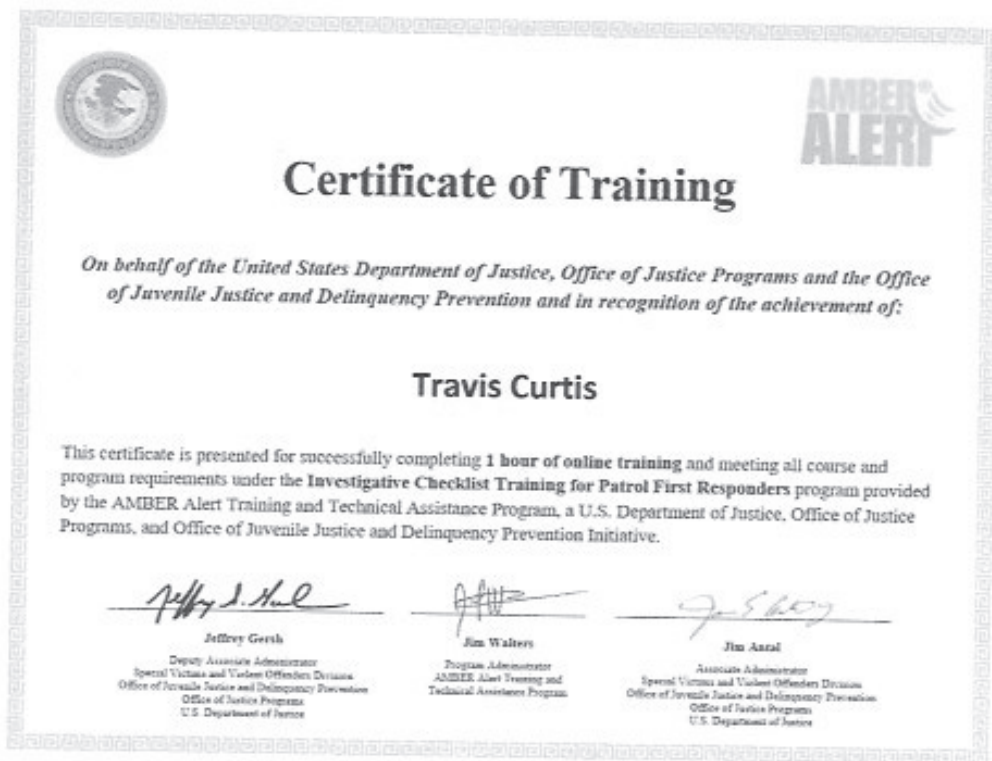
Jim Antal

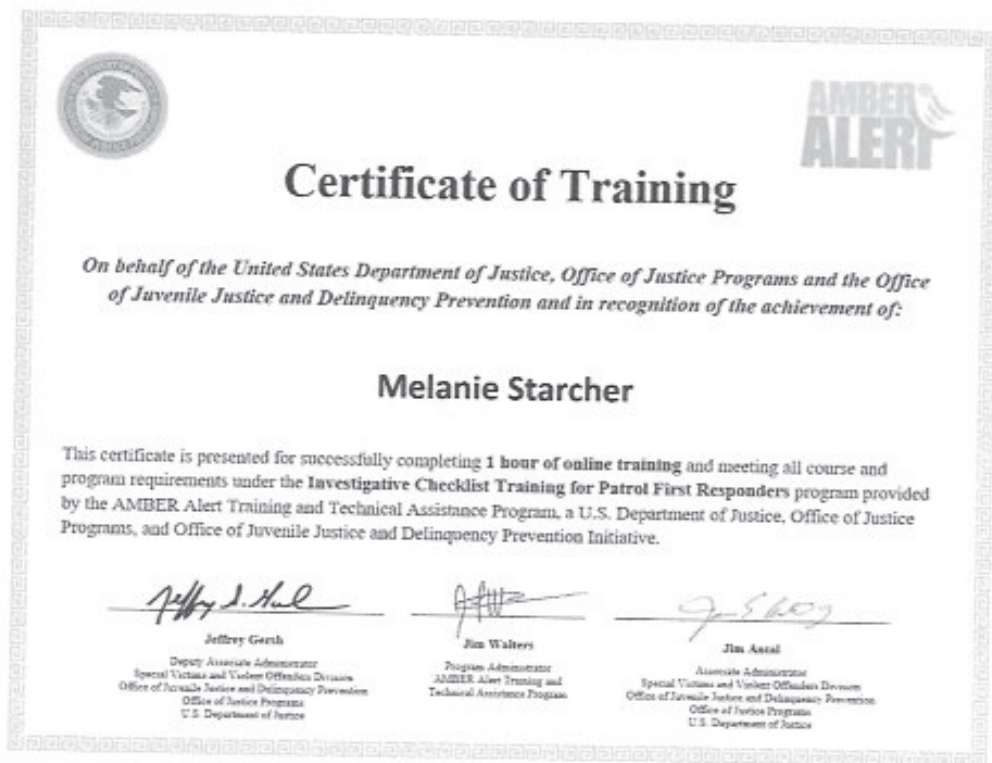
Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice

