



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 5

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1234660

Procurement Type: Central Master Agreement

Vendor ID: VS0000021731

Legal Name: PROMILES SOFTWARE DEVELOPMENT CORPORATION

Alias/DBA:

Total Bid: \$2,172,250.00

Response Date: 06/26/2023

Response Time: 11:53

Responded By User ID: dwells19

First Name: Danny

Last Name: Wells

Email: dan@promiles.com

Phone: 719-641-1876

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2300000149

Published Date: 6/22/23

Close Date: 6/28/23

Close Time: 13:30

Status: Closed

Solicitation Description: Automated Hauling Permit System RFQ (81230076)

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1234660  
**Solicitation Description:** Automated Hauling Permit System RFQ (81230076)  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-06-28 13:30	SR 0803 ESR06252300000006539	1

**VENDOR**  
 VS0000021731  
 PROMILES SOFTWARE DEVELOPMENT CORPORATION

**Solicitation Number:** CRFQ 0803 DOT2300000149  
**Total Bid:** 2172250      **Response Date:** 2023-06-26      **Response Time:** 11:53:50

**Comments:** ProMiles' pricing structure is a fixed price. We work together with the State to fully define their requirements, knowing there will be changes, and produce a schedule and list of tasks that meets the State's timeframe as well as requirements and needs. If new requirements are defined late in the development process, we work with the State to determine if this is a need before system launch, or is this something that can wait so that it does not impact the schedule. Either way, unless it's something outside of permitting and routing, there is no change in the fixed price. Any change naturally would go through the State's change order process. An example of a change order in ProMiles' history is when Texas decided to add routing to their Permitting Only RFQ. This was a substantial enough change from the intent of the RFQ that it did require a change order and fee increase. ProMiles does not require milestone payments but rather payment in full within 30 days of the system's launch. This way there is no cost to the State until they have a working system, other than their own internal costs such as their staff's time. ProMiles will offer a 1% discount if the payment is made immediately after launch (within 5 days) rather than 30 days. There are no additional license fees for any software needed within the system.

**FOR INFORMATION CONTACT THE BUYER**  
 Larry D McDonnell  
 304-558-2063  
 larry.d.mcdonnell@wv.gov

Vendor  
Signature X

FEIN#

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Cloud-based software as a service - Total Overall Cost	1.00000	EA	2172250.000000	2172250.00

Comm Code	Manufacturer	Specification	Model #
81162000			

**Commodity Line Comments:** ProMiles Software Development Corporation (PSDC) appreciates the opportunity to respond to CRFQ DOT23\*149 for an Automated Hauling Permit System for the West Virginia Department of Transportation. PSDC's goal is to provide OS/OW permitting agencies in the United States with high quality and reliable OS/OW Permitting and Routing Systems. These systems provide a high level of self-service to the industry enabling it to safely self-issue a very high percentage of OS/OW permits 24/7. These systems automate routing and bridge rating ensuring safe, consistent, and efficient routes that minimize wear on the country's infrastructure and protect the traveling public. Many of these systems interface with AASHTOWare's BrR Load Rating Tool as part of the permit application and routing. These systems secure the State's data, ensure that the OS/OW permitting rules and regulations are met, and reduce repetitive tasks for the Permit and Bridge Office by automating those parts of the permitting process that can safely be automated. PSDC has 16 OS/OW Permitting and/or Routing Systems in Production and, as of the writing of this document, is developing four more OS/OW Permitting and Routing Systems. PSDC's initial system for the Texas Department of Transportation was launched on August 29, 2011, and still is provided the same level of support and service by PSDC this many years later. PSDC's product as well as Project Management and Support Team set it apart for its competitors.

**Extended Description:**

Automated Hauling Permit System RFQ (81230076)  
See attached pricing page and CRFQ documentation.

## EXHIBIT A - PRICING PAGE

WVDOT - Automatic Hauling Permit System (AHPS)									
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305									
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost					Extended Cost
				Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	Optional - Year Five	
<b>Automated Hauling Permit System Cost Table</b>									
4.1	AHPS: System, Configuration, Implementation, and Training (Year 1)	LS	1	\$1,374,600.00					\$1,374,600.00
4.1.13, 4.1.5.3	AHPS: Service, Support and Maintenance Cost after System Acceptance (Year 1)	LS	1	\$24,300.00					\$24,300.00
4.1.5,4.1.5.3	AHPS: Service, Support and Maintenance Annual Fixed Cost includes up to 200 hours of development time requested by WVDOT per year(Optional Year 2, 3, 4, & 5)	LS	1		\$168,400.00	\$174,300.00	\$180,400.00	\$186,700.00	\$709,800.00
<b>Services</b>									
4.1.6	Hourly Rate for Requested Customizations - Including Post Implementation. (Years 1, Optional 2, 3, 4, & 5)	HR	100	\$120.00	\$124.00	\$128.00	\$132.50	\$136.00	\$64,050.00
					<b>TOTAL OVERALL COST →</b>			<b>\$2,172,750.00</b>	
<p>* The estimated purchase volume represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.</p> <p>**TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.</p> <p>***Optional Renewals- Year Two through Year Four may be renewed by Change Order upon mutual agreement between the Vendor and Agency.</p> <p>****ALL AHPS PERMIT FEES MUST BE PROCESSED AND RECEIVED BY THE WEST VIRGINIA STATE TREASURES OFFICE SYSTEM.</p>									

Michelle Pilcher 06.26.23

Vendor Signature



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  
 Info Technology

<b>Proc Folder:</b> 1234660		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Automated Hauling Permit System RFQ (81230076)		To attach vendor questions and responses. Bid opening remains June 28, 2023 at 1:30PM Eastern Time No other changes	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-06-22	2023-06-28 13:30	CRFQ 0803 DOT2300000149	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** ProMiles Software Development Corporation  
**Address :** PO Box 398  
**Street :** 1900 Texas Avenue  
**City :** Bridge City  
**State :** Texas **Country :** USA **Zip :** 77611  
**Principal Contact :** Dan Wells  
**Vendor Contact Phone:** 719.641.1876 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell  
 304-558-2063  
 larry.d.mcdonnell@wv.gov

**Vendor Signature X** *Michelle Ritcher* **FEIN#** 76-0570405 **DATE** 06.26.23

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

**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an Automated Hauling Permit System to be utilized by the WV Transportation Division, per the attached documentation.

