



West Virginia Purchasing Division

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

Header 1

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1921135

Procurement Type: Central Master Agreement

Vendor ID: VS0000015242

Legal Name: INCIDENTCLEAR LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 04/16/2026

Response Time: 10:37

Responded By User ID: cjordening

First Name: Chris

Last Name: Jordening

Email: cjordening@incidentclear.cc

Phone: (972) 369-9432

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000085

Published Date: 4/2/26

Close Date: 4/16/26

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	STATEWIDE COURTESY PATROL - Monthly Cost	0.00000	MO	416272.940000	0.00

Comm Code	Manufacturer	Specification	Model #
90121800			

Commodity Line Comments: Please see "Attachment A - Pricing Page" on page 31 of IncidentClear's attached quote document

Extended Description:

SEE ATTACHEC PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	STATEWIDE COURTESY PATROL - Fuel	0.00000	GL	3.450000	0.00

Comm Code	Manufacturer	Specification	Model #
15101506			

Commodity Line Comments: Please see "Attachment A - Pricing Page" on page 31 of IncidentClear's attached quote document

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	STATEWIDE COURTESY PATROL - Hourly Rate	0.00000	HOUR	29.500000	0.00

Comm Code	Manufacturer	Specification	Model #
90121800			

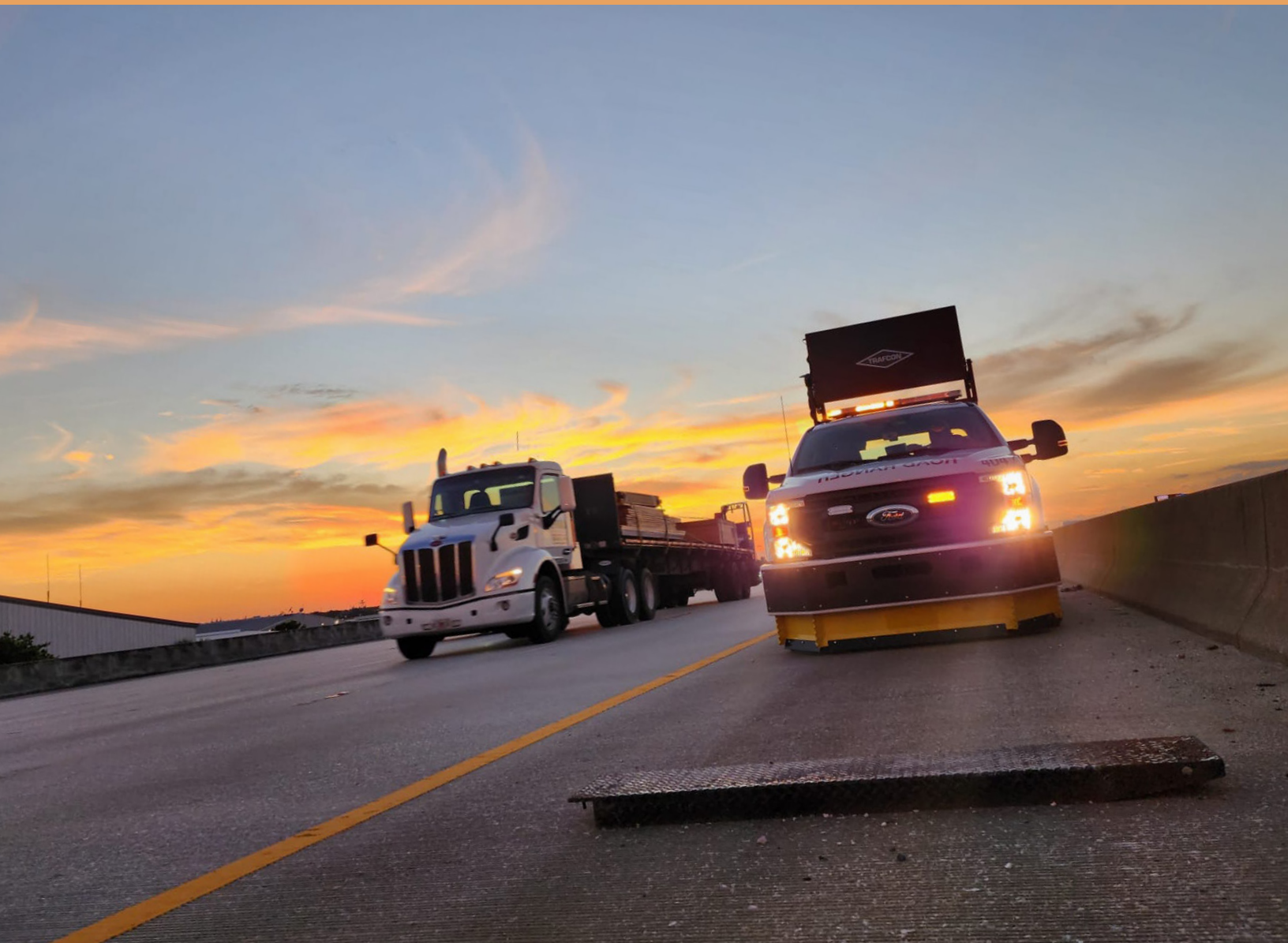
Commodity Line Comments: Please see "Attachment A - Pricing Page" on page 31 of IncidentClear's attached quote document. Just as on our 2021 quote, IncidentClear has adjusted the number of vehicles on the pricing page from 33 to 29, removing the spare trucks from the equation. We believe this more accurately represents the hourly rate since spares will never be on patrol simultaneously with the truck it is replacing.

Extended Description:

SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST



WVDOH 2600000085
Courtesy Patrol Proposal



IncidentClear, LLC

www.incidentclear.com

Incident Management Simplified



IncidentClear



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Cover Letter

April 16, 2026

Thank you for the invitation to submit a quote to the West Virginia Department of Highways for Courtesy Patrol 2600000085 services. With this quote, the State of West Virginia is in the unique position to be one of the first recipients of a proposal that includes the combined experience of the two largest companies in the Safety Service Patrol (SSP) space – IncidentClear and AutoBase. With both now under the ownership and management of Vehicle Management Solutions (VMS), future SSP programs across the country have an opportunity to reap the benefits of experience, technology, and understanding that our combined forces bring to the marketplace, starting with WVDOH. There is truly no other offeror that can compete. With the backing and support of VMS and AutoBase, IncidentClear, LLC will be the responding entity on this quote and sincerely looks forward to another opportunity to partner with WVDOH and the State of West Virginia.

IncidentClear specializes exclusively in safety patrol programs – operationally and technologically, it's all we do. 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. Our goal is to streamline the service processes and be the agent that keeps roadways clear of non-recurring congestion, and decreasing downtime for stranded West Virginia motorists, all while increasing the safety of the public.

IncidentClear is a company built around traffic incident management. We are passionate about saving lives through the TIM discipline and safety service patrol programs. Nationally and locally, we employ numerous certified TIM instructors. We currently provide TIMs training for first responders in many states across the country. We will utilize our local and national team of seasoned professionals and TIMs trainers to accomplish the goals denoted in the project specifications.

IncidentClear's team has decades of history providing upper-echelon service levels to governments, along with significant first responder experiences for municipalities and state governments alike. We plan to utilize these national and local experiences and relationships to enhance virtual and in-person training for all stakeholders. Our experience combined with our dedication to the Traffic Incident Management discipline shall ensure service levels and safety to keep West Virginia moving.

Thank you,



Chris Jordening

A Company Built Around Traffic Incident Management

IncidentClear is passionate about traffic incident management and state-wide traffic incident management programs.

After years of experience in working with law enforcement and the towing industry, the founders of IncidentClear decided to form a business strictly dedicated to the management, training, and operation of traffic incident management programs.

We brought together experienced law enforcement professionals, former fire fighters, towing experts, innovative technology managers and programmers, as well as highly credentialed financial and contractual control professionals. Together, the goal was to:

- SAVE LIVES
- Reduce congestion with quick clearance methodologies which eliminate the possibility of secondary incidents
- Create a culture with dedicated and highly trained operators and trainers 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 and equipped for operator safety

With that as our mission, IncidentClear has flourished. The results have been significant. We have boasted multiple lifesaving AED deployments, CPR treatments, Amber Alert rescues, burning vehicle fire rescues as well as hundreds of thousands of resolutions to incidents throughout the nation. We have also significantly enhanced data collection and developed our own proprietary ATMS system, IMS. IMS has increased program efficiencies and effectiveness by integrating reporting metrics, cloud-based databases, and GPS/AVL technologies. Through IMS, we have seen increases in productivity and decreases in secondary incidents resulting in enhanced program efficiency.

As a result of our passionate mission, our team has worked hand in hand with 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 with the creation of new metrics. All our operators and program management are TIMs certified via the SHRP2 program. We employ multiple TIMs certified instructors as well to provide refreshers. Additionally, we mandate that our tow drivers are either TRAA Level 1 or Level 2 certified in addition to TIMs certified.

Our goal is to make roadways safer, to save lives.



Project Understanding

IncidentClear fully understands the West Virginia Department of Highway's goals for the Courtesy Patrol program — to enhance safety, improve mobility, and reduce secondary crashes across interstate corridors through a professional, certified, and reliable patrol force capable of delivering rapid assistance, effective Traffic Incident Management (TIM) support and coordinated response with WVDOHs regional operations.

IncidentClear will meet these objectives by deploying fully trained and certified operators in compliance with all applicable federal, state, and departmental standards. All operators and supervisors will complete FHWA/SHRP2 National TIM Responder Training, annual refreshers, and semi-annual informal training, as well as obtain certifications in, NIMS IS-100.C/200.C/700.B, First Aid, CPR, and Vehicle Maintenance, including a five-day supervised ride-along prior to solo service.

To ensure uninterrupted coverage, IncidentClear will maintain a generous fleet of spare vehicles for redundancy.

All Safety Patrol vehicles will meet WVDOH specifications, featuring lighting, signage, radios, GPS tracking, dashboard cameras, and ANSI-rated graphics, maintained through daily inspections and preventive in-house service, managed via fleet software.

Real-time, digital reporting will capture all motorist assists, response times, and on-scene durations through IncidentClear's integrated data system, with monthly summaries and quarterly/annual KPI reviews submitted to WVDOH. Upon contract award, IncidentClear will immediately mobilize to ensure consistent performance, compliance, and alignment with WVDOH's statewide mission.

Our National Support Team, with regional offices nationwide, will oversee training, safety compliance, and data management to ensure all operators are certified in all WVDOH's required training along with IncidentClear's internal certifications, prior to deployment. A proven coverage model enhanced

with multiple spare trucks and a proactive fleet maintenance program – supported by internal and national vendor service agreements – will guarantee uninterrupted patrol operations. IncidentClear will deliver on-time implementation, maintain operational excellence, and meet all program objectives through its integrated network of field leadership, vendor coordination, and national logistics support.

Management Approach

IncidentClear, LLC will manage the WVDOH Courtesy Patrol program through a results-driven leadership structure that ensures accountability, operational consistency, and complete execution of the scope of services. Led by an experienced on-site State Program Manager, supported by regional leads and a dedicated safety and training division, IncidentClear's leadership team provides hands-on oversight of daily patrol operations, staffing, vehicle readiness, and performance reporting. Each manager and supervisor are empowered to lead by example — promoting a culture of safety, professionalism, and efficiency that aligns directly with WVDOH's mission.

Our management approach emphasizes direct communication, proactive supervision, and data-driven decision-making. Regional leads will oversee field operations, conduct quality assurance checks, and provide real-time leadership to operators in their assigned areas.

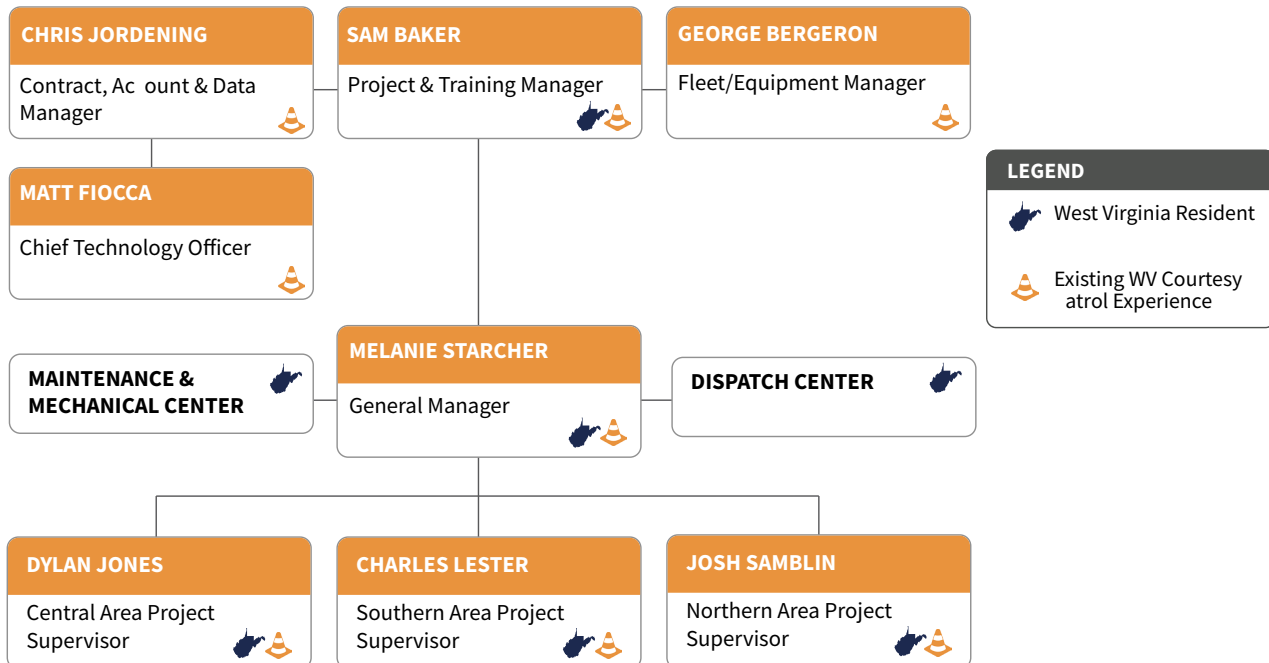
IncidentClear's strong vendor partnerships enable on-schedule, expedited procurement, upfitting, and maintenance of patrol vehicles, thereby eliminating potential delays. Our National Support Team provides 24/7 assistance for logistics, training, and data management, ensuring consistent readiness across all program components.

Through disciplined leadership, active vendor management, and precise schedule control, IncidentClear will deliver a fully staffed, trained, and equipped SSP program that operates seamlessly, and meets every objective within WVDOH's program specifications.

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



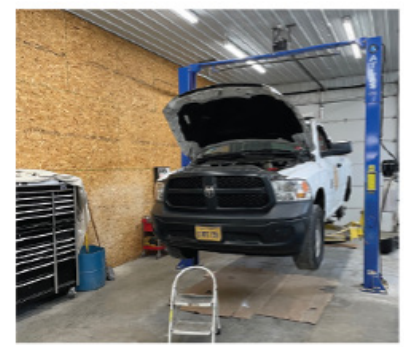
Our project team boasts over a century of experience managing statewide courtesy patrol programs.

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.