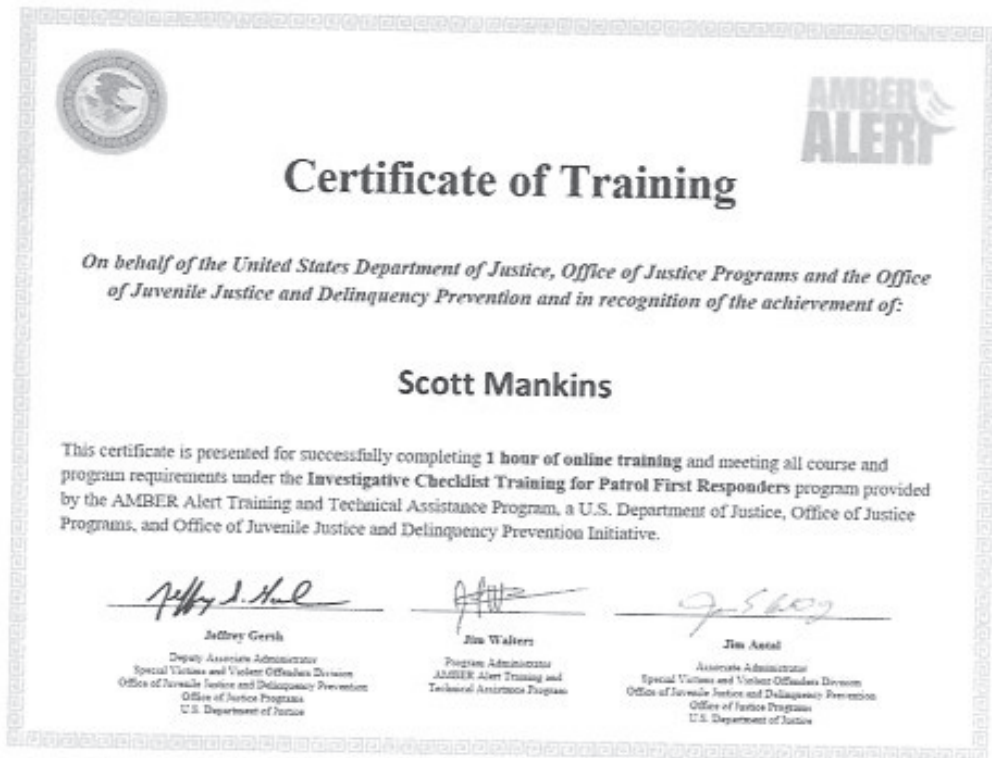














Ryan Davids
IncidentClear
215 Michigan Avenue
Nitro, WV 25143

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 to our membership.

ITS America sends you **email communications** frequently to make sure you are up to date on member benefits, policy and advocacy, and professional development opportunities, including the ITS America *Momentum* newsletter (bi-weekly to all members) and *Policy Rundown* (weekly to all members.) **Any employee listed on your membership application will be added to our mailing lists.** If you would like to add employees to your membership roster and the mailing list, you can contact us at any time!

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, meetings@itsa.org, and comms@itsa.org
- itsa@campaignmonitor.com
- itsa@multibriefs.com
- itsa@smartbrief.com

Our Salesforce-based online **Member Portal** is in beta testing. If you change your address, phone, fax or email or would like to check your dues status, ITS America members will be able to update their own information through the "Membership Portal" page, linked at the ITS America website under "Member Tools." We will be providing members initial login access in early 2022, so stay tuned. In the meantime, **please contact the membership team** for any account changes, roster additions, or other questions.