**INVOICE TO****SHIP TO**

DEPT. OF TRANSPORTATION  
1900 KANAWHA BLVD E,  
BLD. 5 RM-720

DEPT. OF TRANSPORTATION  
1900 KANAWHA BLVD E,  
BLD. 5 RM-720

CHARLESTON WV  
US

CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud-based software as a service - Total Overall Cost	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81162000			

**Extended Description:**

Automated Hauling Permit System RFQ (81230076)

See attached pricing page and CRFQ documentation.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 4:00PM EST	2023-06-21

	Document Phase	Document Description	Page
DOT2300000149	Final	Automated Hauling Permit System RFQ (81230076)	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting 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 nonbinding.

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

Question Submission Deadline:

Submit Questions to:  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email:

**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, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

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

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:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

Bid Opening Date and Time:

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

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

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

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

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

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

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

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

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

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

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

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

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

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

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

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

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

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

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

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

**23. 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 WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **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.

**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 \_\_\_\_\_ . 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 \_\_\_\_\_ 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: \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ 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:

\_\_\_\_\_ for \_\_\_\_\_.

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.b.

**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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

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

**34. VENDOR 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.

Revised 11/1/2022

**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](mailto: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) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

(Email address) \_\_\_\_\_

**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.

\_\_\_\_\_  
(Company)

*Michelle Kilcher*

\_\_\_\_\_  
(Signature of Authorized Representative)

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

\_\_\_\_\_  
(Phone Number) (Fax Number)

\_\_\_\_\_  
(Email Address)

REQUEST FOR QUOTATION  
Automated Routing OS/OW Permit System (81230076)  
CRFQ DOT23\*149

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation to establish an open-end contract for an Automated Hauling Permit System (AHPS).

**Overview**

Ensuring safety of the traveling public, protecting taxpayer funded infrastructure in roads and bridges, and enabling efficient travel of oversize (OS) and overweight (OW) traffic throughout WV are critical responsibilities of the WVDOT. Currently, WVDOT utilizes an automated OS/OW permitting system provided and hosted by Bentley Systems, Inc which provides real-time live load analysis of most bridge structures through use of existing Bentley LAHPS dataset/model information. In addition, the system manages route restrictions and provides a web-based user interface (UI).

Recently WVDOT has undergone a production load rating system change, with all routine bridge load rating performed with AASHTOWare Bridge Rating (BrR). For this reason, WVDOT seeks an automated permitting solution that will provide all necessary requirements outlined in this RFQ while directly interfacing with BrR for real-time live load analysis of WVDOT bridges.

The overall purpose of this RFQ is to solicit bids for the development and maintenance of a new automated OS/OW hauling permit system (AHPS) that directly interfaces with BrR's Load Rating Tool (LRT) and is able to utilize data from WVDOT's current bridge inspection database (currently this is Bentley Asset Reliability Inspections). In addition, the AHPS will also need to meet the following agency requirements:

- 1.1** Must integrate fully with the West Virginia State Treasurer's Office (STO) E-Government payment system to capture all payments.
- 1.2** Must provide a user-friendly, quick, and easy permit application for hauling permit applicants.
- 1.3** Must provide thorough and complete route analysis of all routes within WVDOT network, including Interstate, US, WV, and county routes.
- 1.4** Must provide an automated process that maintains WVDOT's current level of auto-issuance of OS/OW permits (80-85%).
- 1.5** Must provide real-time data exchanges, as appropriate.
- 1.6** Must provide a secured solution with ample oversight of all HPS operations.
- 1.7** Must provide the ability to modify or adapt AHPS as needed, based on business changes that result from WVDOT initiatives, future legislation and or FHWA mandates and other internal or external sources as requested by WVDOT.

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**2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

**2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**3.1** Vendor must provide, upon request, showing their experience with having successfully completed a minimum of two (2) implementations of an existing Automated Hauling Permit System (AHPS) within an organization of similar size and complexity or larger than WVDOT.

**3.2** Vendor must provide, upon request, showing a minimum of three (3) years of experience providing the proposed AHPS to be eligible for award.

**3.3** Vendor must provide, upon request, Vendors Project Manager specifically assigned to manage the resulting contract(s) must have managed at least three (3) software implementation projects of similar scope and complexity within the last ten (10) years.

**3.4** Vendor must provide, upon request, Vendors Project Manager specifically assigned to manage the resulting contract(s) has managed at least one (1) implementation project that involved the proposed software major version (e.g. 5.XX) within the last five (5) years.

**3.5** Vendor must provide, upon request, a list of key management, customer service and other roles to be used in the fulfillment of the contract(s) (in addition to the Project Manager). Role descriptions, including requisite qualifications and experience of the specific employee assigned to each role, must also be included if requested.