Turnkey Maintenance

To ensure uninterrupted contract execution, IncidentClear performs most of the vehicle maintenance in-house. We possess local facilities with maintenance, upfitting, and fabricating capabilities.

With our primary facility located just off I-64 in Nitro, WV; we can ensure quick turnarounds on vehicle repairs and systems maintenance. We also have mobile mechanics who perform preventative maintenance services throughout the state, minimizing travel time.



Innovative Reporting, Camera and GPS/AVL Solution

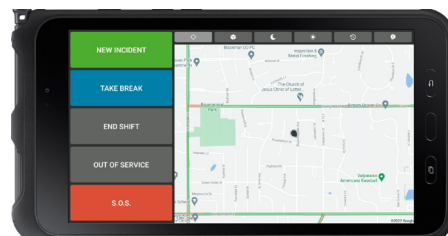
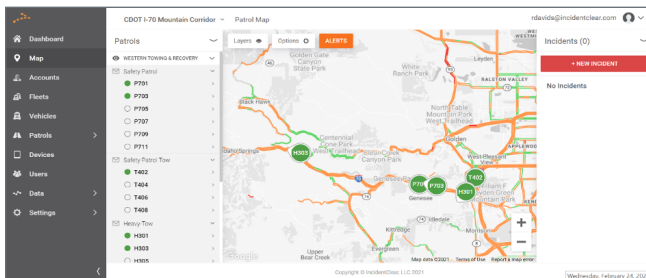
IncidentClear's innovative technical offering ensures performance and provides complete transparency of the contract. IncidentClear plans to provide each operator with a Samsung smart phone on a Verizon or T-Mobile network. These devices will be provisioned and locked into kiosk mode to prevent operators from unwarranted data usage or unauthorized distracted driving. Within kiosk mode, several mobile applications will be made available to the operator, including but not limited to:

- IncidentClear Management System Application
- Hazmat ERG 2020 – Hazmat awareness look-up
- Zello – for push to talk communications between operators
- Waze – for incident notifications
- Phone/Text Messaging
- Camera

Incident Management System

IncidentClear designed the first ERP system exclusively for statewide safety patrol programs, which is currently being utilized by seven state DOTs. The robust and proprietary software solution offers an innovative approach to AVL, data collection (incident reporting, primary time clock, pre-trip inspection), dispatch, real-time camera views, program reporting, and Waze Motorist notifications. Our approach blends the latest technologies to create a single point of access to facilitate the real-time exchange of data.

IncidentClear's Incident Management System (IMS) was designed specifically to align with the daily activities of safety patrol programs. The system provides a web-based management platform that allows users the ability to view real-time activities of safety 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 and transparent picture of activity in real-time.



IMS also supports secure real-time data exchange with various ATMS and CAD system providers such as CentralSquare, Q-Free, and other vendors through custom integration development.

IMS collects AVL and performance data by taking advantage of the latest mobile technologies found in 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

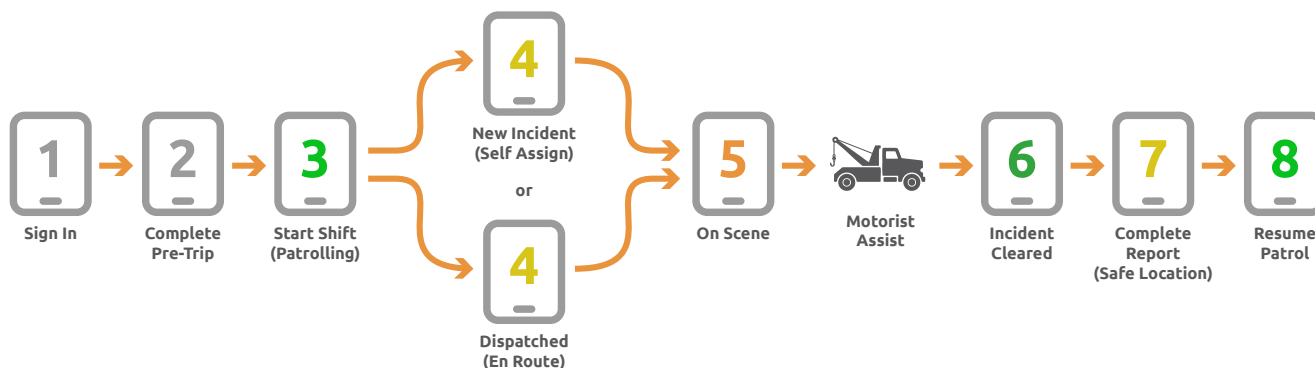
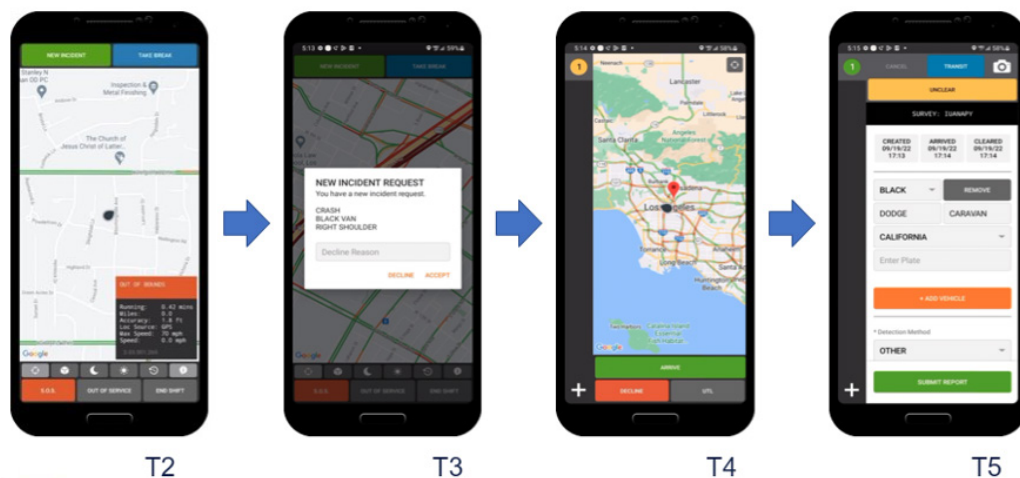
Electronic messaging
Auto generated reports
Integrates with Waze
Dispatch and operator incident creation
Customized, real-time reporting
Unlimited shift replay
Custom data query

Operator Time Clock
Integrates with Multiple ATMS
Survey Management Portal
Program Reporting
Pre-Trip Inspections
Incident Reporting

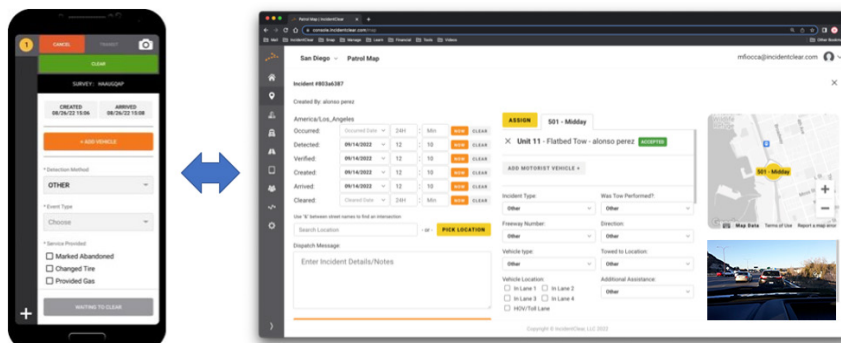


Incident Management System (cont.)

The system also possesses a robust and customizable reporting backend. All captured metrics can be queried.

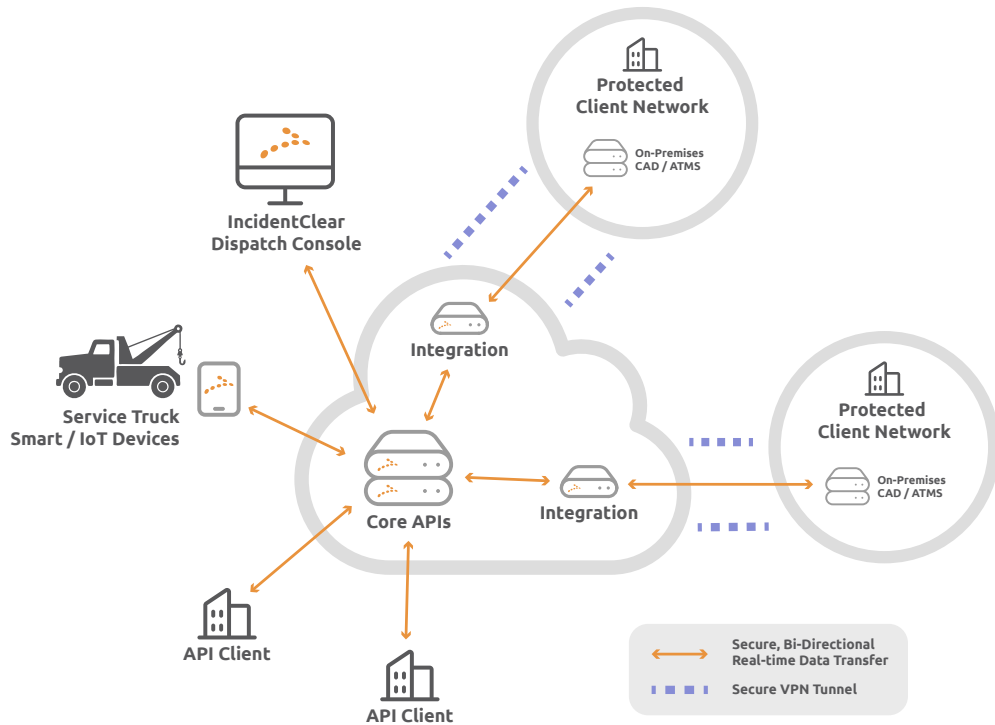


IncidentClear is data driven and constantly seeks to lower response and clearance times. Monthly, we review our reports and set KPIs to ensure the trucks and operators are performing optimally. Finally, we are beta testing Artificial Intelligence based on the data captured to help predict where incidents will occur to ensure our trucks are properly positioned at those times.

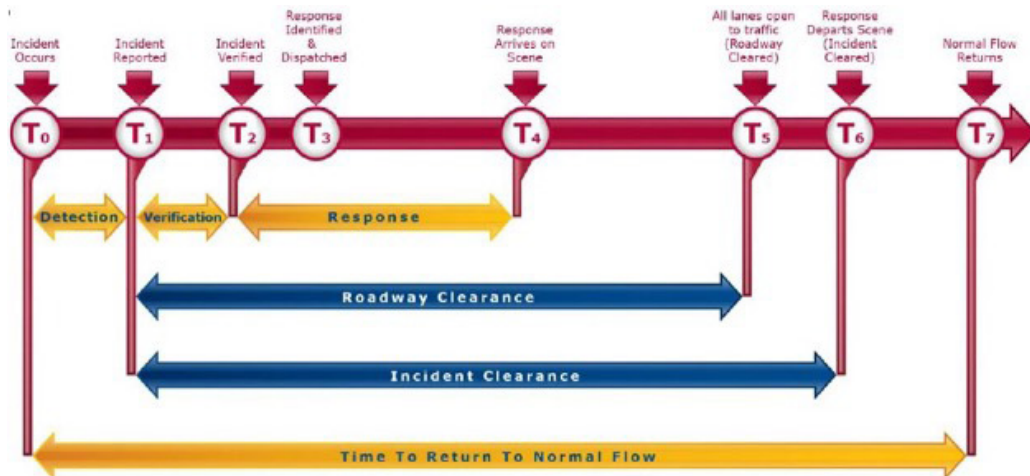


Incident Management System (cont.)

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



The program is customizable as desired and will be utilized by IncidentClear to ensure contractual compliance. The IMS consists of a driver application (iOS and Android) as well as a web-based back-office management console compatible with modern browsers. Our drivers will be utilizing an Android phone for this program. The application is built around the TIMs timeline. It geocodes T2 and T4, and timestamps T1, T2, T3, T4, T5 and T6.



Vehicle Approach

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

- 2026 Ford F150 – 33
- 2026 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 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 toolboxes 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

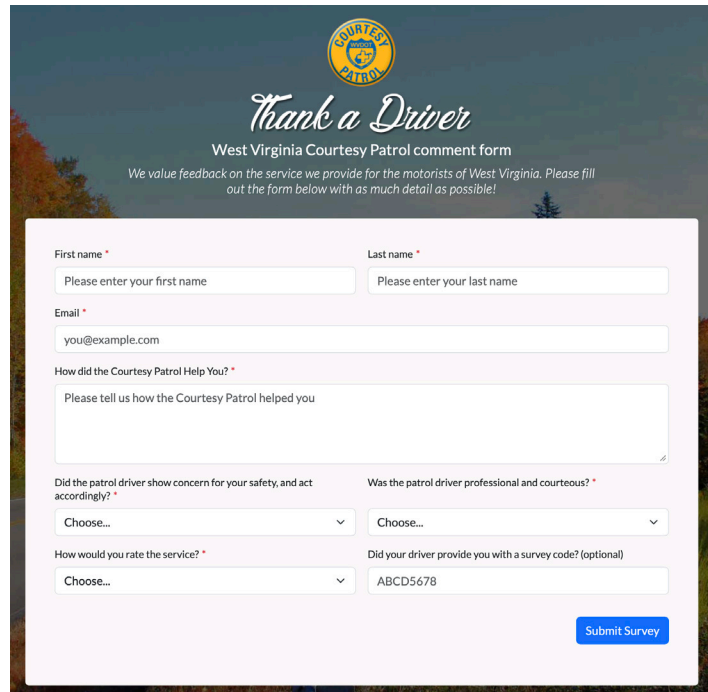
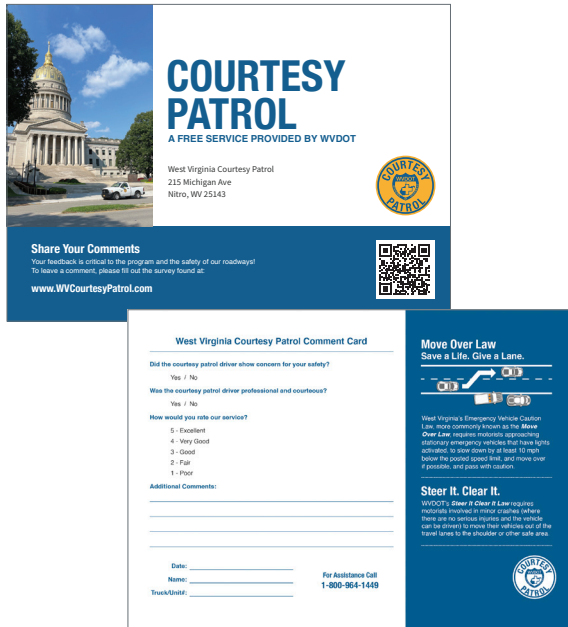
IncidentClear mandates uniforms and a clean-cut appearance. Along with the uniform appearance, IncidentClear mandates safety. IncidentClear will provide the following uniform set for each operator:

- 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)
- Driver-provided Work Boots



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.



Motorist Connect

IncidentClear's IMS offers the capability for dispatchers to send text messages to their motorists with a link to open a webpage on their smart devices that automatically provides the dispatcher with the precise location of their incident. This page also provides the motorist with the precise location and arrival status of the driver assigned to their incident in real-time, as well as presenting a survey form after the driver has arrived on scene automatically.