We look forward to welcoming ITS professionals to our 2021 Annual Meeting in [Charlotte, NC next December](#). Members receive attendee and exhibitor discounts for large conferences like the Annual Meeting. Due to the ongoing COVID-19 pandemic, our virtual alternative for the traditional ITS World Congress, titled "**World Congress All-ACCESS**," was held September 16 – October 8th, 2020. ALL-ACCESS offers a variety of education sessions, roundtables, and fireside chats with private transportation and

public agency leaders. As a member, you receive complimentary registration to ALL-ACCESS, and we are excited to host the World Congress in-person again in 2022 in Los Angeles. Please visit www.itsamericaevents.com to learn more.

ITS America has **six Standing Advisory Committees and related working groups**, open to all members. Committee participation is limited to members in good standing – to learn more, please visit www.itsa.org/standing-committees. Additional information is enclosed.

Additionally, ITS America is continuing our **Digital Education Series**, which includes member webinars. ITSA members are invited to present on a topic of their choice to ITS stakeholders. If you are interested in presenting a member webinar this year, please contact meetings@itsa.org

If you have press releases or information you'd like to share on your company's ITS related projects, please let us know! Contact comms@itsa.org to submit to our bi-weekly newsletter and social media.

These are exciting times for the intelligent mobility industry. We are 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 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

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



03 IACET CEU

Tony Russell

Superintendent

Emergency Management Institute

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:

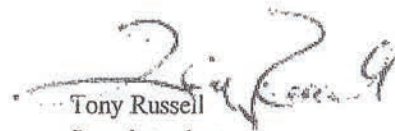
IS-00200.b

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

Issued this 25th Day of November, 2013



03 IACET CEU


Tony Russell
Superintendent



COMMONWEALTH OF VIRGINIA



This is to certify that

SAMUEL BAKER

Has successfully completed the following with 24 contact hours

VDEM – ICS-300: Intermediate ICS for Expanding Incidents


STATE AUTHORIZING OFFICIAL



Course Completion Date

01/09/2019



COMMONWEALTH OF VIRGINIA



This is to certify that

SAMUEL BAKER

Has successfully completed the following with 16 contact hours

**VDEM – ICS-400: Advanced ICS for Command and
General Staff**


STATE AUTHORIZING OFFICIAL



Course Completion Date

03/28/2019

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



03 IACET CEU


Tony Russell
Superintendent

Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

SAMUEL J BAKER

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

IS-00800.c

National Response Framework, An Introduction

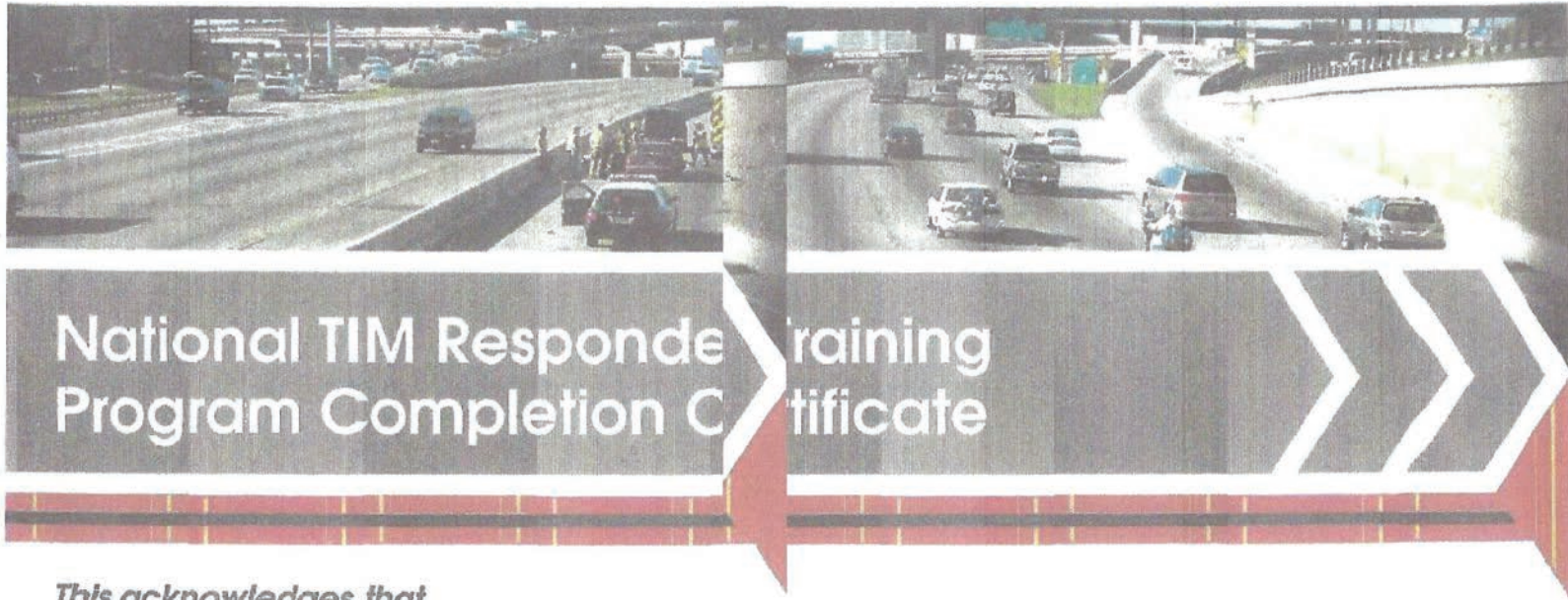
Issued this 3rd Day of October, 2019



0.3 IACET CEU

A handwritten signature in black ink, appearing to read "Michael J. Sharon".

Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency



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

Lorenzo Parra
Massachusetts Department of Transportation





This acknowledges that

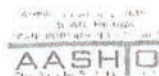
Steven Bodoin

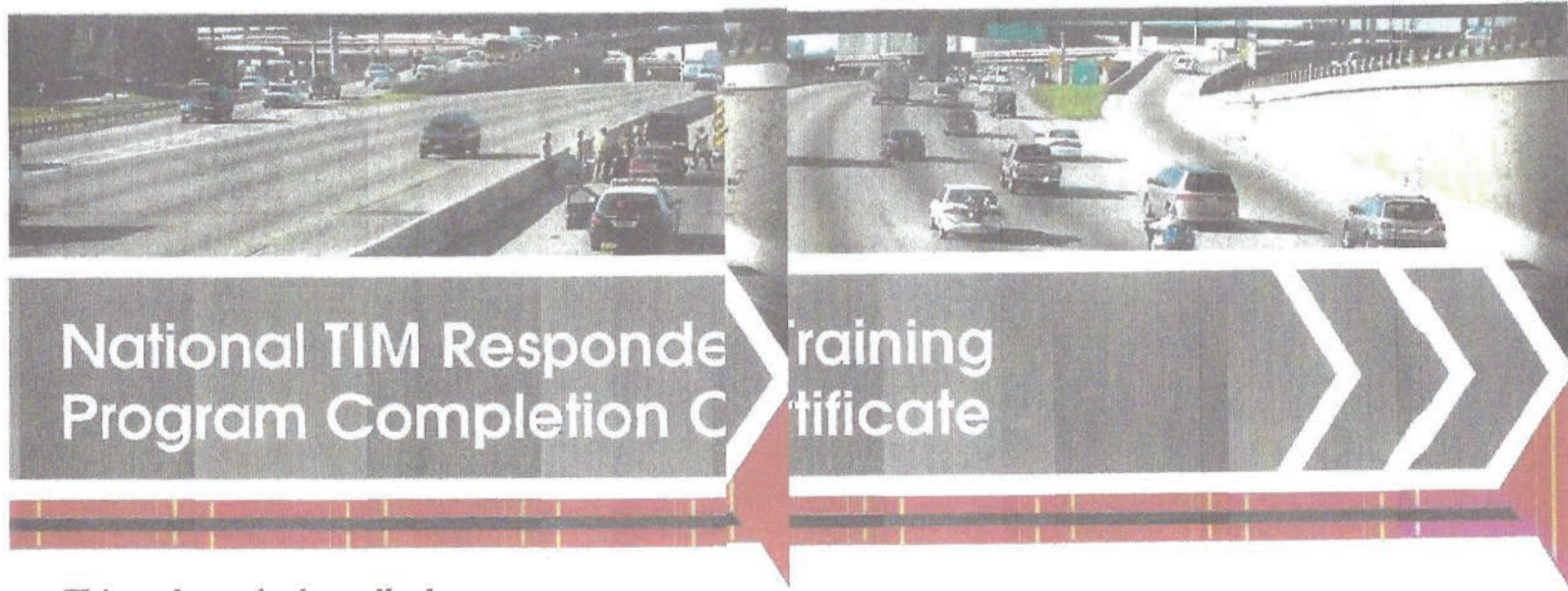
has successfully completed the National Traffic Incident Management Responder Course and earned 4 Professional Development Hours (PDHs) and/or 4 Hours OEMS Continuing Education Credit (153781).