**4. GENERAL REQUIREMENTS:**

**4.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing

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basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**4.1.1 Automated Hauling Permit System (AHPS) : Core System Requirements**

- 4.1.1.1 AHPS must be a web-based hosted solution.
- 4.1.1.2 AHPS must support (be tested on and certified on) the following Web Browsers, at minimum: Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari.
- 4.1.1.3 AHPS must issue a credential or permit within five (5) minutes for auto-generated permits or credentials or five (5) minutes after the last manual approval.
- 4.1.1.4 Vendor must be responsible for all equipment, labor, and services necessary to set-up and maintain the internet connectivity to support access to the system at the vendor hosting location.
- 4.1.1.5 Vendor must administer the system databases and services on servers located at the vendor's facility and maintain the system database for continuity and data integrity.
- 4.1.1.6 AHPS must be available twenty-four (24) hours a day, 7 days a week except for during agreed-upon scheduled maintenance.
- 4.1.1.7 Vendor must operate on a network offering adequate performance to meet the business requirements for the system and enhance or upgrade as required to maintain performance.
- 4.1.1.8 AHPS must be able to respond to needs for additional capacity without performance degradation as the State's needs scale.
- 4.1.1.9 AHPS data must be available in a non-proprietary standard, such as ASCII data files (e.g., comma separated values).
- 4.1.1.10 AHPS data must not be subject to any copyright, patent, trademark or other trade secret regulation.
- 4.1.1.11 AHPS must have direct integration with WVDOT owned Bridge BrR and route GIS databases provided through an ESRI endpoint.
- 4.1.1.12 AHPS must allow for a configurable workflow for various levels of WVDOT users (eg:) administrators, central office permit technician, district office review
- 4.1.1.13 AHPS must provides automated issuance of OS/OW permits based on real-time route analysis coupled with

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real-time bridge live load analysis interfaced through AASHTOWare BrR's LRT.

- 4.1.1.14** AHPS must have a comprehensive database that allows reporting and querying functionality for a myriad of data reports and performance measures.
- 4.1.1.15** AHPS must have web-based mapping, created by the vendor based on WVDOT GIS/LRS information.
- 4.1.1.16** AHPS must have GIS database support for routing.
- 4.1.1.17** AHPS must have intelligent route routing and analysis, including self-routing, which incorporates current route and bridge restrictions and real-time bridge analysis from AASHTOWare BrR's LRT.
- 4.1.1.18** AHPS must have security management.
- 4.1.1.19** AHPS must have vertical and horizontal clearance management for inventoried structures by interfacing with WVDOT bridge inspection database to gather known clearances.
- 4.1.1.20** AHPS must allow restriction management through provided route/bridge clearance inventory data as well as temporary restrictions as added by WVDOT personnel as needed.
- 4.1.1.21** AHPS must have the ability to interface bridge load rating data that is outside of AASHTOWare BrR's database, including ratings by capacity table and spreadsheets.
- 4.1.1.22** AHPS must authenticate, authorize, create and update users against the state Microsoft Active Directory Domain.
- 4.1.1.23** AHPS must be built and secured utilizing an industry acceptable security architecture to meet guidelines set forth by: CIS Center Internet Security (CIS), National Institute of Standards and Technology (NIST) or National Security Agency (NSA).
- 4.1.1.24** AHPS must have security measures to ensure that the WVDOT's System application and data is protected.
- 4.1.1.25** Vendor must integrate all payments to be captured and processed to the West Virginia State Treasure's Office E-Government system for all permit fee payment options for customers, including credit/debit card and EFT/ACH.
- 4.1.1.26** AHPS must have finance and accounting management and reporting.
- 4.1.1.27** AHPS must include but not limited to incorporate bridge load rating data that is outside of BrR's database, including ratings by capacity table, or by spreadsheet.

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- 4.1.1.28 Post Go Live, the vendor must use a change management process, that includes coordination with a designated WVDOT contact (to be identified by WVDOT during the implementation of the System), for notification and tracking of change requests as well as critical outages.
- 4.1.1.29 AHPS must maintain all data accurately; data loss must be avoided.
- 4.1.1.30 Vendor must provide a Business Continuity Procedure Plan and Disaster Recovery Plan before WVDOT Go Live. These plans must be approved by WVDOT.

**4.1.2 Automated Hauling Permit System (AHPS) Data and Security Requirements**

- 4.1.2.1 AHPS should conform with State of West Virginia Office of Technology Cloud SaaS Addendum.
- 4.1.2.2 AHPS must allow for SSO (Single Sign-On) from WVDOT network to AHPS for users.
- 4.1.2.3 AHPS must encrypt browser session data between the server and client (e.g. in transit) using at a minimum Transport Layer Security (TLS) 1.2 encryption.
- 4.1.2.4 AHPS must support 256-bit encryption and TLS 1.2.
- 4.1.2.5 Vendor must have a web server, and it must be separate from the database server, physically or logically.
- 4.1.2.6 AHPS must encrypt Personally Identifiable Information (PII) during transmission, use, and storage.
- 4.1.2.7 AHPS must allow WVDOT Administrator Users to create, modify, disable, and reactivate user access and security rights for others.
- 4.1.2.8 AHPS must allow for multiple levels of user permissions as well as custom permissions. (eg: A role for “Administrative Uses” that would allow them to run specific reports but not allow non-Administrative users to run the reports).
- 4.1.2.9 AHPS must log unauthorized access attempts by date, time, user id, device and location. The log would be available to WVDOT Staff upon request within twenty-four (24) hours.
- 4.1.2.10 Vendor must provide backup and restorative services; offline storage must be encrypted. The encrypted backup must meet Federal Information Processing Standard (FIPS) “FIPS 140-2” or the National Institute of Standard

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and Technology (NIST) Advanced Encryption Standard (AES) “AES-256)