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 99.6% customer satisfaction response 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 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

IncidentClear Experience

With our recent merger with AutoBase, IncidentClear is now THE national leader in statewide safety patrol operations with an absolute focus on TIM processes and training. Our unmatched expertise in this field has allowed us to operate highly effective programs in some of the busiest areas in the country while maintaining cost efficiency. This national experience combined with our experience and relationships in the State of West Virginia make us the logical choice for this RFP.

As the largest provider of safety service patrols in the country, and current provider of Courtesy Patrol services statewide in West Virginia, IncidentClear clearly understands the needs and services required by WVDOH for the Courtesy Patrol Program. Our successful partnerships with twenty-one (21) states' Department of Transportation agencies and six (6) Turnpike/Toll Road Authorities prove we are uniquely qualified to not only meet but exceed WVDOH's requirements.

We are committed to our services by supplying hands-on management principles, selecting the most qualified individuals, providing them with professional training, and implementing the best equipment in the industry. Our close working relationships with our partners over the years indicate our commitment to the highest quality service expected by both WVDOH and the motoring public.

We are currently contracted to provide more than \$115 million in traffic incident management services annually, operate more than 700 custom-built patrol trucks, employ 1000+ patrol operators, patrolling millions of miles each year, and providing tens of thousands of hours per week of Traffic Incident Management services, making IncidentClear the largest independent, single-source provider of safety service patrols in the country. As the most experienced, independent Safety Service Patrol operator in the country, we ensure total satisfaction among all stakeholders, including assisted motorists.

Detailed below is a list of recent similar projects which exhibit the depth of IncidentClear’s qualifications and incident management experience.

Detailed information on these projects and a contractual reference for each can be found starting on Page 15.

Project	State	Safety Patrol 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
MassDOT Highway Assistance Program 1998 - Present	MA	●	●			●	●	●	
Rhode Island DOT Freeway Service Patrol 2023 - Present	RI	●	●	●	●	●	●	●	
Colorado DOT Safety Patrol Sponsored by GEICO 2016 - Present	CO	●	●	●	●	●	●	●	
Colorado DOT JOA Heavy Truck and Safety Patrol 2019 - Present	CO	●	●	●	●	●	●	●	
Michigan DOT Safety Service Patrol Program - Metro Region 2018 - Present	MI	●	●		●	●	●	●	○
Michigan DOT Safety Service Patrol Program - University Region 2018 - Present	MI	●	●		●	●	●	●	○
Michigan DOT Safety Service Patrol Program - Grand Region 2022 - Present	MI	●	●		●	●	●	●	○
Michigan DOT Safety Service Patrol Program - Lansing Region 2023 - Present	MI	●	●		●	●	●	●	○
San Diego - SANDAG Freeway Service Patrol 2019 - Present	CA				●			●	○
Pennsylvania DOT Freeway Service Patrol Pittsburgh 2024 - Present	PA	●	●		●	●	●	●	
Pennsylvania DOT Freeway Service Patrol Philadelphia 2024 - Present	PA	●	●		●	●	●	●	

○ Electronic Dispatch Only

Similar projects continued.

Project	State	Safety Patrol Operations	Fleet Maintenance Operations	DebrisClear Removal System	Software - AVL, Incident, Dispatch & Fleet Mgmt	SHRP 2 TIMS Responder Training	TIM Group Coordination & Participation	TIM Monthly & On-Demand Performance Reporting & KPIs	Dispatch Operations
West Virginia Department of Highways 2018 - Present	WV	●	●		●	●		●	●
Nevada DOT Free ay Service Patrol Sponsored by GEICO 2013 - Present	NV	●	●		●	●	●	●	●
FDOT D4 Bro ard County Road Rangers 2022 - Present	FL	●	●	●	●	●	●	●	
FDOT D1 Road Rangers 2025 - Present	FL	●	●	●	●	●	●	●	
North Carolina DOT Free ay Service Patrol 2024 - Present	NC	●	●	●	●	●	●	●	

Our long-standing relationships with our customers are a testament to our dedication to providing exceptional service and value. These long-term relationships are a result of our unwavering focus on customer satisfaction and the continuous improvement of our services. Our clients recognize the value we bring to their operations, and our ability to adapt and grow with their evolving needs has solidified our position as a trusted partner in the safety service patrol industry.

Almost all our contracts have had multiple renewal periods, and most have had major expansions in services. The chart on the following page illustrates AutoBase’s current safety patrol and severe incident response contracts, along with client contact, dates of service, and service type.

Contract	Client Contract	Dates	Service Type
Florida's Turnpike Enterprise	Michael.Washburn@DOT.State.FL.US	05/17 - 05/27	Road Ranger Service Patrol
Florida's Turnpike Enterprise	Michael.Washburn@DOT.State.FL.US	02/18 - 11/28	Road Ranger Service Patrol
FDOT District Three	David.Roark@DOT.State.FL.US	12/15-02/29	Road Ranger Service Patrol
FDOT District Four SIRV	Andres.Sanchez@dot.state.fl.us	07/17-07/28	Severe Incident Response Vehicle
FDOT District Four Palm Beach	Andres.Sanchez@dot.state.fl.us	01/21-01/28	Road Ranger Service Patrol
FDOT D-Four Treasure Coast	Andres.Sanchez@dot.state.fl.us	01/26-01/30	Road Ranger Service Patrol
FDOT District Five (I-75)	Andres.Sanchez@dot.state.fl.us	04/19-04/29	Road Ranger Service Patrol
FDOT District Five (I-4/I-95)	lauren.pearson@dot.state.fl.us	04/19-04/29	Road Ranger Service Patrol
FDOT District Seven	lauren.pearson@dot.state.fl.us	10/23-10/28	Road Ranger Service Patrol
Central Florida Expwy	Sam.Taylor@dot.state.fl.us	01/19-01/27	Road Ranger Service Patrol
I-4 Ultimate Mobility Partners	Donald.Budnovich@cfxway.com	10/21-02/32	Road Ranger Service Patrol
Tampa-Hillsborough Expwy	sally.fisher@tampa-xway.com	11/23-11/28	Road Ranger Service Patrol
Iowa DOT	Ashley.Hochberger@iowadot.us	09/19-05/31	Highway Helper-Statewide
Kentucky/TRIMARC	Charles.Wiesman@peraton.com	11/15-06/28	TRIMARC Freeway Safety Patrol
Maine Turnpike Authority	GJStone@maineturnpike.com	10/16-10/26	Safety Service Patrol
Maine DOT	Colby.Fortier-Brown@maine.gov	12/18-12/28	Safety Service Patrol
Nebraska DOT	Jessica.Sherwood@nebraska.gov	11/23-11/30	Motorist Assist Program
NYS DOT HELP Program	Rebecca.Gibson-Schott@dot.ny.gov	02/02-01/27	Highway Emergency Local Patrol
Ohio DOT	Michael.McNeill@dot.ohio.gov	11/14-11/27	Freeway Safety Patrol-Statewide
Ohio Turnpike Commission	brian.emory@ohioturnpike.org	12/17-12/29	Motorist Assistance Patrol
PennDOT District 5	jlopezroch@pa.gov	03/19-06/27	Safety Service Patrol
Tennessee DOT	adam.perez@tn.gov	12/25-7/31	Rural Service Patrol
Transurban-Virginia DOT	Michael.Salem@versar.com	10/21-10/26	Express Assist Patrol

Experienced, Turnkey Operators

IncidentClear’s team possesses over 76 locally trained safety patrol operators, all of which are SHRP2 TIM certified. Many of these operators have years of experience with the program and come with pre-established relationships with local first responders. The average operator possesses over 5-7 years of experience with the WVDOT program.

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 various agencies including California Highway Patrol. Referring to Section 1 for our Project Structure regarding Project Management, see the following Attachment B of the RFQ:

Statewide Courtesy Patrol Contract Attachment B

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. Please reference Section 3.3.1 of the contract specifications. Vendor must provide a copy of the awarded Contracts for verification.

Vendor shall provide the following:

Business Name:	IncidentClear, LLC
Program Name:	Multiple - see following pages
Project Manager Name:	Sam Baker, Melanie Starcher, Chris Jordening, George Bergeron
Phone Number:	(304) 727-7067, (304) 786-2382, (972) 369-9432 (781) 736-3114
Email Address:	sbaker@incidentclear.com, mstarcher@incidentclear.com cjordening@incidentclear.com
Dates:	1999 to present
Dollar Value:	Various - see following pages

NCDOT - Incident Management Assistance Patrol

Winston - Salem, Charlotte, Greensboro



REFERENCE

DOMINIC CIARAMITARO, P.E.
PHONE: (919) 825-2613
DJCIARAMITARO@NCDOT.GOV

1636 GOLD STAR DRIVE
RALEIGH, NORTH CAROLINA 27607

Project Description

North Carolina Department of Transportation (Incident Management Safety Patrol, IMAF) is to improve safety and mobility, particularly around North Carolina's most congested highways. For IMAF, this specifically includes “quick clearance”, managed lane support and debris removal. Working very closely with localized NCDOT district level teams, law enforcement, and state level incident managers to increase the public and responder safety. This also includes emergency call outs for incidents such as flooding emergencies and hurricane surge response.

Levels of Staffing:	40 Full-time drivers, 4 Full-time mechanics, 1 Project Manager
Fleet:	35 – Ford F450's extended cab, (3) Ford F450's w/Wheel Lift
Current Contract Dates:	08/2024 - 2029
Role:	Safety Service Patrol - Prime Contractor
Value:	\$33,271,000
Key Agency Interactions:	North Carolina Highway Patrol Winston-Salem Fire Department/Police Department Greensboro Fire and Police, NCDOT Local Districts
Training Programs:	SHRP2 Traffic Incident Management Training SHRP2 Certified Trainers CPR/AED/First Aid Incident Command Systems TRAA Level 1 – 3 WreckMaster

PennDOT - Freeway Safety Patrol

Pittsburg Region



REFERENCE

EDWARD M. MILLER, PENNDOT
PHONE: 412.429.4970
EMAIL: EDMILLE@PA.GOV

45 THOMS RUN ROAD
BRIDGEVILLE PA 15017

Project Description

The Freeway Courtesy Patrol Program (FCP) is part of a comprehensive traffic incident management program to reduce delay caused by non-recurring traffic congestion and improve operations of the freeway system. The FCP will work with the Pittsburg Transportation Operations Center (TMC) and the Statewide Operations Center (STOC) dispatchers to inform them of incidents on the roadway and update them as to lanes affected. FCP provides no-charge services to motorists and other incident management support services that reduce the impact of incidents and improve freeway operations. FCP safely provides consistent services that benefit both stranded motorists requiring assistance and other motorists through improved freeway operations.

Levels of Staffing:	IncidentClear employs 6 full-time operators not including program management
Fleet:	6 - Dodge 5500 Boom-Lift Tow trucks
Current Contract Dates:	August 2024 - 2029
Role:	Prime contractor, Freeway Service Patrol
Value:	Approximately \$1.1 million annually
Key Agency Interactions:	Pennsylvania Department of Transportation Pennsylvania State Police / Multiple Fire and EMS agencies Pittsburg TMC
Training Programs:	SHRP2 Traffic Incident Management Training NIMS 100/NIMS 700 SHRP2 Certified Trainers CPR/AED/First Aid TRAA Level 1 – 3 WreckMaster

Florida DOT District 4 – Broward County Road Ranger

Broward County, Florida



REFERENCE

ANDRES SANCHEZ, E.I.
PHONE: (954) 847-2789
ANDRES.SANCHEZ@DOT.STATE.FL.US

2300 W. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33309

Project Description

The Florida Department of Transportation (FDOT) D-4 requires services by a Road Ranger Service Patrol provider 24/7/365 days. The RRSP provides motorist assistance, interagency assistance, and Traffic Incident Management (TIM) support on the entire corridor on I-75 and I-95 (including I-75 and I-95 Express Lanes) and a portion of I-595 in Broward County, including the on and off-ramps.

Fleet:	28 – F250 XL Pick-Up Trucks / 10 Debris Pick-up / 3 Tow
Current Contract Dates:	2022 - Present
Value:	\$28 Million
Key Agency Interactions:	FDOT / Florida Highway Patrol / Local PD / Fire and EMS agencies
Training Programs:	MOT / TIMs / CPR / NIMS / Tactical Training



CDOT Safety Patrol Program

Statewide, Colorado



REFERENCE

ROBERT SANCHEZ, CDOT
PHONE: (719) 569-2762
ROBERT.SANCHEZ@STATE.CO.US

Project Description

To provide motorist assistance and towing services for twelve (12) state highway segments across 8 counties: (El Paso, Douglas, Larimer, Weld, Denver, Arapahoe, Adams, and Jefferson) in the State of Colorado. The purpose of the Safety Patrol is to reduce congestion and potential safety risks by continually patrolling the defined segments and providing limited assistance to motorists. The general categories of service are as follows:

- To locate a disabled vehicle on the shoulder of the highway segment and, at the motorist's election, to move the vehicle to an appropriate drop-site and there to provide the limited assistance (i.e. flat tire, out of gas, etc.) if such assistance will make the disabled vehicle operational.
- To assist motorists, local public agencies, CDOT, or law enforcement authorities concerning a crash, special event, or other incident on the highway segment. Such assistance includes, without limitation, towing or pushing vehicles as directed, protecting the incident scene, cleaning up incident debris, and calling and assisting local law enforcement.
- To remove light debris on roadway travel lanes, median, or shoulder as requested.
- Data collection communication to the CTMC for Traffic Incident Management performance measures
- Traffic control for temporary lane closures as requested by law enforcement.

Hours/Days of Operation:	Peak 6:00 AM to 9:30 AM & 2:30 PM to 7:00 PM Off Peak 9:30 AM to 2:30 PM Weekend 10:00 AM to 7:00 PM Extra services provided for high travel events or weather emergencies
Levels of Staffing:	IncidentClear employs over 29 full-time operators not including program management
Fleet:	17 – Light Duty Wreckers 25 – Ford F250 extended cab (IncidentClear owned)
Current Contract Dates:	2021 - 2026
Role:	Prime contractor on software/Subcontractor on operations
Value:	Approximately \$4 million annually
Key Agency Interactions:	CDOT/Aurora PD/Colorado State Patrol/Colorado Springs PD Denver Police/DRCOG/Multiple Fire and EMS agencies
Training Programs:	SHRP2 Traffic Incident Management Training

CDOT Mountain Heavy Tow & Safety Patrol Program

I-70 Mountain Corridor, Colorado



REFERENCE

ROBERT SANCHEZ, CDOT
 PHONE: (719) 569-2762
 ROBERT.SANCHEZ@STATE.CO.US

Project Description

Colorado Department of Transportation (CDOT) Safety Patrol and Heavy Tow Program is to improve safety and mobility, particularly around Colorado's most congested highway. For the Safety Patrol Program, this specifically includes "quick clearance", managed lane support and debris removal. For the Heavy Tow program, this specifically includes "quick clearance" of Commercial Motor Vehicles. Chain Station Management Teams provide traffic management at chain stations during severe winter weather events.