Date: 4/13/2016

Lorenzo Parra

Lorenzo Parra
Massachusetts Department of Transportation





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

Jose A. Parra

Lorenzo Parra
Massachusetts Department of Transportation





National TIM Responder Training Program Completion Certificate

This acknowledges that

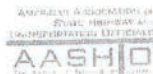
Samuel Baker

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

Date: May 2-3, 2017

Bart Trippel

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



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)

APNGA Portable Nuclear Gauge Safety & U.S. D.O.T. Hazmat Certification Class

Certificate of Completion to:

Sam Baker

HAZMAT refresher training is required within 3 years after today's date:

November 5, 2020

This course covers training criteria of NUREG 1556, The Agreement States,
and 49 CFR 172, Subpart H.

The Company RSO completes the training requirements by familiarizing the employee with:

- State specific regulations including introduction to the state regulatory website
- The company radiation safety program, specifically gauge safety operating and emergency procedures
- A tour of storage area with emphasis on security, documents and postings
- Loading, security and transporting gauges in company vehicles
- Hands-on training with the gauge and methods in use by the company
- Introduction to gauge safety content on gauge manufacturer website
- Certificate covers both Gauge Safety and USDOT HAZMAT requirements

The acknowledgement and signature of the RSO/Official makes the training and certificate relevant and valid.