- 4.1.2.11 Vendor must store credentials in a one-way salted hash if state-owned Microsoft Active Directory is not used.
- 4.1.2.12 Vendor must support intruder lockout after no less than three (3) and no more than ten (10) incorrect login attempts.
- 4.1.2.13 Vendor must have a back-up data center geographically separated from primary data center by at least three hundred (300) miles.
- 4.1.2.14 Vendor data centers must have power backup.
- 4.1.2.15 Vendor must have data backup and restore procedures.
- 4.1.2.16 Vendors Data Center and must be restricted to authorized personnel with controls such as biometric or proximity badge solutions (either or both). Vendor policies for granting access must be in place and followed. Access must only be granted to those with a need to perform tasks in the Data Center.
- 4.1.2.17 AHPS must be tested for input validation that ensures it is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
- 4.1.2.18 AHPS must be tested for the intrusion detection and must support the detection of illegal entrance into a computer system.
- 4.1.2.19 AHPS must have application software security in its baseline product and must not utilize operating system or database security only.
- 4.1.2.20 AHPS must secure and authorize access to the underlying data and databases of the application.
- 4.1.2.21 AHPS must have automated systems in place to ensure malware is detected and prevented.
- 4.1.2.22 Vendor must ensure that information exchanged between devices via the System must be secured and encrypted.
- 4.1.2.23 Vendor must monitor system and security logs generated by the System. The logs must be monitored by an automated system 24/7, all days of the year. WVDOT must be alerted within one (1) hour of a security alert.
- 4.1.2.24 Vendor must provide security audit reports upon request, if available.
- 4.1.2.25 AHPS must support capturing username, user ID, timestamp, success/failure of the transaction, originating PC identifier, and transaction description as part of the security log attributes.

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- 4.1.2.26 Vendors hosting facility must provide physical security controls over ingress and egress.
- 4.1.2.27 Vendor must perform security testing as part of the development process.
- 4.1.2.28 Vendor must maintain a single point of contact for the duration of all security issues.
- 4.1.2.29 Vendor must conduct a security of review of the system prior to WVDOT Go-Live. The Vendor review must uncover vulnerabilities and, if any are found, identify them to the Contractor for corrective action prior to launch.
- 4.1.2.30 Prior to going live, the Vendor must provide WVDOT with validation of independent 3rd party security reviews performed on the application and system environment.
- 4.1.2.31 Vendor must ensure the System has been tested and hardened to prevent security flaws.
- 4.1.2.32 AHPS subsequent application enhancements or upgrades must not remove or degrade security requirements.
- 4.1.2.33 Vendor must provide ongoing security testing, at minimum, on an annual basis. Tests must focus on the technical, administrative and physical security controls that have been designed into the system architecture to provide the necessary confidentiality, integrity and availability and verified by a mutually agreed upon independent third party or WVDOT.
- 4.1.2.34 Vendor must return to WVDOT all data held by Vendor in its performance of the Contract, in a format and in a manner as designated by WVDOT; and must certify that any and all copies of data, including back up and disaster recovery, will be destroyed upon WVDOT request.
- 4.1.2.35 Vendor must maintain a secure hosted system and provide all necessary hardware, software, and internet bandwidth to manage the system and support users with permission based logins.
- 4.1.2.36 AHPS must allow users to access the system via web-based internet browser. No system browser plug-ins or client software will be permitted.
- 4.1.2.37 Vendors web-based system must be compatible and in conformance with HTML5, CS 2.1, XML 1.2 W3C standards.
- 4.1.2.38 AHPS must encrypt browser session data between the server and client (e.g. in transit) using TLS encryption.

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- 4.1.2.39 AHPS must authenticate all customers and Authorized Users to prevent access to inappropriate or confidential data or services.
- 4.1.2.40 AHPS must not store authentication credentials or sensitive data in its code.
- 4.1.2.41 AHPS must prevent the display of any user's password in readable form.
- 4.1.2.42 AHPS must force customers who have not logged into the system for a configurable amount of time (initially set to 365 days) to do a password recovery.
- 4.1.2.43 AHPS must be tested for the intrusion detection and must support the detection of illegal entrance into a computer system.
- 4.1.2.44 Vendor must provide WVDOT with a secure FTP site (sFTP) to be used by WVDOT for uploading and downloading files prior to Go-Live.
- 4.1.2.45 AHPS must validate each command from an Authorized User for the proper privileges.
- 4.1.2.46 AHPS must log all attempted accesses that fail authentication.
- 4.1.2.47 AHPS must log all successful and unsuccessful login attempts including at a minimum username and validation result (whether a success or failure), and record when user exits the system.
- 4.1.2.48 Vendor must provide System Performance Reports Weekly and monthly performance metric reports Monthly Accuracy report, Issuance report (emails bounce back), processing time reports, system availability (planned and unplanned outages), bug report, and release reports to WVDOT.
- 4.1.2.49 AHPS must timeout (e.g. require logging in again) after a specified length of inactive time in the System. The system must allow WVDOT the ability to vary the length of time before the system times out based on factors such as the User's Permissions and the tasks being performed.

**4.1.3 Automated Hauling Permit System (AHPS) Administrator and UI Requirements**

- 4.1.3.1 Vendor must provide a UI for WVDOT to submit and monitor system problem tickets with the Vendor.
- 4.1.3.2 AHPS UI must respond to all user interactions within three (3) seconds at a minimum

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- 4.1.3.3** AHPS must allow Administrative Users the ability to add or remove a user from one (1) or more privilege groups or System while maintaining historical information.
- 4.1.3.4** AHPS must allow an Administrative User to add or remove AHPS privileges to other AHPS users, while maintaining historical information of privileges associated with AHPS users.
- 4.1.3.5** AHPS must allow Administrative Users the ability to add, activate, and disable user accounts.
- 4.1.3.6** AHPS must allow Administrative Users the ability to assign multiple roles to the same user.
- 4.1.3.7** AHPS must allow Administrative Users the ability to maintain roles and the associated functions.
- 4.1.3.8** Vendor must coordinate with WVDOT as requested to configure System user groups and privileges at no additional cost.
- 4.1.3.9** Vendor must allow ad hoc registration applications to mimic existing or updated registration applications; AHPS must have version control and document history management capabilities.
- 4.1.3.10** AHPS must log all activities to a central server for audit trail purposes.
- 4.1.3.11** AHPS must log all activities to a central server to validate all application transactions.
- 4.1.3.12** AHPS must log edits to system records for user accounts and restrictions. The log must include, but is not limited to, recording User Identification (ID) and performed action.
- 4.1.3.13** AHPS log entries must include the username if the log entry is a result of a user action.
- 4.1.3.14** All logs must be kept for a minimum of 30 months (2.5 years) or as defined/requested by WVDOT Record Retention Policy.
- 4.1.3.15** Vendor must provide annual certification to Administrative Users to validate that the automated system backup and restore procedures are functioning and tested.
- 4.1.3.16** Vendor must provide Role & Privilege Management that supports the granting of abilities to External and Authorized Users or groups of External and Authorized Users of a computer, application or network.
- 4.1.3.17** Vendor must offer one (1) rules repository within the System where WVDOT business rules will be defined,

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updated and maintained. Once defined, the business rules can be deployed at single, multiple or all locations, if requested or needed by WVDOT.