Levels of Staffing:	Various as winter months require significantly more hours
Fleet:	6 – Ram 2500 crew cab Pick-ups 3 – Rollback Tow Trucks 18 – Heavy Duty Wreckers
Current Contract Dates:	2019 - Present
Role:	Prime contractor
Value:	Approximately \$2 to \$2.5 million annually
Key Agency Interactions:	Colorado Department of Transportation/Colorado State Patrol I-70 TIMP CSCFRS Policies & Procedures Task Force Multiple Fire and EMS agencies
Training Programs:	SHRP2 Traffic Incident Management Training TRAA Level 1 – 3 WreckMaster

Rhode Island Safety and Operations Service (SOS) Vehicle Patrol Program

Providence, Rhode Island



REFERENCE

RUSSELL HOLT, RIDOT
PHONE: (401) 563-4046
RUSSELL.HOLT@DOT.RI.GOV

Project Description

The RIDOT SOS Program operates on I-95 and I-195 in the Providence metropolitan area and seeks to improve safety and efficiency for the traveling public and first responders along two of its busiest freeway segments. The program generally includes the continuous patrolling of the identified travel routes during hours of peak travel demand, aiding disabled motorists, clearing roadways of debris, providing patrol-vehicle-based temporary traffic control at incident sites, and reporting information back to RIDOT. Program management is maintained using IncidentClear’s proprietary incident management software to ensure program metrics. The program is operated on weekdays only for 7 hours per day during peak periods.

Hours/Days of Operation:	Peak 6:30 AM to 9:30 AM & 3:30 PM to 6:30 PM
Levels of Staffing:	IncidentClear employs 3 full-time operators
Fleet:	3 – Ford 350 4WD Pickups
Current Contract Dates:	2023 - 2025
Role:	Prime contractor
Value:	Approximately \$680,000
Key Agency Interactions:	RIDOT/Traffic Operations Center/RI State Police /Multiple Fire and EMS agencies
Training Programs:	SHRP2 Traffic Incident Management Training Lockout Training

MDOT Freeway Courtesy Patrol Program

Statewide, Michigan (Metro & University Regions)



REFERENCES

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

STEPHANIE PALMER
PHONE: (517) 937-5716
PALMER53@MICHIGAN.GOV

Project Description

The Freeway Courtesy Patrol Program (FCP) is part of a comprehensive traffic incident management program to reduce delay caused by non-recurring traffic congestion and improve operations of the freeway system. The FCP will work with the Southeast Michigan Transportation Operations Center (SEMTOC) and the Statewide Operations Center (STOC) dispatchers to inform them of incidents on the roadway and update them as to lanes affected. FCP provides no-charge services to motorists and other incident management support services that reduce the impact of incidents and improve freeway operations. FCP safely provides consistent services that benefit both stranded motorists requiring assistance and other motorists through improved freeway operations. The program is operated 24/7/365.

Levels of Staffing:	IncidentClear employs 29 full-time operators not including program management
Fleet:	28 – Ford 250 Transit Vans (IncidentClear owned) 3 – Custom Built Incident Management Trailers (IncidentClear owned)
Current Contract Dates:	2018 - Present
Role:	Prime contractor
Value:	Approximately \$2.1 million annually
Key Agency Interactions:	Michigan Department of Transportation Michigan State Patrol Multiple Fire and EMS agencies Southeast Michigan TIMP
Training Programs:	SHRP2 Traffic Incident Management Training/NIMS 100/NIMS 700



IncidentClear, LLC

www.incidentclear.com



MassDOT Highway Assistance Program (HAP)

Statewide, Massachusetts



REFERENCE

CHARLES ESSENHEIMER
 MASSDOT HIGHWAY DIVISION
 PHONE: (857) 408-4288
 CHARLES.ESSSENHEIMER@STATE.MA.US

Project Description

This Highway Assistance Program operates on selected roadway segments throughout the state referred to as patrol routes to provide immediate service to disabled vehicles or accidents encountered on the patrol route; identify and provide for rapid removal of abandoned motor vehicles in hazardous locations; remove debris which is or has the potential to impede traffic flow; and communicate activities, roadway impediments and traffic information to the MassDOT Highway Operation Center (HOC) in South Boston, Massachusetts. These patrol routes cover approximately 400 center-line miles of roadway which carry over four million motorists on these routes daily. Normal hours of operation shall be 6:00 AM to 10:00 AM & 3:00 PM to 7:00 PM, Monday – Friday with extra services provided for high travel events or weather emergencies.

Levels of Staffing:	IncidentClear employs over 30 full-time operators not including program management
Fleet:	30 - Ford Transit 250 Vans (IncidentClear owned) 2 - Hino Flatbed Tow Vehicles w/ wheel lift (IncidentClear owned)
Current Contract Dates:	2015 - Present
Role:	Prime contractor
Value:	Approximately \$3 million annually
Key Agency Interactions:	Massachusetts State Police Multiple Fire and EMS agencies
Training Programs:	SHRP2 Traffic Incident Management Training AED Certification TRAA Towing Certification



West Virginia DOH Dispatch Operations & Courtesy Patrol Program

Statewide, West Virginia



REFERENCE

SHERRI ROWAN, WVDOH
PHONE: (304) 558-9562
SHERRI.K.ROWAN@WV.GOV

Project Description

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. The program consists of dispatch integrations with each county level 911 center as well as the fleet of courtesy patrol vehicles. Program management is maintained using an incident management software to ensure program metrics. The primary purpose of the Courtesy Patrol Program is to provide roadside assistance to disabled vehicles or stranded motorists. The program is operated 365 days year for 16 hours a day.

Levels of Staffing:	IncidentClear employs over 85 full-time operators including dispatchers
Fleet:	33 – Ford 150 Pickups & 3 Dodge Ram Four Wheel Drive Pickups
Current Contract Dates:	2018 - Present
Role:	Prime contractor
Value:	Approximately \$3.1 to \$4.5 million annually
Key Agency Interactions:	Dispatch operations are done out of Nitro, WV WV Department of Highways/Traffic Operations Center/WV State Police WV Parkways Multiple County 911 Centers Multiple Fire and EMS agencies
Training Programs:	SHRP2 Traffic Incident Management Training Amber Alert Training



Nevada DOT - Freeway Service Patrol

Statewide (Reno & Las Vegas), Nevada



REFERENCE

JUAN HERNANDEZ, PE, PTOE
PHONE: (775) 888-7567
JHERNANDEZ@DOT.NV.GOV

1301 OLD HOT SPRINGS RD
CARSON CITY, NV 89706

Project Description

The NDOT Freeway Service Patrol program operates in the Reno and Las Vegas, Nevada, metropolitan areas to mitigate various traffic incidents such as: crashes, disabled vehicles, abandoned vehicles, roadway debris, sick or stranded motorists, temporary traffic control, scene safety, minor vehicle fires, and containment of minor hazardous spills. FSP drivers are skilled in various fields such as cardiopulmonary resuscitation, community first aid, basic automotive repair, traffic incident management, and temporary traffic control to mitigate various traffic incidents. The program will also operate in conjunction with various first responders such as law enforcement, fire and rescue, paramedics, and towing professionals to rapidly and safely address complex traffic incidents requiring full or partial freeway lane closures.

Hours:	365 days a year with varying hours
Fleet:	Vans, Flatbeds, Multi-use ¾ ton pickups, Incident Response Vehicles, 8 Towing vehicles, 28 Pickups
Current Contract Dates:	2012 - Present
Role:	Prime contractor (under United Road Towing name)
Value:	Approximately \$28 million initial contract duration
Key Agency Interactions:	Nevada Highway Patrol/Multiple Fire & Local Law Enforcement



Staff Resumes

Samuel Baker (National Training Manager, Director of FSP) +17 Years Experience

Samuel possesses 17 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 RELEVANT INCIDENT MANAGEMENT EXPERIENCES

- CDOT SAFETY PATROL PROGRAM 2016 - 2018
- WVDH COURTESY PATROL MANAGER 2018 – Present
- Led large-scale courtesy patrol implementation projects for DOT
- Former armed patrol officer and medical response
- National Incident Command 100, 700 (FEMA)
- ICS for Initial Action Incident 200 (FEMA)
- National Response 800 (FEMA)



Chris Jordening (National Account Manager) +16 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)
- Was embedded with Colorado DOT at the Golden and EJMT TOCs for on-site account management of the CDOT GEICO 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



Matt Fiocca (Chief Information Officer) +9 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

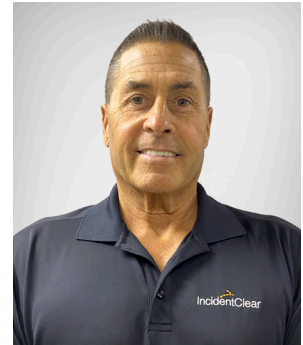
- Designed, developed, and maintains the latest iterations of the IncidentClear software platform.
- Working closely with various DOTs, tow truck operations, law enforcement, and dispatch centers to ensure the successful development and testing of our incident reporting and AVL products: Colorado (CDOT),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



Staff Resumes

George Bergeron (Fleet Equipment Manager & Towing Trainer)

George has 30+ years of incident management training and is a TRAA (Towing and Recovery Association of America) Level 1 and Level 2 operator & trainer. He possesses multiple certifications in incident management, including SHRP2. He 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 of the current MassDOT program to make it a TIMs centric contract with a TIMs centric vehicle design.

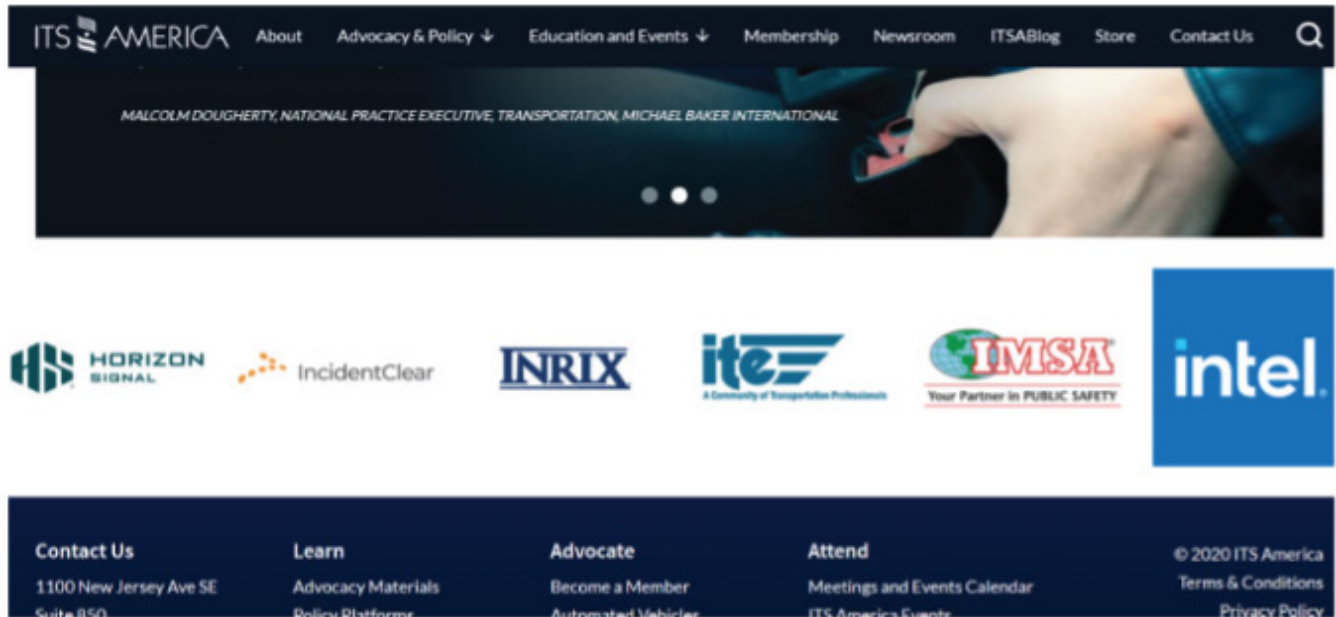


NOTABLE RELEVANT INCIDENT MANAGEMENT EXPERIENCES

- Procured and managed the fleet integration and lifecycle for the following governmental incident management programs:
 - Massachusetts DOT – Highway Assistance Program
 - Idaho Department of Transportation Incident Management Program
 - Colorado DOT – CDOT Safety Patrol
 - Michigan DOT – Freeway Courtesy Patrol Program
 - West Virginia DOT and DOH – Statewide Courtesy Patrol Program
- Developed preventative maintenance schedules and procedures across asset types for multiple incident management contracts

ITS America

IncidentClear and its technology affiliate, IC Systems, prides itself on innovation and collaboration with multiple entities 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 who have a history of service. 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.

At IncidentClear, it is our goal to utilize the latest TIMs practices to alleviate congestion, promote mobility and save lives. This enhances the training experience as real-life situations are used and discussed from an expert. Therefore, we are not reliant only on the online course and guarantee quality interactions throughout our training. Thus, allowing IncidentClear to provide a better service than our peers.

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.

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
Incident Command System (ICS-100) & National Incident Management System (NIMS-700)	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

RECURRING TRAINING

COURSE / TRAINING	INSTRUCTOR	FREQUENCY
Application Updates, Reporting Updates, Clearance Time Trends, Secondary Incident Trends, Cone Usage Methodoliges, Comment Card Feedback, WVDOH AARs	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	Chris Jordening, George Bergeron, Sam Baker	As Needed

In-Vehicle Cameras

IncidentClear installs Samsara dashcams on all vehicles. There will be a minimum of two cameras. One will be driver facing and one will be forward facing out the windshield. Archive footage may be made available to WVDOH management for after action review upon request within 3 days of incident.

Attachment A

Pricing Page

Monthly Cost	Number of Months	Extended Annual Cost
416,272.94	12	4,995,275.28

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
	3.45	+/- 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
4,995,275.28	5840	29	29.50

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.

Just as on our 2021 quote, IncidentClear has adjusted the number of vehicles on the pricing page from 33 to 29, removing the spare trucks from the equation. We believe this more accurately represents the hourly rate since spares will never be on patrol simultaneously with the truck it is replacing.

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: 4/16/20026

Title: CEO

**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
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Proc Folder: 1921135 Doc Description: Courtesy Patrol Program Proc Type: Central Master Agreement		Reason for Modification: ADDENDUM NO_1 BID OPENING MOVES TO 04/16/2026	
Date Issued	Solicitation Closes	Solicitation No	Version
2026-04-02	2026-04-16 13:30	CRFQ 0803 DOT2600000085	2


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
Street : Michigan Avenue
City : Nitro
State : West Virginia **Country :** USA **Zip :** 25143
Principal Contact : Kevin Corcoran
Vendor Contact Phone: (708) 390-2200 **Extension:**

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

Vendor Signature X  **FEIN#** 46-5536890 **DATE** 4/16/2026

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

ADDITIONAL INFORMATION
ADDENDUM NO_1
Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.
REQUES 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. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER
No City WV US	No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STATEWIDE COURTESY PATROL - Monthly Cost	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description:
SEE ATTACHEC PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER
No City WV US	No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	STATEWIDE COURTESY PATROL - Fuel	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
15101506			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	STATEWIDE COURTESY PATROL - Hourly Rate	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description:
SEE ATTACHED PRICING PAGE ATTACHMENT A, FOR ACTUAL COST

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2026-04-09

	Document Phase	Document Description	Page 4
DOT2600000085	Final	Courtesy Patrol Program	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DOT2600000085**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2600000085 Solicitation" to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Bid Opening Move to April 16, 2026, at 1:30 pm – Correction of Error

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2600000085

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

IncidentClear, LLC

 Company



 Authorized Signature

4/16/2026

 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 allow a vendor to perform work on 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 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 state agency prior to beginning work under a contract 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: 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: Kevin Corcoran Address: Same

Contract Number: Contract Description: Statewide Courtesy Patrol

Governmental agency awarding contract: West Virginia Department 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.