Company Name

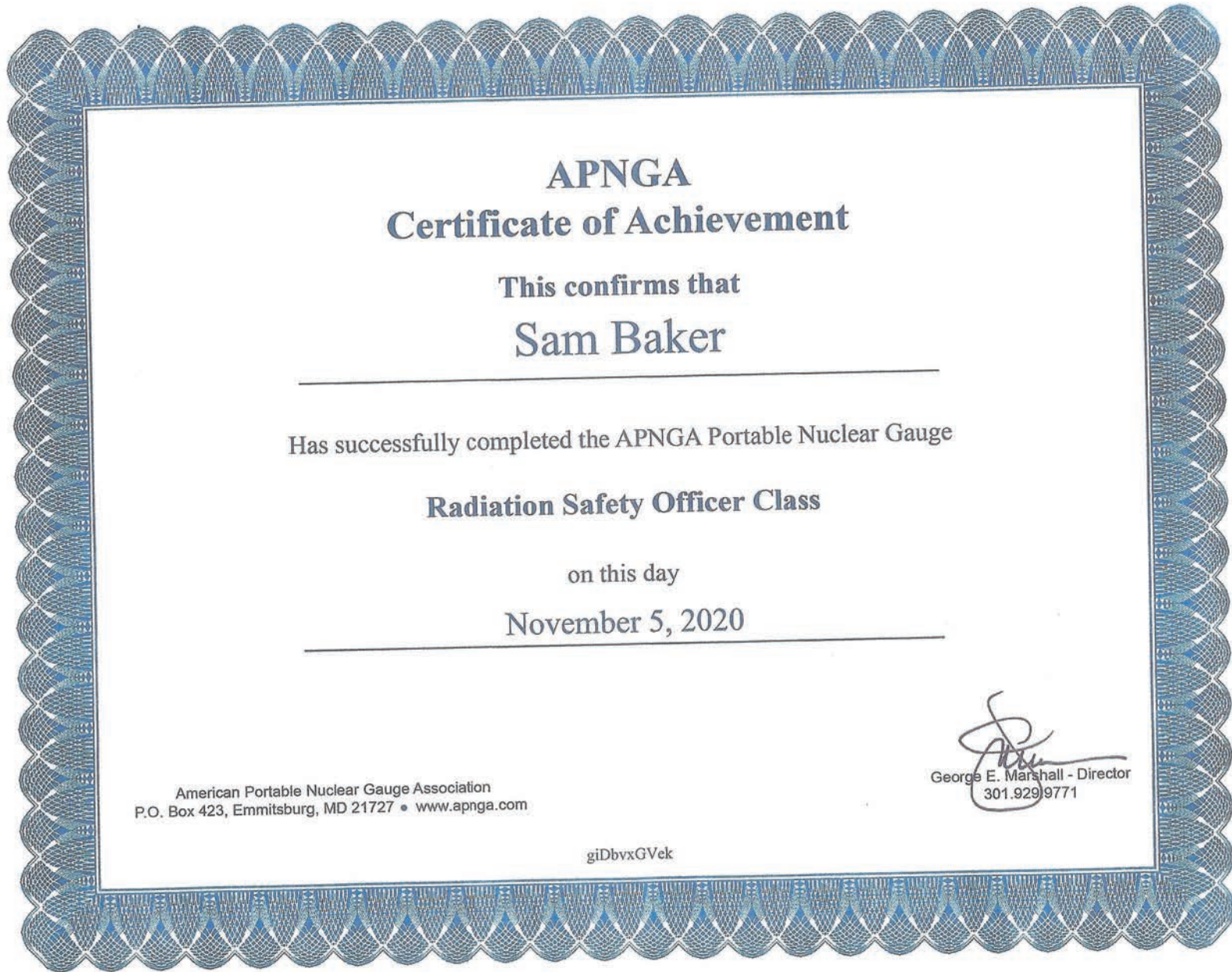
Signature of RSO

Director of APNGA

American Portable Nuclear Gauge Association
P.O. Box 423, Emmitsburg, MD 21727 • www.apnga.com

86LdNAzCge

George E. Marshall - Director
240-888-6426



Association of Threat Assessment Professionals
Certificate of Completion

Worship Without Worry:
The Big Picture of Church Safety and Security

presented by

Tina Lewis Rowe

Thursday, January 14, 2010

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

to

Samuel Baker

Gary D. Hickox

Gary D. Hickox, President, Colorado Chapter, ATAP

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

Rachel Solov
Trainer

CERTIFICATE of COMPLETION

Samuel Baker

has completed the course

Patient Care Reports

Christopher Metapic
Education Supervisor

November 17, 2013



EMS
Emergency Medical Services

0.5 hour Non Instruction CE
Suggested Category: Preparatory

2fNIYEO3Ob

CERTIFICATE of COMPLETION

Samuel Baker

has completed the course

Allergic Reactions and Anaphylaxis

Christopher Keteague
Education Supervisor

November 22, 2013



EMS
Emergency Medical Services

1 hour Non Instruction CE
Suggested Category: Medical

bkaZZBTN6j

CERTIFICATE of COMPLETION

Samuel Baker

has completed the course

BLS Airway Management and Oxygen Administration

Christopher Katsagias
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 Katsaris
Education Supervisor

November 17, 2013

 **EMS**
Emergency Medical Services

0.5 hour Non Instruction CE
Suggested Category: Medical

4CctxC68em



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



NIJ TRAINING

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT

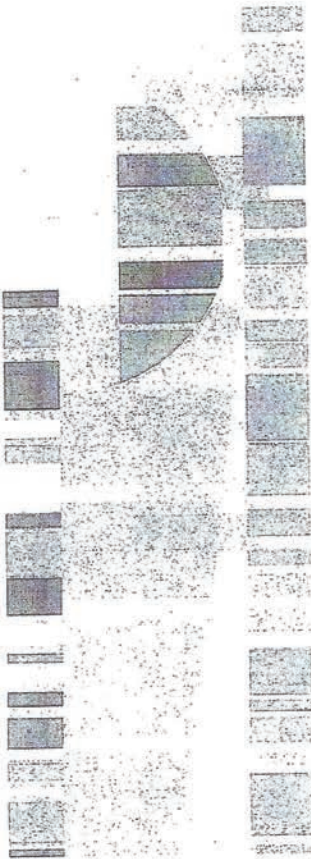
Samuel Baker

HAS COMPLETED THE ONLINE COURSE

Forensic DNA for Officers of the Court

November 25, 2013

NIJ
www.NIJ.gov





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

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

November 25, 2013

NIJ
www.NIJ.gov



CASTLE PINES VILLAGE™

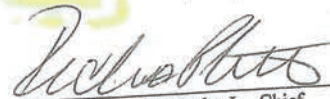
Castle Pines Emergency Services Meritorious Conduct Award

Presented to

Officer Sam Baker

*For responding to a report of a fire on the morning of
September 17 and for going above and beyond the call of duty.*

Presented this 17th day of October 2014



Richard J. Plotke Jr., Chief