**4.1.3.18** AHPS must use WVDOT configurable rules to ensure data integrity and standardization within any input fields. (e.g., the letter 'A' cannot be entered as part of an Employer Identification Number (EIN), vehicle make codes must adhere to WVDOT abbreviations)

**4.1.3.19** AHPS must provide an integrated help utility that provides guidance for Authorized Users in performing transactions.

**4.1.4 Automated Hauling Permit System (AHPS) Plan Requirements**

**4.1.4.1** Vendor must provide a project plan and timeline after contract award. The Preliminary Project Plan must include, at minimum: continuously-updated resource-loaded Schedule (all Project resources, Contractor and WVDOT included), Communication Plan, Training Plan, Support Plan, Architecture Plan, Release Plan, Issue and Risk Management Plan, Resource Plan, Information Management Plan, Quality Assurance Plan, system implementation, testing (including criteria), and Go Live. The Go Live date should be within twelve (12) month of contract award or another date if mutually agreed to by WVDOT and the Vendor.

**4.1.4.2** Vendor must develop a Transition Plan acceptable to WVDOT that complies with the requirements of this RFQ. The objectives of the Transition Plan are to minimize disruption of services provided to WVDOT and to provide for an orderly and controlled transition of the Vendor responsibilities to a successor at the conclusion of the contract period or for any other reason the Contractor cannot complete the responsibilities of the contract. A draft Transition Plan must be submitted to WVDOT for review within one-hundred eighty (180) calendar days after execution of the Contract. The Transition Plan must be submitted, with any necessary revisions, to WVDOT for a final review.

**4.1.5 Automated Hauling Permit System (AHPS) Support Requirements**

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- 4.1.5.1** Vendor must provide technical support to Authorized Users to solve problems related to products and services provided. This support includes, but is not limited to:
  - 4.1.5.1.1** Deployment Support – Vendor must support for the AHPS application deployment and related infrastructure processes including the creation of the deployment plan. This includes on- site support as needed.
  - 4.1.5.1.2** Post Implementation (Production (GO Live) Support) – Vendor must provide post implementation support for each major phase of the project.
- 4.1.5.2** Vendor must offer phone, email and website support options 24 hours, seven (7) days a week, 365 days a year with a two (2) hour response time.
- 4.1.5.3** Vendors yearly maintenance must include system hosting, any required software and security updates, development which may be required to implement administrative and legislative action (e.g. new permit types), and at least two-hundred (200) hours of development time for other upgrades requested by the state agency per year.
- 4.1.5.4** AHPS must archive and index permit information.
- 4.1.5.5** AHPS must keep any sensitive Data or communications private from unauthorized individuals and programs.
- 4.1.5.6** AHPS must, in addition to production environments, support one (1) or more non-production environment(s) that WVDOT can use for testing and training.
- 4.1.5.7** AHPS non-production environments must match the production environment to ensure product patches and tests performed successfully in the non-production environments work in the production environment.
- 4.1.5.8** AHPS must allow an Administrative User to determine which users are currently logged into the system.
- 4.1.5.9** AHPS must include an archival system for data and data images throughout the life of the contract.

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- 4.1.5.10 AHPS must be configurable to enable the System Administrator to modify parameters to define the historical data retention duration.
- 4.1.5.11 AHPS must archive restriction data.
- 4.1.5.12 AHPS must provide the ability to archive permit information at a minimum of five (5) years. The archive permit information must be available to create future permits.
- 4.1.5.13 Other than updates of the browser software, AHPS must not require client side installations to enable functionality and fixes that are implemented from server side installs and updates.
- 4.1.5.14 At the WVDOT's discretion, authorized third parties may be given limited access to AHPS.
- 4.1.5.15 Vendor must work with WVDOT to configure AHPS map restriction symbols that are non-ambiguous and meet WVDOT's approval.
- 4.1.5.16 When an Administrative User overrides a transaction of an Authorized User or Customer AHPS must send a notification to the overridden user. This notification must include information about who and why the override was initiated.
- 4.1.5.17 AHPS must provide the capability for Authorized Users to access and report on data stored in the system including, but not limited to, the following: User Accounts and Authorizations, User Actions related to Restrictions, User Authentications, Restriction details, Restriction notifications (incoming and outgoing), Permit Applications, Permits Issues, Permits Denied, Permits Amended, Cancelled Permits, and Suspended Permits.

**4.1.6 Automated Hauling Permit System (AHPS) Customization Requirements**

- 4.1.6.1 Vendor must customize AHPS system to meet WVDOT's requirements listed in this RFQ or requested later by WVDOT.
  - 4.1.6.1.1 System Customizations requested after contract award will be requested to the Vendor from WVDOT and mutually agreed upon in an hourly rate SOW.

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4.1.6.2 AHPS must visually notify the permit office staff of all failures (weight, clearance, temporary restrictions), and notify the permit office staff of the WVDOT districts in which the failures occur. At that point the system should have the ability to send those permits to those districts for review allowing the district to approve, approve with conditions, or deny. There should also be a text box for the districts to make comments.

**4.1.7 Automated Hauling Permit Routing Systems (AHPS) : Business Operation Requirements**

4.1.7.1 AHPS must interoperate with WVDOT GIS, LRS, and any other data necessary to assist in dynamic routing of permitted vehicles/loads.