Vehicle Management Solutions

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: [Handwritten Signature] Date Signed: 4/16/2026

Notary Verification

State of Illinois, County of Will

I, Kevin Corcoran, 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 16th day of April, 2026. [Handwritten Signature] Notary Public's Signature

To be completed by State Agency:

Date Received by state agency: Date submitted to Ethics Commission: Governmental agency submitting Disclosure:



RFQ No. 2600000085STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.


LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: IncidentClear, LLCAuthorized Signature: Date: 4/16/2026

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. **PRE-BID 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. 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.

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.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: April 9, 2026 by 10:00am

Submit Questions to: John Estep
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:	
BUYER:	JOHN ESTEP
SOLICITATION NO.:	CRFQ 0803 DOT2600000085
BID OPENING DATE:	April 28, 2026
BID OPENING TIME:	1:30 PM
FAX NUMBER:	304-558-3970

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time: April 28, 2026 @ 1:30 PM

Bid Opening Location:

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

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

14. **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: 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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **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.

REQUEST FOR QUOTATION
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 **Exhibit 1 “West Virginia Routes” (EXH 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 2 of the General Terms and Conditions.
- 2.1 “16/7, 365/366”** – 16 hours per day, seven days per week, 365 or 366 days per year.
 - 2.2 “ACS”** – The American College of Surgeons.
 - 2.3 “APD”** – Appalachian Corridor Route.
 - 2.4 “Centers”** – The Vendor’s Staff Dispatch Communication Center.
 - 2.5 “Contract Items”** - The list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.
 - 2.6 “Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.
 - 2.7 “CPR”** – Cardiopulmonary Resuscitation.

REQUEST FOR QUOTATION
Courtesy Patrol Program

signs, cones, and flares as may be necessary to ensure the safety of individuals and retain the integrity of the accident scene.

- 3.8.3** 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 numbers, and insurance information) and never flee the scene of the accident.
- 3.8.4** The patroller may only resume the patrol of their area when requirements of 3.8.1, 3.8.2, and 3.8.3 above have been met and:
- Law enforcement has prepared a written accident report or has instructed that they are unable to do so
 - The vehicle is in a condition to resume patrol
 - The patroller is physically able to resume patrol
- 3.8.5** 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.
- 3.9 Reporting:**
- 3.9.1** At the end of each service call, the motorist will be provided with a QR code and asked to fill out the linked survey. The Vendor is responsible for maintaining and sharing survey records with the WVDOH monthly.
- 3.9.2** Vendor shall provide vehicle service records to the WVDOH upon request.
- 3.9.3** 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. **Exhibit 4 “Guidelines for Courtesy Patrol Statistics” (EXH 4)**, 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.
- 3.9.4** All audits, reviews, and financials related to the Program during the period of this contract and any subsequent renewals, shall be provided to the WVDOH upon request.
- 3.9.5** The WVDOH may request at our discretion an onsite visit and all required records be made available for inspection.

REQUEST FOR QUOTATION
Courtesy Patrol Program

- 3.10** Additional documentation may be requested by the West Virginia Purchasing Division during the evaluation process. If additional documentation is requested, the Vendor must provide requested information within five (5) business days. Failure to provide adequate documentation **will result in the disqualification** of the Contract Items bid.

4. CONTRACT AWARD:

- 4.1 Contract Award:** This contract is intended to provide the WVDOH with a statewide Program as defined in this document. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total 12 month cost as shown on ATT A.
- 4.2 Pricing Pages, Attachment A (“ATT A”):** Vendor must complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendor must factor into their bid prices all equipment, materials, delivery, and labor required to provide Contract Items. Vendor must complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor’s bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.
- 4.2.1** On Pricing Page, **Attachment A “Pricing Page” (ATT A)**, the Vendor shall multiply their monthly cost by 12 to extend the pricing for an Annual Cost.
- 4.2.2** Additionally, on **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 5.2, Reimbursement, of the Contract Specifications, the Vendor shall use this established hourly rate for calculation of reductions for any missed shifts.
- 4.2.3** Vendors should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.
- 4.2.4** Changing a column or row description, Contract Item description, or unit of measure, on the **Attachment A “Pricing Page” (ATT A)**, will result in the disqualification of Contract Item bid on the altered line. In

REQUEST FOR QUOTATION
Courtesy Patrol Program

circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, will result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

5. PAYMENT AND DELIVERY:

- 5.1 Payment:** Agency shall pay as shown on Pricing Page, **Attachment A "Pricing Page" (ATT A)**, for all Contract Services performed 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 of payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (www.wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.
- 5.2 Reimbursement:** Any route segment not receiving the full shift coverage must be reported to the WVDOH and the Vendor shall deduct the hours of non-coverage. The Vendor shall provide the non-coverage hours with their monthly invoice. The Vendor shall complete **Exhibit 3 "Missed Patrol Shifts" (EXH 3)** 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.
- 5.2.1** Vendor shall complete **Exhibit 3 "Missed Patrol Shifts" (EXH 3)** 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.
- 5.3 Delivery Time:** The Vendor shall supply the WVDOH with an implementation schedule addressing all Contract requirements within 45 days of the award date of the Contract.

REQUEST FOR QUOTATION
Courtesy Patrol Program

5.3.1 Vendor must be fully functional and able to operate the Program on all designated routes on October 7, 2026.

6. VENDOR DEFAULT:

- 6.1 The following shall be considered a vendor default under this Contract.
- 6.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 6.1.2 Failure to comply with other specifications and requirements contained herein.
 - 6.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 6.1.4 Failure to remedy deficient performance upon request.
- 6.2 The following remedies shall be available to Agency upon default.
- 6.2.1 Immediate cancellation of the Contract.
 - 6.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 6.2.3 Any other remedies available in law or equity.

7. MISCELLANEOUS:

- 7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 **Vendor Name Change:** It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**

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- 7.4 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Chris Jordening
Telephone Number: (972) 369-9432
Fax Number: _____
Email Address: cjordening@incidentclear.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

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- 2.8 “DMV” – The West Virginia Division of Motor Vehicles.
- 2.9 “GPS” – 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.
- 2.10 “ITS” – Intelligent Transportation System. Reference: <http://www.its.dot.gov/>.
- 2.11 “Pricing Pages,” “Attachment A,” and “ATT A” - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.12 “Program” – The West Virginia Courtesy Patrol Program.
- 2.13 “Solicitation” - The official notice of an opportunity to supply the State with goods or services.
- 2.14 “Standard Specs” - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.15 “TMC” – The West Virginia Division of Highways Traffic Management Center.
- 2.16 “WVDMPS” – The West Virginia Department of Military Affairs and Public Safety.
- 2.17 “WVDOH” or “Agency” - Interchangeable terms for the West Virginia Division of Highways.
3. **GENERAL REQUIREMENTS:** Vendor shall meet all minimum qualifications for the requirements listed below to be awarded a contract.
- 3.1 **Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from Technical Support Division, by completing the Specification Order Form provided within the website.

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3.2 Program Requirements:

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

NOTE: Any route segment not receiving full shift coverage must be reported to the WVDOH. Exhibit 3 "Missed Patrol Shifts" (EXH 3) shall be completed by the Vendor and submitted per the instructions in Section 5.2 of these specifications.

- 3.2.2** Patrol trucks shall patrol all routes to ensure 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 **Exhibit 1 "West Virginia Routes" (EXH 1)**.

NOTE: There shall be no separate mileage and travel costs associated with the performance of the Contract other than what is included in the cost of the Program and identified in the Contract Specifications.

3.3 Vendor Requirements:

- 3.3.1** Vendor must have a Project Manager or other management that have successfully managed a similar State, Federal, or Local Courtesy Patrol for a period of five years. Vendor must provide, at a minimum, one Project Manager's name, the name of the projects of which they were responsible, and the dates of each project using **Attachment B "Project Manager's Program Experience" (ATT B)** along with a copy of the awarded contract document for verification. Failure to provide this documentation will result in the disqualification of the Vendor's bid.
- 3.3.2** Vendor shall provide documentation from the Department of Homeland Security showing that the Vendor has completed certified training for both Homeland Security and Amber/Silver Alert Programs. Failure to provide this documentation will result in disqualification of the Vendor's bid.
- 3.3.3** Vendor must provide documentation of their current membership in ITS. Failure to provide this documentation will result in disqualification of the Vendor's bid.
- 3.3.4** Vendor shall establish, publish, and maintain a statewide Courtesy Patrol Program toll free telephone number which is staffed 16/7, 365/366, between the hours of 3:00PM and 7:00AM. The Program toll-free number

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shall be prominently displayed on each patrol truck and shall be printed on all materials featuring the Program.

- 3.3.5** 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.
- 3.3.6** Prior to each patroller's employment, the Vendor must obtain a complete, accurate, and current background investigation from the WVDMPS.
- 3.3.7** Vendor shall create a QR code, to be given to the motorist providing details of the Program and soliciting feedback from the motorists.
- 3.3.8 Uniforms:** 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. ANSI Class 3 uniforms are recommended. In addition to the standard uniform, each patroller shall have a reflective ANSI Class 3 vest. The WVDOH shall have final approval of the uniforms prior to implementation of the program.
- 3.3.9 Drug Free Workplace:** During the performance of this contract, the Vendor agrees to provide a drug-free workplace for the Vendor's employees.
- 3.3.9.1** Prior to employment, all employees must pass a pre-employment drug screening.
- 3.3.9.2** During employment, all employees are subject to quarterly drug screenings.
- 3.3.9.3** All employees will be registered for monthly random drug testing.
- 3.3.10 Vendor's Communication Center:** Vendor may choose to establish one centralized Communication Center or multiple Centers to service the entire state. The Center shall be established, managed, and staffed to allow statewide communications 16/7, 365/366, between the hours of 3:00PM and 7:00AM. All notifications from patrollers shall be handled through the Center.
- 3.3.10.1** The Center shall have dedicated, experienced staff, with telecommunications and GPS infrastructure to adequately communicate, monitor, and dispatch all patrol units statewide. The Center must be able to communicate with Vendor's

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supervisory staff, TMC, statewide law enforcement agencies, and 911 Emergency Centers.

3.3.10.2 The Center staff and all patrollers must receive training and orientation in each category listed below, prior to being placed on active duty under this contract. The expenses associated with the training and orientation are the sole responsibility of the Vendor. Vendor must require each patroller to receive the following training:

- American Red Cross and/or American Heart Association certification in CPR and First Aid
- Amber Alert and Silver Alert Program Training
- Defensive Driving Classes
- Homeland Security Incident Command System Courses
- Homeland Security Blue Campaign
- ACS Stop the Bleed
- Naloxone Administration Training
- Hospitality And Customer Service
- WVDON Policies and Procedures
- Minor Policies and Procedures
- Freeway Incident Management Training
- Identification/Reporting Requirements, i.e., Chemical Spills
- Proper Two Way Radio, Cellular Device Communications, and GPS Tracking

3.3.10.3 Vendor shall maintain training records including names of the training facilities/organizations along with names, dates, and locations of each class. Vendor shall provide the WVDON with this information upon request.

3.4 Fleet:

3.4.1 Upon contract award, Vendor shall purchase the fleet required for the program. The fleet shall consist of 33 full-size, half-ton pickup trucks with a minimum of four of them being four-wheel drive. The fleet shall be white, new model year with standardized Program reflective logos, WVDON Courtesy Patrol logos and Vendor's name and logo, as well as the toll-free Program telephone number decals in accordance with **Exhibit 2 "Decal Requirements and Placement" (EXH 2)**. All WVDON logos and decals will be provided by the WVDON in the form of a digital file suitable for decal production and the Vendor shall have manufactured and installed. The Vendor is responsible for all costs associated with properly

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- equipping and detailing the fleet vehicle shall be treated as incidental to the contract.
- 3.4.2** There shall be no subcontracts for performance or sponsorship by the successful bidder in the execution of this contract.
- 3.4.3** 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 Vendor will be given prior notice.
- 3.4.4** Ownership of the fleet will remain with the Vendor for the contract term. Vendor shall keep all vehicles in safe operation condition including fuel, minor repairs, and scheduled preventive maintenance. All vehicles shall remain in compliance with all applicable WV motor vehicle laws and regulations. Vendor shall provide vehicle service records to 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.
- 3.4.5** Cab-mounted emergency bar light and the required hardware for each patrol truck shall be installed by the Vendor. The light bar shall be a standard strobe lightbar consisting of a combination of white, amber, and green lenses and a minimum length of 36”.
- 3.4.6** Vehicle mounted arrow boards and the required hardware for each patrol truck shall be installed by the Vendor. The arrow board shall be a minimum length of 30”.
- 3.4.7** 29 trucks shall be on patrol and four shall be on-hand as spare. In no event shall the fleet vehicles be used by the Vendor for any purpose not related to this contract during the life of this contract. In no event shall the Vendor use the fleet vehicles for commuting purposes.
- 3.4.8** If a vehicle is rendered unusable, logos should be removed when they are taken out of service.
- 3.4.9** Vehicle fuel will be at the expense of the Vendor. Fuel consumed will be clearly noted on a 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.

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3.4.10 Vehicle equipment will be at the expense of the 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
- Five 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 four-way luge wrench – one per truck
- Square or flat shovel – one per truck
- 20 ft., eight-gauge jump-start cables – one per truck
- 25 lb., 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
- Narcan nasal spray 4mg single dose – two per truck
- Blankets – two per truck
- 2.5-gallon container of water – one per truck
- 2.5-gallon safety type gasoline container filled – one per truck

3.5 Patroller Expectations:

- 3.5.1** Patrollers shall always present a courteous and positive image for the State of West Virginia.
- 3.5.2** Patrollers are prohibited from accepting cash or any item of tangible value from a motorist who receives services.
- 3.5.3** Patrollers are prohibited from the use of tobacco products in fleet vehicles. This includes smoke-less tobacco, cigarettes, pipes, or vaping devices.
- 3.5.4** 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.

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3.5.5 Patrollers shall provide telephone assistance to a motorist to help call for assistance.

3.5.6 Patrollers shall place a towing service call for motorists. The patroller shall contact the Vendor's Communication 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.

3.6 DOH Requirements:

3.6.1 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.

3.6.2 The WVDOH shall make available at the Vendor's request, State of West Virginia Highway Maps for the patrollers to provide to the motorists. The Vendor may contact the local WVDOH District Office for maps.

3.7 Contractual Assistance and Services: The Vendor's employees shall provide the following services:

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

3.7.2 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.

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

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

3.7.5 Assistance to Emergency Service: 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

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truck in such a manner to provide a safe zone for the emergency personnel. When requested 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.

- 3.7.6 Debris/Animal Removal:** The patroller shall remove animal carcasses, tires, and other road debris which can safely be moved from the driving lane to the roadway edge and shall contact the Vendor's Communication Center who shall promptly notify the TMC of the exact location and description of the situation.
- 3.7.7 Suspicious Activity:** All suspicious activities observed on roads and bridges shall be reported to the Vendor's Communication Center who shall promptly notify the TMC and appropriate law enforcement agencies of the exact location and description of the situation.
- 3.7.8 Chemical Spills:** Suspected chemical spills on or near the roadway shall be reported to the Vendor's Communication Center who shall promptly notify the TMC and appropriate law enforcement agencies of the exact location and description of the situation.
- 3.7.9 Amber/Silver Alert:** The patroller shall monitor their assigned routes during all Amber/Silver alert situations and, if needed, shall contact the Vendor's Communication Center who shall promptly notify the TMC and appropriate law enforcement agencies of the exact location and description of the situation.
- 3.7.10 Lane Closure:** The patroller shall notify the TMC of any lane closures encountered, including any partial obstructions. They will provide location information, cause of closure and estimated time of reopening, if known.
- 3.8 Accidents Involving Patrol Vehicles:** Should any patrol vehicle become involved in any type of accident, the following procedures will be followed.
- 3.8.1** The patroller, if able, will immediately inform law enforcement (911), TMC and Vendor's Communication 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.
- 3.8.2** If possible, all patrol vehicles should be removed from the roadway. If it is not possible to remove vehicles, the accident scene should be protected by

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Chris Jordening

(Address) 5790 Lamar Street, Arvada, CO 80002

(Phone Number) / (Fax Number) (972) 369-9432

(email address) cjordening@incidentclear.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

IncidentClear, LLC

(Company)

(Signature of Authorized Representative)

Kevin Corcoran, CEO

4/16/2026

(Printed Name and Title of Authorized Representative) (Date)

(708) 333-7348

(Phone Number) (Fax Number)

kcorcoran@vmsolutions.com

(Email Address)

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: The Initial Contract Term will be for a period of three (3) years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 three (3) 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 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.

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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:

- \$100 a day _____ for every day past October 7, 2026 that the Vendor is unable to begin services under this contract.
- Liquidated Damages Contained in the Specifications.
- Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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.

20. TIME: Time is of the essence regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.



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:

Zack Jividen

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 Aatal

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:

Danny Pauley

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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



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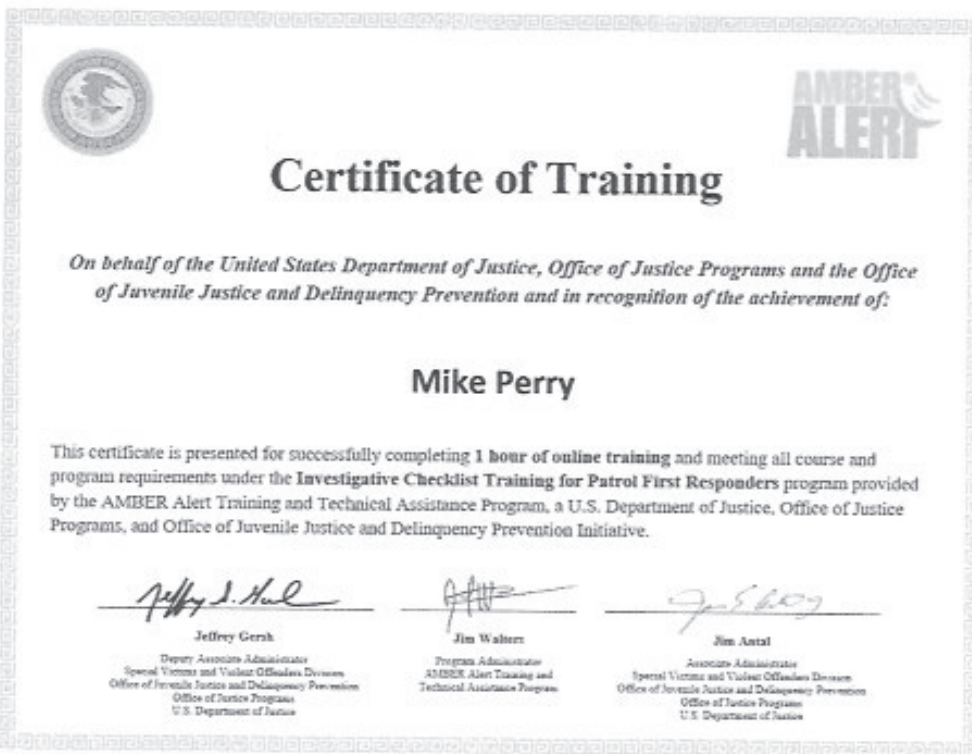
Daniel Jones

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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 Astal
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:

Ralph Miller

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Jeffrey Geesh
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 Aaral
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:

David Shaffer

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Jeffrey Gerth
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Technical Assistance Program

Jim Antal
Associate Administrator
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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:

Jamie Perrine

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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:

Robert Parrish

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Jeffrey Gerth

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Special Victims and Violent Offender 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 Offender 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:

Kim Parrish

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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 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

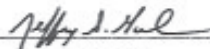


Certificate of Training

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:

Shelley McDougal

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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 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:

Dwayne Pursley

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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

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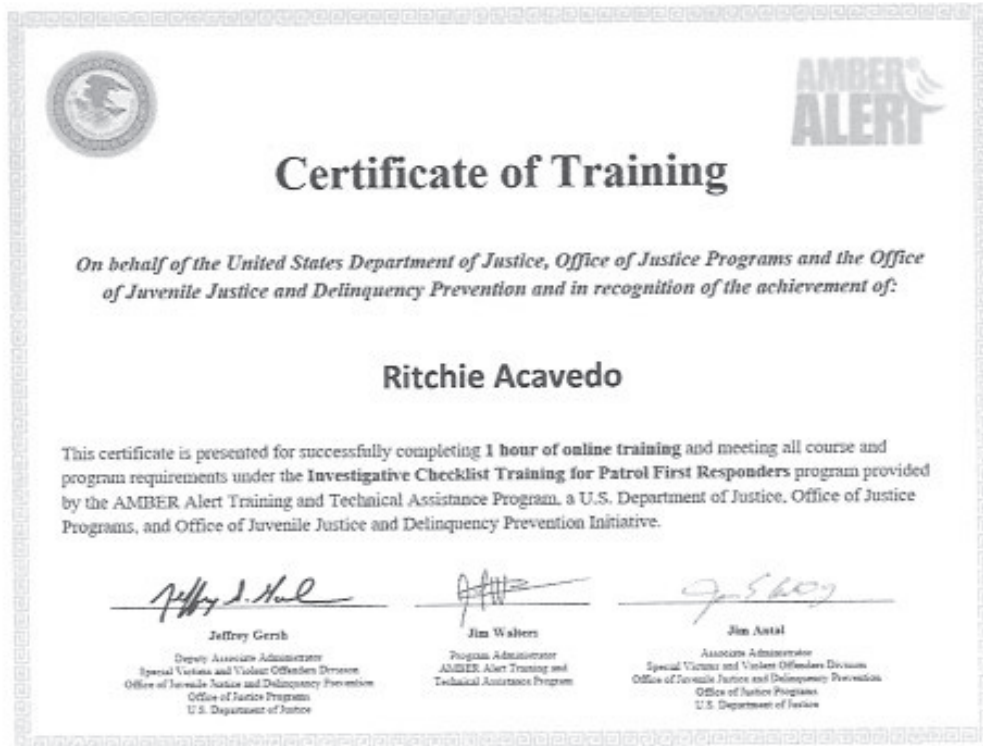
Joey Elkund

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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

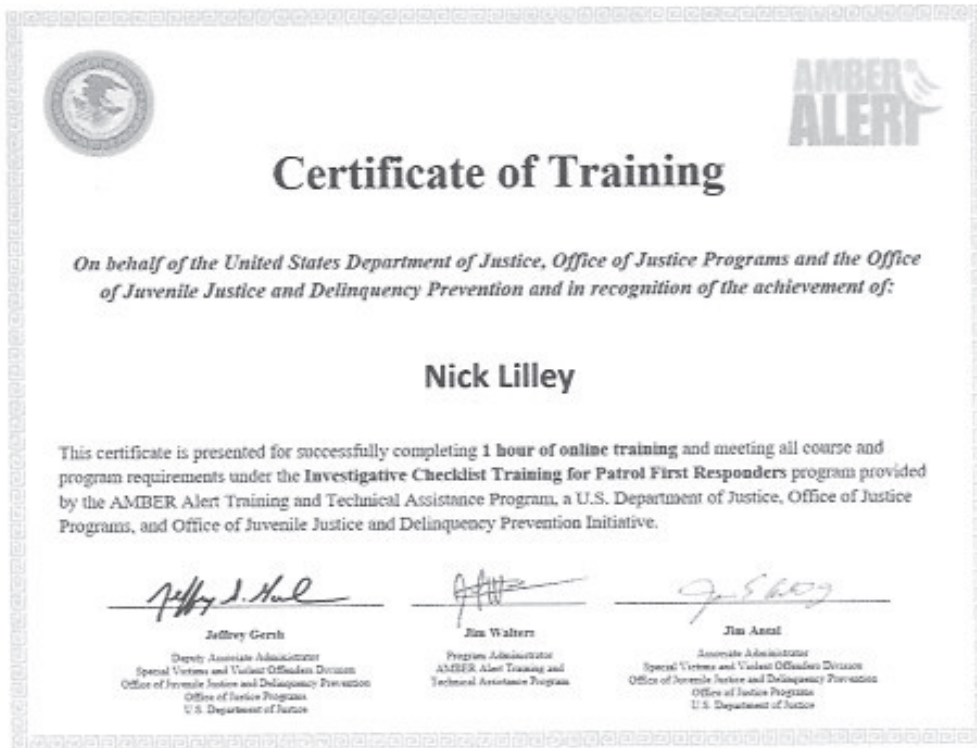
Jim Antal
Associate Administrator
Special Victims and Violent Offenders Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U.S. Department of Justice





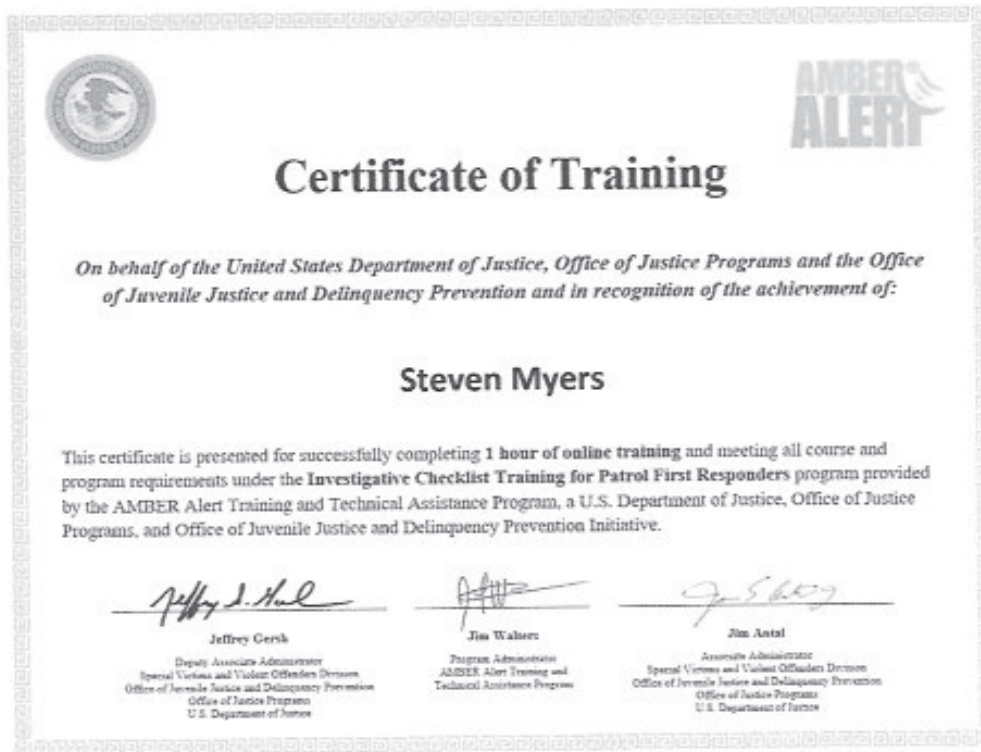




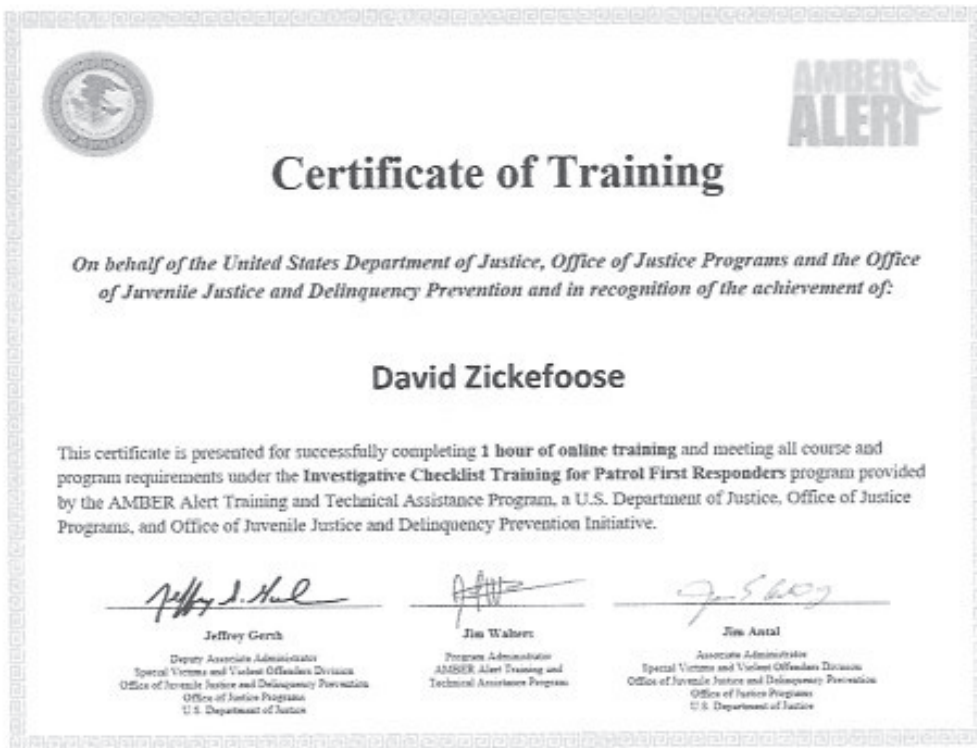












Certificate of Training

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:

David Zickefoose

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Jeffrey S. Gerch

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

Jim Walzer

Jim Walzer
Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim Antal

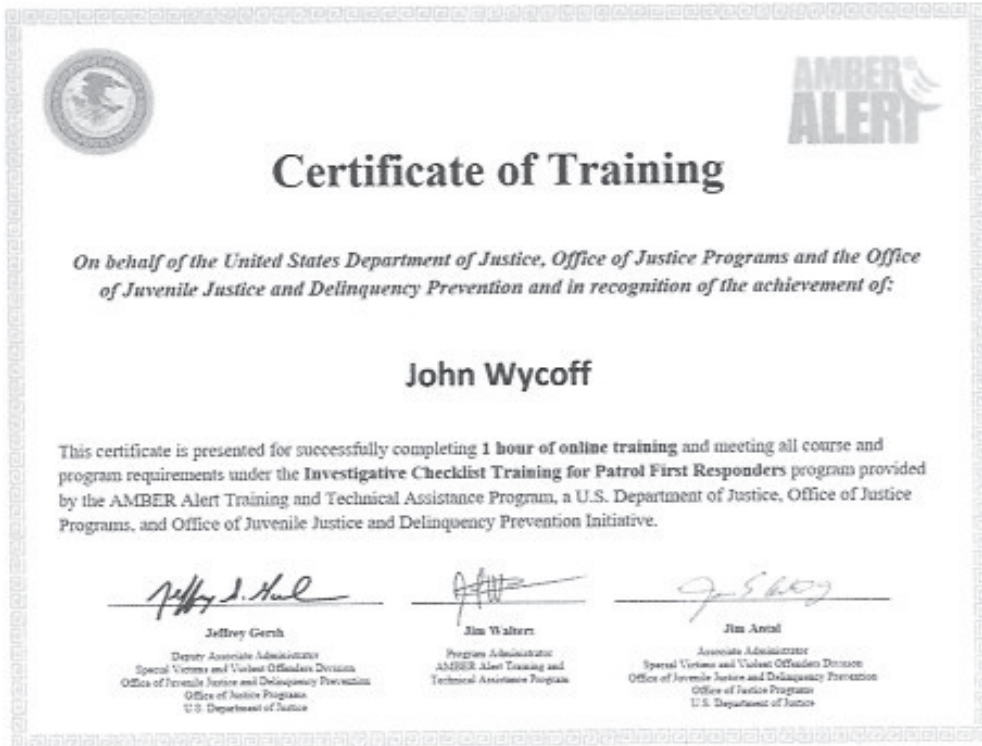
Jim Antal
Associate Administrator
Special Victims and Violent Offenses Division
Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs
U. S. Department of Justice

















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:

Michael Hivley

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Jeffrey Gerb
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

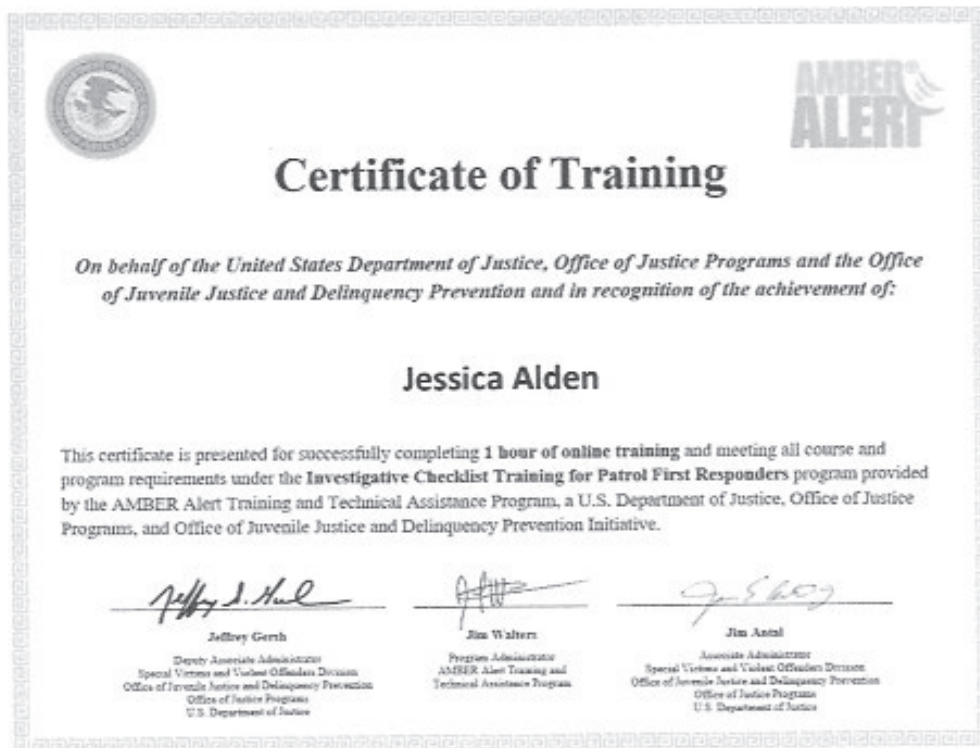
Jim Walters
Program Administrator
AMBER Alert Training and
Technical Assistance Program

Jim 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:

David Stump

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 Victim 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 Astal
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Andrew Neal

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Sara Boggs

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Horace Crockette

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Jeffrey Gerth

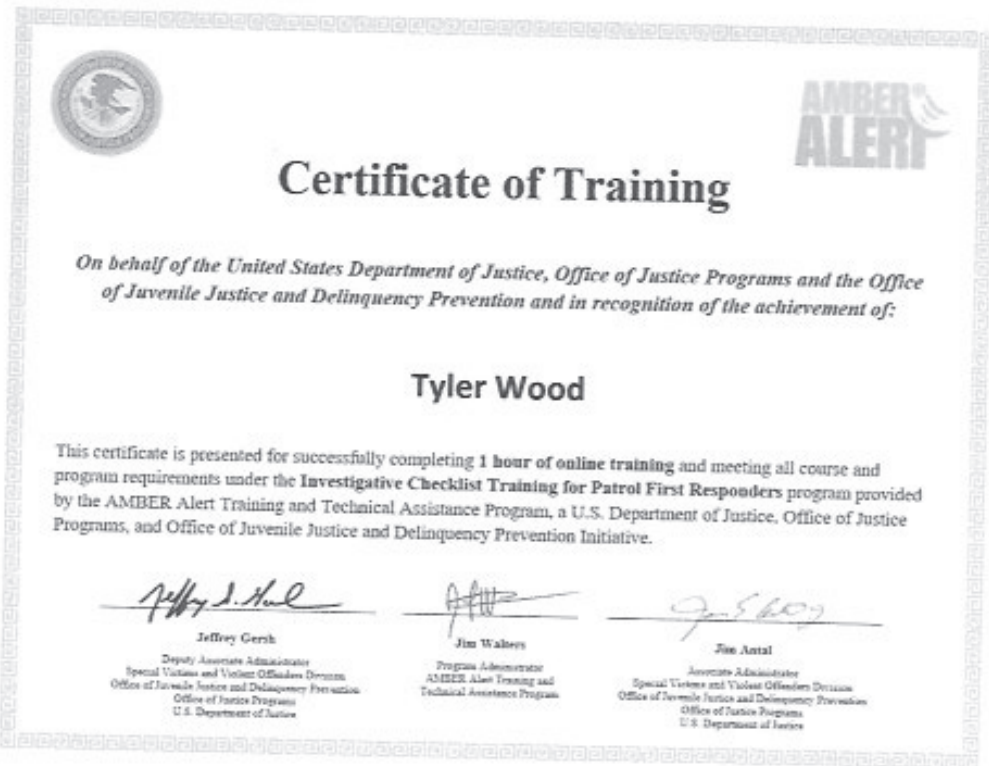
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Corey Greenwood

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Jessica Alden

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Travis Curtis

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John Malatinski

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Cecil Ledsome

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Donald Salmoms

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Larry Reeves

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Stephanie Pruitt

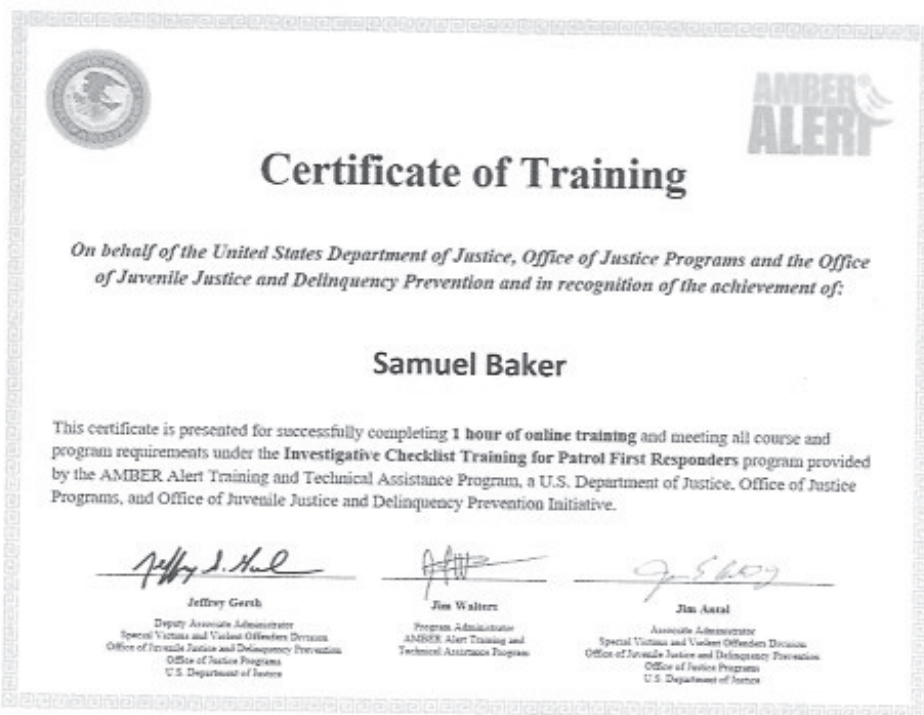
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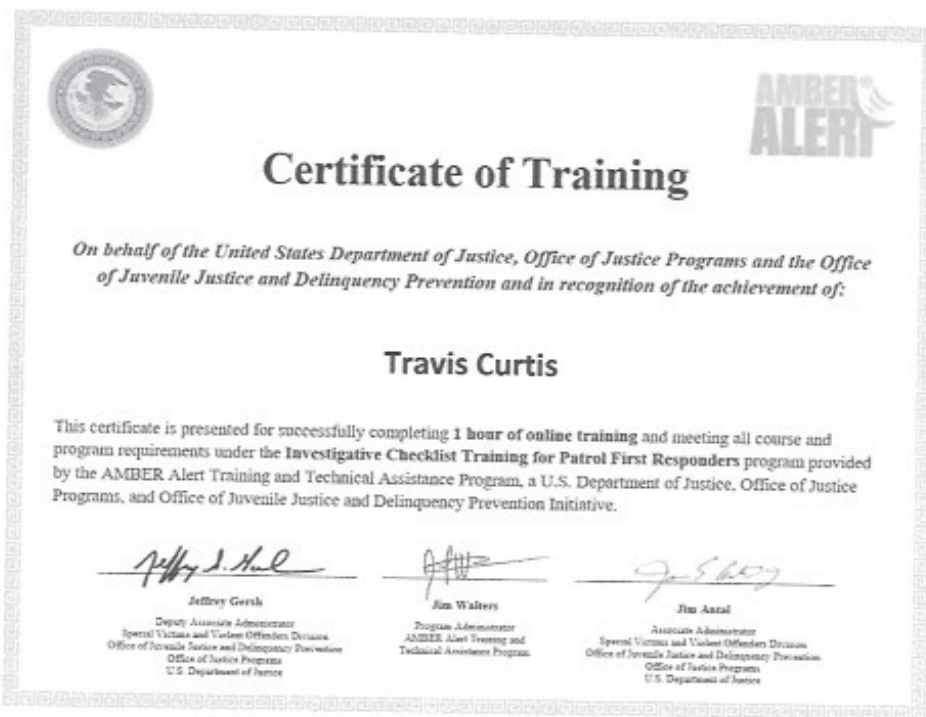
Joshua Smallwood

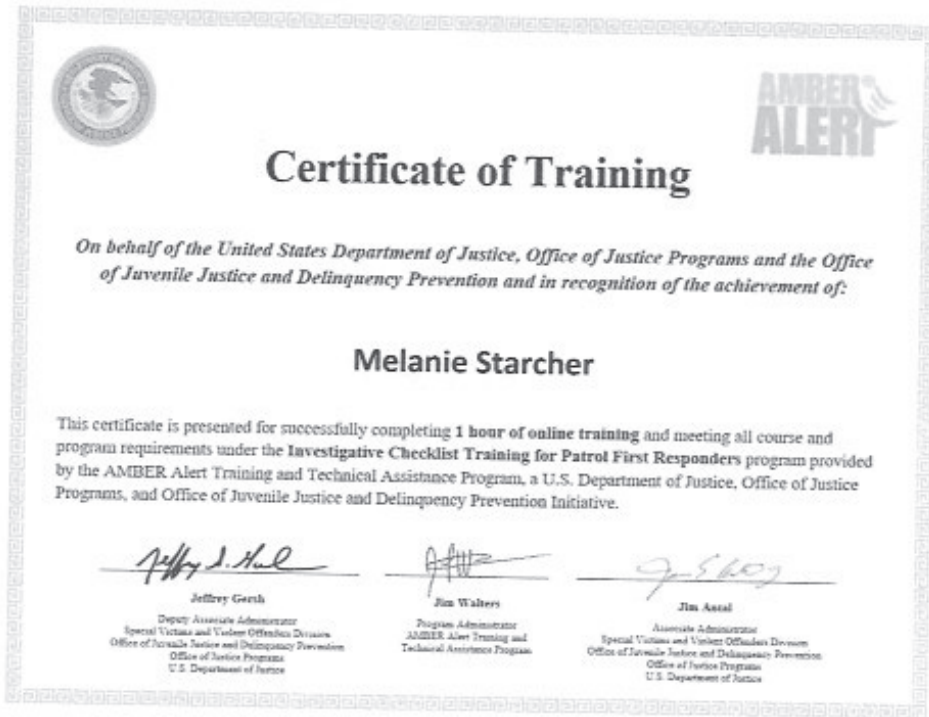
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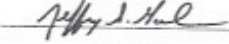
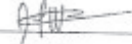




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Scott Mankins

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 <hr style="width: 100%;"/> <p>Jeffrey Gersh <small>Deputy Associate Administrator Special Victims and Violent Offenses Division Office of Juvenile Justice and Delinquency Prevention Office of Justice Programs U.S. Department of Justice</small></p>	 <hr style="width: 100%;"/> <p>Jim Walters <small>Program Administrator AMBER Alert Training and Technical Assistance Program</small></p>	 <hr style="width: 100%;"/> <p>Jim Azzal <small>Associate Administrator Special Victims and Violent Offenses Division Office of Juvenile Justice and Delinquency Prevention Office of Justice Programs U.S. Department of Justice</small></p>
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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