4.1.7.2 AHPS must interoperate WVDOT AASHTOWare BrR; AHPS will be required to utilize AASHTOWare BrR data to assist in dynamic routing and analysis of permitted vehicles/loads.

4.1.7.3 AHPS must have and use a rules engine, comprised of one (1) or more business rules, for permit applications and fee calculations.

4.1.7.4 AHPS must use the Rules Engine to determine if a mandatory combination of AHPS calculations, data entry, interface, answer/response, approvals or document storage has been met.

4.1.7.5 AHPS Rules Engine must calculate the fees, credits, refunds and taxes for each transaction type, vehicle type and road usage

4.1.7.6 AHPS must host the HPS including all software and hardware.

4.1.7.7 AHPS must enforce that data entry fields must only be used for what they are intended (e.g. date field only accepts date format, address field must contain addresses)

4.1.7.8 AHPS must be designed to prevent redundant data entry by HPS Authorized Users throughout the UI.

4.1.7.9 AHPS must provide the capability to suspend Customers for confirmed reasons including, but not limited to: Non-payment, Fraud and Violations.

4.1.7.10 AHPS must support the grouped data sets as layers on the base map. At a minimum, the following grouped data sets must be configured by the Contractor in cooperation with

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WVDOT: Accidents, Bridge Out, Closure, Counties, District, District Offices, Flooding, Incidents, Open, Parades, Pavement Markings, Reduced to One Lane, Restriction, Road Work, Seasonal Road Closures, Special Restrictions. The AHPS must also have the ability to turn layers on and off based on user type.

- 4.1.7.11 AHPS must use a Rules Engine.
- 4.1.7.12 AHPS must provide the capability for an Administrative User to define custom business rules for a permit application.
- 4.1.7.13 AHPS must have business rule revisions by an Administrative User must have an approval loop, with the ability for one (1) or more additional Administrative Users to review and approve the revision, prior to implementation.
- 4.1.7.14 AHPS must provide the capability to auto-select business rules on a permit application based on pre-defined logic.
- 4.1.7.15 AHPS must provide the capability for an Administrative User to override auto-selected business rules on a permit application.
- 4.1.7.16 Vendor must provide the capability to create a viewable extract of all existing business rules.
- 4.1.7.17 AHPS must retain the location where the fee is collected on each transaction.
- 4.1.7.18 AHPS must provide the ability for Customers to initiate, conduct and pay for permits at different WVDOT locations that provides the service requested. (e.g., A permit initiated at WVDOT central office can be paid at same location).
- 4.1.7.19 AHPS must allow for any data elements, as defined and configured by WVDOT, to print on Permits or communications. (e.g., bar codes, unique user identifier, standardized headers and footers)
- 4.1.7.20 AHPS must provide the ability to input notes in a text field, with a minimum character count of five thousand (5,000) and associate it with the transaction or customer record.
- 4.1.7.21 AHPS allow an address to be marked as undeliverable and record the date the indicator was applied.
- 4.1.7.22 AHPS must allow Authorized Users to create new records. When duplicates exist, the AHPS must provide an alert and allow Authorized Users to perform overrides.

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- 4.1.7.23** AHPS must perform real-time live load bridge analysis for oversize and overweight vehicles for every bridge on every route, less exceptions included in these requirements.
  - 4.1.7.23.1** AHPS must have the ability for authorized users to tag/toggle bridges in the list from AssetWise as bridges that do not require deep analysis (eg: deep buried culverts with no live load effect)
  - 4.1.7.23.2** AHPS must report any bridges that should have a file for analysis that currently do not.
  - 4.1.7.23.3** AHPS must kick back for technical review to WVDOT if automation finds any file that are missing.
- 4.1.7.24** AHPS must perform real-time live load bridge analysis utilizing the American Association of State Highway and Transportation Officials (AASHTOWare) Bridge Rating (BrR) system: AASHTOWare Rating Tool and WVDOT's BrR Database.
- 4.1.7.25** AHPS must utilize BrR's Load Rating Tool (LRT) for fast processing of the majority of WVDOT's bridge inventory.
- 4.1.7.26** Bridges not currently included in the LRT but with a complete BrR model in the database, allow some level of prescreening for approval with a developed capacity table or other WVDOT approved method.
- 4.1.7.27** AHPS must provide means and methods to operate the required version of BrR on the contractor's hardware and servers, disconnected from WVDOT. The version will match WVDOT's production version of the software. The contractor will provide a means and method to accept BrR database backup files at a frequency of WVDOT choice (daily, weekly, monthly, or quarterly). Vendor must have the ability to determine, through automation, if the database file that was provided has new or changed information, and if so, be able to automatically pull that into the HPS for production use without manual intervention.
- 4.1.7.28** AHPS must interact with the BrR software with the following:
  - 4.1.7.28.1** AHPS must send Customer entered axle weights, spacing, and bridges on the Customer entered route to be analyzed by the BrR system.

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**4.1.7.28.2** AHPS must receive bridge analysis from BrR and use them to determine the next step.

**4.1.7.28.3** AHPS must interact with BrR on various bridge rating levels and scenarios.

**4.1.7.28.3.1** AHPS must provide low impact and no impact ratings for review.

**4.1.7.28.3.2** AHPS must provide one lane loading scenarios for review.

**4.1.7.29** AHPS must apply travel restrictions (speed and specified lane) and resend axle weights, spacing and bridges.

**4.1.7.30** AHPS must allow for a feedback loop with the BrR software until a permit can be issued with or without restrictions, denied, or sent for a manual analysis.

**4.1.7.31** AHPS must be capable of routing (through workflow) a permit request to the WVDOT Operations Division – Bridge Permit Section (OM-BPS) team for manual bridge analysis. This permit request must include a list of all bridges crossed and the results of the automatic analysis.

**4.1.8 Automated Hauling Permit Routing Systems (AHPS) : WVDOT Bridge Analysis Requirements**

**4.1.8.1** AHPS must populate results of bridge analyses into the transaction record of the permit.

**4.1.8.2** AHPS must utilize the results of bridge analysis to determine the validity of a prospective route. If the bridge analysis fails, the AHPS must perform the following actions with the Customer:

**4.1.8.2.1** Alert Customer of the failed bridge analysis, but the customer should only get a message saying there are one or more failures while showing the location on the map. The customer should not be given any load rating information.

**4.1.8.2.2** Allow Customer to select a different route.

**4.1.8.2.3** Allow Customer to cancel the permit application.

**4.1.8.2.4** Allow Customer to place the request in a held/pending state.

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**4.1.8.3** AHPS reporting and querying capabilities as defined in Appendix B

**4.1.8.3.1** AHPS must be capable of creating reports showing all permits on roads or bridges over any time frame.

**4.1.8.3.2** AHPS must have the ability to query permits on selected routes in various states of approval (pending, approved, and denied.).

**4.1.8.3.3** AHPS must have the fully functional ability to query based on various permit parameters on various routes (e.g. show the permits that have been requested, approved, and denied crossing a certain route with a certain dimension parameter set, and certain weight parameter.).

**4.1.9 Automated Hauling Permit Routing Systems (AHPS) : LRS Analysis Requirements**

**4.1.9.1** AHPS must have a Geographical Information System (GIS) web-based mapping system. WVDOT currently uses ESRI GIS and LRS software, including ArcGIS Desktop, ArcGIS Server, ArcGIS Online and Roads & Highways LRS, using MS SQL Server database.

**4.1.9.2** AHPS must utilize WVDOT's GIS highway, bridge, ramp, and interchange names. The AHPS must use an WVDOT defined source for all road nomenclature and will include a web API.

**4.1.9.3** AHPS must have the ability to use WVDOT's GIS length, width, height, and weight limitations on roadways, ramps, interchanges, and structures to analyze routes and identify permanent restrictions on a route based on length, width, height, and weight. Information is derived from the transportation asset management system (TAMS), LRS, the bridge database or other electronic formats.

**4.1.9.4** AHPS must process WVDOT GIS data to create a mapping solution with a geo-coded database for use within the AHPS.

**4.1.10 Automated Hauling Permit Routing Systems (AHPS) : Customer Requirements**

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- 4.1.10.1** AHPS must have the ability to issue permits to Customers.
- 4.1.10.2** AHPS must provide step-by-step driving instructions and map(s) to Customer.
- 4.1.10.3** AHPS must support all axle configurations including, but not limited to, trunnion trailers or trailers with a trunnion axle configuration when applying for a permit.
- 4.1.10.4** AHPS should provide a Customer the ability to bookmark map views.
- 4.1.10.5** AHPS should provide the ability to "jump" to a bookmarked or stored map view.
- 4.1.10.6** AHPS should provide Customers to save a minimum of ten (10) bookmark map views to their user profile.
- 4.1.10.7** AHPS should support workflow that allows a Motor Carrier to view, approve or be notified of pending permit payment requests from the trucker operators employed by that Motor Carrier.
- 4.1.10.8** AHPS must support handheld device access to the AHPS.
- 4.1.10.9** AHPS must provide the ability to enter and submit a new permit application via a handheld device.
- 4.1.10.10** AHPS must support a secure connection from handheld devices including at a minimum, but not limited to, Apple iOS, Android, MS Windows Mobile, and new/future mobile operating systems.
- 4.1.10.11** AHPS must provide the ability to view/display an approved permit on a handheld device.
- 4.1.10.12** AHPS must provide the ability to sign/attest the permit electronically by the vehicle driver on a handheld device.
- 4.1.10.13** AHPS must provide the capability to create a new permit application.
- 4.1.10.14** AHPS must provide the ability to create a new permit application by type including but not limited to: single trip oversize/overweight, single trip mobile home, annual oversize/overweight, annual mobile home, annual seagoing, and annual timber permits.
- 4.1.10.15** AHPS must provide the ability to select a Motor Carrier address from a list of addresses when the Motor Carrier has more than one.

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- 4.1.10.16** AHPS must provide the ability for a Customer to enter permit application information including but not limited to: anticipated move date, willingness to accept alternate route, maximum acceptable additional miles, permit delivery method (e.g., fax, email), fax number, and email address.
- 4.1.10.17** AHPS must provide the ability to request multiple permits with identical loads, route, and equipment from a single permit application, including round trip permits.
- 4.1.10.18** AHPS must provide the ability to enter emergency move information including but not limited to: Emergency type, emergency description, date of move, agency or utility contact name, agency or utility contact telephone number, location of emergency, and justification for the emergency move.
- 4.1.10.19** AHPS must use map symbols common to the industry.
- 4.1.10.20** AHPS map must display restriction data using icon symbols common to the industry.
- 4.1.10.21** AHPS map must display non-restriction data using icons common to the industry.
- 4.1.10.22** AHPS map symbols must be easily identifiable to any user when displayed in color and in black and white to meet ADA requirements as defined by ADA best practices:
- 4.1.10.22.1** <https://www.ada.gov/pcatoolkit/chap5toolkit.htm>
- 4.1.10.23** AHPS must support symbolization through multiple attributes, such as charts (stacked, pie, bar graphs), and quantities (graduated symbol, graduated color, or proportional symbol) as defined in Appendix B - Minimum Reports.
- 4.1.10.24** AHPS map must contain a legend that automatically updates as new icons are imported and associated with restriction types and locations, included in the user fee structure outlined above.
- 4.1.10.25** AHPS must provide the ability to build a route via a graphic map interface that includes, but is not limited to: all bridges, posted roads, temporary restrictions, individual bridge and roadway restrictions, turn restrictions, alternate routes, ramp ID, road connector information, identified detours, and emergency restrictions.
- 4.1.10.26** AHPS must provide a visual map that highlights road construction and maintenance operations, has a zoom feature, and provides dates and restrictions on rollover.