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Shawn Ramsey

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Tim Blenden

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Cody Burckette

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Mark Welch

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Doug Myers

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David Mercer

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Jeff Wilson

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Nick Lilley

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Katrina Runnion

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Jevon Cullers

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Stan Heffline

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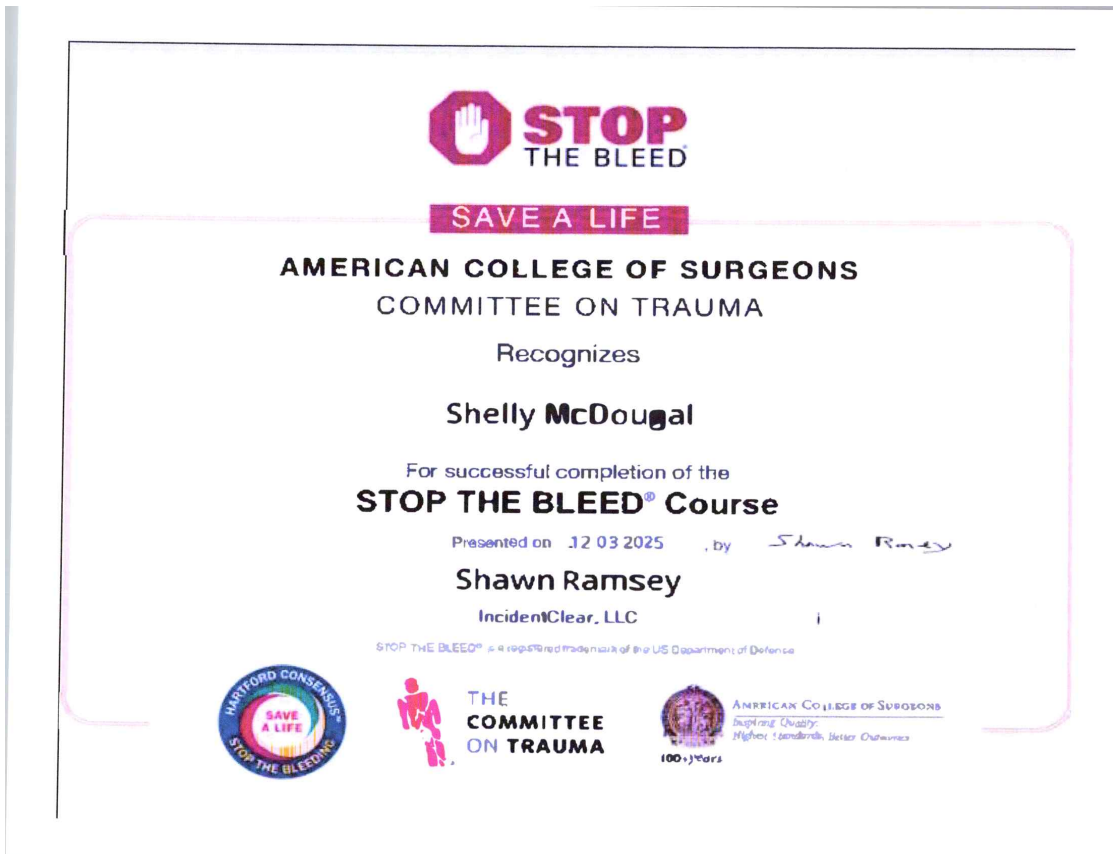
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Name	Samuel Baker
Agency / Organization	IncidentClear
Total Earned Credit Hours	35

All dates displayed are in the following time zone: (UTC-05:00) Eastern Time (US & Canada)

Program Name	Credit Hours	Passed	Completion Date
Advance Warning	1	Yes	12/29/2023
Autonomous Vehicles	1	Yes	12/29/2023
Blocking Procedures at Roadway Incidents	1	Yes	12/29/2023
Connected Vehicles	1	Yes	12/29/2023
Fire Department-Based Vehicles for Traffic Control	1	Yes	12/30/2023
Fire Service Collaboration with Towing & Recovery Operations	1	Yes	1/1/2024
Helmets and Head Protection for Roadway Incidents	1	Yes	12/30/2023
High Visibility Innovations	1	Yes	12/30/2023
Innovative Temporary Traffic Control Devices & Methods	1	Yes	12/30/2023
Integrating Roadway Safety into Community Risk Reduction Programs	1	Yes	12/30/2023
Intro to Fire Service Traffic Incident Management Professional	1	Yes	1/1/2024
Law Enforcement and High Visibility PPE	1	Yes	1/1/2024
Manual on Uniform Traffic Control Devices (MUTCD)	1	Yes	12/30/2023
Move It or Work It	1	Yes	12/30/2023
New Technologies in Emergency Vehicle Lighting	1	Yes	12/30/2023
Planning for the Long-Term Event	1	Yes	12/31/2023
Professionalism and Leadership in Roadway Incident Response	1	Yes	12/31/2023
Recommended Practices for TIM SOPs	1	Yes	12/31/2023
Roadway Incident Operational Safety for EMS Providers	1	Yes	1/1/2024
Roadway Incident Safety Training Guidance for Fire Officers	1	Yes	1/1/2024

Program Name	Credit Hours	Passed	Completion Date
Safe Fire Service Traffic Control Practices	1	Yes	1/1/2024
Safety Service Patrols: An Underutilized Partner	1	Yes	1/1/2024
Scene Control	1	Yes	12/30/2023
See and Be Seen: Emergency Lighting Awareness	1	Yes	12/30/2023
Setting Up a Traffic Incident Management Unit	1	Yes	12/30/2023
Sobriety Checkpoint Safety	1	Yes	1/1/2024
Special Circumstances: Safe Operations for Vehicle Fires	1	Yes	12/30/2023
Special Hazards	1	Yes	12/31/2023
Starting and Sustaining a TIM Committee	1	Yes	1/1/2024
Termination	1	Yes	12/31/2023
Traffic Incident Management Requirements in NFPA 1500	1	Yes	1/1/2024
Traffic Incident Management: Incident Command & Management	1	Yes	12/31/2023
Traffic Incident Management: Model Practices & Procedures	1	Yes	1/1/2024
Traffic Incident Management: TIM Training & Resources	1	Yes	1/1/2024
Understanding NFPA 1091	1	Yes	1/1/2024

Multi-Program Certificate Name	Credit Hours	Completion Date
Roadway Incident Response Safety Leadership Certificate • Concentration in: Towing & Recovery (1/1/2024) • Concentration in: EMS (1/1/2024) • Concentration in: Law Enforcement (1/1/2024) • Concentration in: Fire Police / Special Traffic Unit (1/1/2024) • Concentration in: DOT and SSP (1/1/2024) • Concentration in: Fire (1/1/2024)	26	1/1/2024
National TIM Training Certificate	10	12/31/2023
Innovative Responder Safety Strategies Certificate	9	12/30/2023

National TIM Training Certificate

Presented by: The Emergency Responder Safety Institute, CVVFA
under agreement with the Federal Highway Administration
on The Responder Safety Learning Network



Samuel Baker



U.S. Department
of Transportation
**Federal Highway
Administration**

Completed a 10 hour online tested training program in
Traffic Incident Management & Responder Safety

Sunday, December 31, 2023

Jack Sullivan
Director of Training

Joe Kroboth, III
Project Manager

INNOVATIVE RESPONDER SAFETY STRATEGIES CERTIFICATE

Presented by: The CVVFA/Emergency Responder Safety Institute on
The Responder Safety Learning Network

Samuel Baker

Completed a 9 hour online tested training program specializing in
innovative responder safety strategies as an extension to the pre-requisite National TIM Training Certificate

Saturday, December 30, 2023


Jack Sullivan
Director of Training




Joe Kroboth, III
Project Manager

ROADWAY INCIDENT RESPONSE SAFETY LEADERSHIP CERTIFICATE

Presented by: The CVFA/Emergency Responder Safety Institute on
The Responder Safety Learning Network

Samuel Baker

Completed a 9 hour online tested training program specializing in leadership on
roadway incident safety response as an extension to the pre-requisite National TIM Training Certificate

Monday, January 01, 2024

With Concentrations in:
Towing & Recovery
EMS

Law Enforcement
Fire Police / Special Traffic Unit
DOT and SSP
Fire


Jack Sullivan
Director of Training




Joe Kroboth, III
Project Manager



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National TIM Responder Training Program Completion Certificate

This acknowledges that

Samuel Baker

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

Date: May 2-3, 2017

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





National TIM Responder Training Program Completion Certificate

This acknowledges that

Samuel Baker

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

Date: May 2-3, 2017

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







Emergency Management Institute



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

IS-00700.a

National Incident Management System (NIMS)

An Introduction

Issued this 25th Day of November, 2013



Tony Russell
Superintendent

Emergency Management Institute

Emergency Management Institute



FEMA

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IS-00800.c

National Response Framework, An Introduction

Issued this 3rd Day of October, 2019



0.3 IACET CEU

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

Emergency Management Institute



FEMA

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IS-00100.b

Introduction to Incident Command System

ICS-100

Issued this 25th Day of November, 2013



A handwritten signature in black ink, appearing to read "Tony Russell".

Tony Russell
Superintendent

Emergency Management Institute

Emergency Management Institute



FEMA

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SAMUEL BAKER

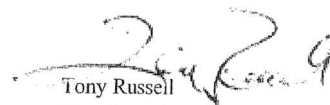
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.b

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

Issued this 25th Day of November, 2013




Tony Russell
Superintendent



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



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Shawn Ramsey

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This certifies that

Samuel Baker

Has met the requirements for the online course

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



11-25-2013

Certificate Number: 1138831592

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

U.S. Department of Justice
Office of Justice Programs
National Institute of Justice



NIJ TRAINING

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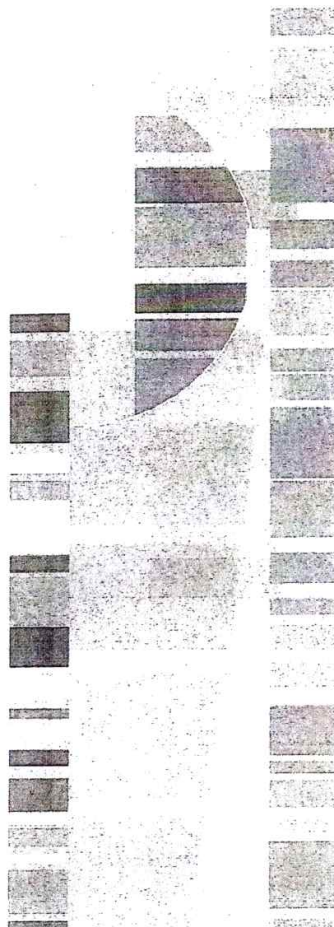
Samuel Baker

HAS COMPLETED THE ONLINE COURSE

Forensic DNA for Officers of the Court

November 25, 2013

NIJ
www.NIJ.gov



U.S. Department of Justice
Office of Justice Programs
National Institute of Justice



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THIS CERTIFIES THAT

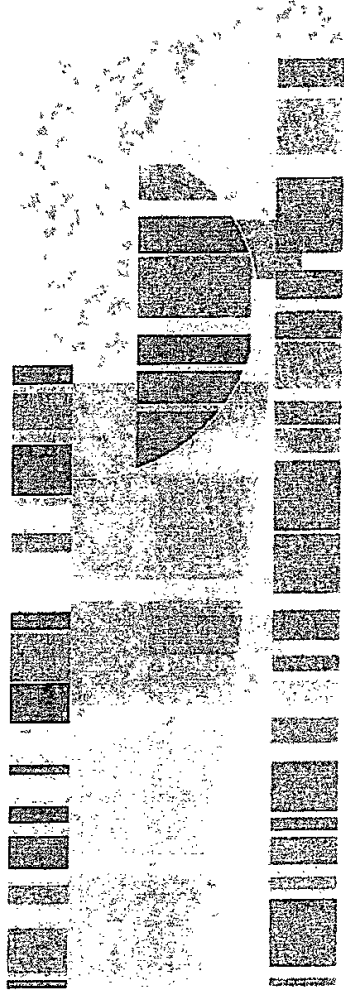
Samuel Baker

HAS COMPLETED THE ONLINE COURSE

Crime Scene and DNA Basics for Forensic
Analysts

November 25, 2013

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www.NIJ.gov



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Office of Justice Programs
National Institute of Justice



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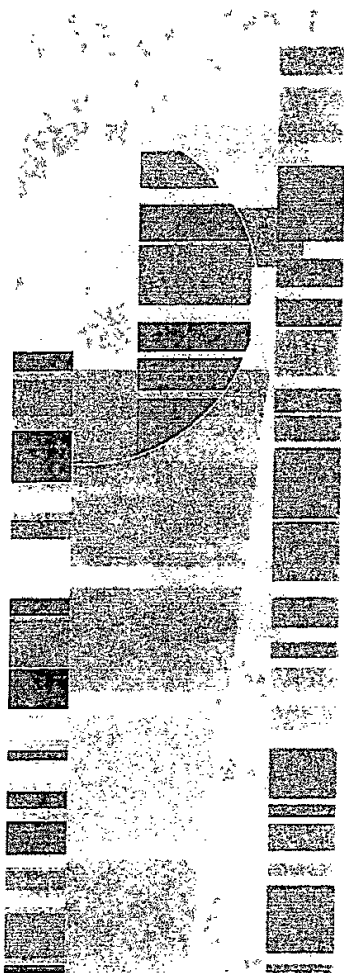
Samuel Baker

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

November 25, 2013

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CERTIFICATE of COMPLETION

Samuel Baker

has completed the course

BLS Pharmacology

Christopher Katsopoulis
Education Supervisor

November 17, 2013



EMS
Emergency Medical Services

0.5 hour Non Instruction CE
Suggested Category: Medical

4CctxC68em

CERTIFICATE of COMPLETION

Samuel Baker

has completed the course

BLS Airway Management and Oxygen Administration

Christopher Metzger
Education Supervisor

November 17, 2013



EMS
Emergency Medical Services

0.5 hour Non Instruction CE
Suggested Category: Airway

BDAbPq0IKq

CERTIFICATE of COMPLETION

Samuel Baker

has completed the course

Patient Care Reports

Christine Metzger
Education Supervisor

November 17, 2013

 **EMS**
Emergency Medical Services

0.5 hour Non Instruction CE
Suggested Category: Preparatory

2fNIYE030b

CERTIFICATE of COMPLETION

Samuel Baker

has completed the course

Allergic Reactions and Anaphylaxis

Christine Metzger
Education Supervisor

November 22, 2013



EMS
Emergency Medical Services

1 hour Non Instruction CE
Suggested Category: Medical

bkaZZBTN6j

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

J. Green

Trainer

*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



SAVE A LIFE

AMERICAN COLLEGE OF SURGEONS
COMMITTEE ON TRAUMA

Recognizes

Cecil Ledsome

For successful completion of the
STOP THE BLEED® Course

Presented on 12 03 2025, by *Shawn Ramsey*

Shawn Ramsey

IncidentClear, LLC

STOP THE BLEED® is a registered trademark of the US Department of Defense



THE
COMMITTEE
ON TRAUMA



AMERICAN COLLEGE OF SURGEONS
*Inspiring Quality.
Highest Standards. Better Outcomes.*

**APNGA
Certificate of Achievement**

**This confirms that
Sam Baker**

Has successfully completed the APNGA Portable Nuclear Gauge

Radiation Safety Officer Class

on this day

November 5, 2020

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


George E. Marshall - Director
301.929.9771

giDbvxGVek

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.

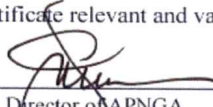
The Company RSO completes the training requirements by familiarizing the employee with:

- 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

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

1704159197598

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)



Adams County Fire Rescue

8055 N. Washington Street, Denver, CO 80229

March 13, 2018

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

Gentlemen,

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

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

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

Yours,

Captain Russ Hosmer, ACFR
Formerly Division Chief of Training



SAVE A LIFE

AMERICAN COLLEGE OF SURGEONS
COMMITTEE ON TRAUMA

Recognizes

John Malinski

For successful completion of the
STOP THE BLEED® Course

Presented on 12/03/2025, by *Shawn Ramsey*

Shawn Ramsey

IncidentClear, LLC

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100+ years