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- 4.1.10.27**AHPS must provide drivable routes on a permit.
- 4.1.10.28**AHPS must provide the capability for a Trucking Permit Service user to maintain a list of Motor Carrier accounts associated with that Trucking Permit Service, with access to any Motor Carrier permit data that is associated specifically with that Trucking Permit Service.
- 4.1.10.29**AHPS must provide the capability for an Authorized User to submit a permit application on behalf of a permit applicant.
- 4.1.10.30**AHPS must provide the ability to identify the type of permit requested on a permit application.
- 4.1.10.31**AHPS must allow the user to select the permit type based on vehicle, load, and route information.
- 4.1.10.32**AHPS must provide the ability to enter load information for a permit application including but not limited to: gross weight, total length, total width, total height, load specifics, load serial ID, , front overhang, back overhang, axle and tire widths, axle loads, tires per axle, axle spacings, distance between extreme axles (distance between the steer axle and last axle of the load).
- 4.1.10.33**AHPS must provide the ability to accept attachments; those attachments will be used by WVDOH to enter non-standard gage (NSG) configurations, preferably as needed so that a NSG temporary permit vehicle can be defined through the BrR API for NSG permit analysis.
- 4.1.10.34**AHPS must provide the capability for Customer to enter load and vehicle information (i.e. license plate numbers and issuing state for the tractor and all subsequent trailers).
- 4.1.10.35**AHPS must provide the ability to specify any parts removed or other physical differences in a load.
- 4.1.10.36**AHPS must provide the ability to save and select a load type and load dimensions as a favorite.
- 4.1.10.37**AHPS must store hauling unit types and trailing unit types as defined by Customer.
- 4.1.10.38**AHPS must provide the ability to save and select vehicle information for a permit application from a list of favorites including but not limited to: truck information, trailer information, equipment type, registration number, VIN, number of axles, USDOT number, State.

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- 4.1.10.39**AHPS must provide the ability to store and select hauling vehicle and equipment information and trailers for a permit application.
- 4.1.10.40**AHPS support multiple trailer configurations when applying for a permit.
- 4.1.10.41**AHPS must provide the ability to enter and validate axle data.
- 4.1.10.42**AHPS must provide the ability to calculate the sum of the axle weights for a permit application.
- 4.1.10.43**AHPS must provide and display an interactive axle spacing diagram.
- 4.1.10.44**AHPS must provide the ability to enter permit application data for each axle including but not limited to: axle number, distance from previous axle, axle weight, manufacturers rated axle capacity, center to center wheel spacing, number of tires on each axle, and axle and tire width. It is preferred that this be accompanied by a checkbox to indicate if the axle is non-standard gage (NSG).
- 4.1.10.45**AHPS must provide the capability for a Customer to review, print, or clone permits and applications they have previously submitted.
- 4.1.10.46**AHPS must provide the capability to clone an existing permit application.
- 4.1.10.47**AHPS must provide the ability to change the move start date to a future date on a cloned application.
- 4.1.10.48**AHPS must provide the ability to clone applications with all permit information included.
- 4.1.10.49**AHPS must provide the ability to withdraw and clone a permit application in submitted status.
- 4.1.10.50**AHPS must provide the ability to delete and withdraw an in-process permit application.
- 4.1.10.51**AHPS must provide the ability to withdraw a permit application in submitted status.
- 4.1.10.52**AHPS must provide the ability for the vehicle driver to sign/attest the permit electronically.
- 4.1.10.53**AHPS must provide the ability to populate data in subsequent fields that has had data entered into previous sections. AHPS must provide Customer the ability to auto populate data from a past approved permit and create a new permit request.

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- 4.1.10.54** AHPS must identify the impacted section of the roadway or bridge causing a denial in an automated notification.
- 4.1.10.55** AHPS must allow a Customer to resubmit a denied application for reconsideration.
- 4.1.10.56** AHPS must provide the ability to perform a route analysis on a submitted permit application.
- 4.1.10.57** AHPS must provide the ability to save an in-process permit application as a draft.
- 4.1.10.58** AHPS must prevent multiple Customers from being able to edit the same permit simultaneously.
- 4.1.10.59** AHPS must provide the capability to search existing permit applications specific to each Customer.
- 4.1.10.60** AHPS must support hyperlinks for display when selected from the map.
- 4.1.10.61** AHPS provide Customers as well as Authorized Users the ability to navigate around the map.
  - 4.1.10.61.1** AHPS map must support click, drag, and pan for map navigation.
  - 4.1.10.61.2** AHPS map must support the use of the mouse scroll wheel for zooming in and out in map view.
  - 4.1.10.61.3** AHPS map must support drawing a box for center and zoom map navigation.
  - 4.1.10.61.4** AHPS map must be updated with WVDOH provided information within 24 hours. Industry external data must be updated as available.
- 4.1.10.62** AHPS must support the use of map tool tips which allow a user to display information about a feature.
- 4.1.10.63** AHPS must provide the capability to build and display a route using a graphic map interface.
- 4.1.10.64** AHPS must provide summarized construction and maintenance information and allow the user to display details including but not limited to: date, time, road name.
- 4.1.10.65** AHPS must provide the capability to route a trip for a load manually:
  - 4.1.10.65.1** AHPS must provide local road data to support routing.

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4.1.10.65.2 AHPS must provide road names with route naming convention on the permit.

4.1.10.65.3 AHPS must provide the ability to alter routes manually.

4.1.10.65.4 AHPS must provide map point and click functions.

4.1.10.65.5 AHPS must provide Waypoints.

4.1.10.65.6 AHPS must provide the street addressee point to point.

4.1.10.66 AHPS provide the ability to perform a stand-alone route analysis for a load and route combination without applying for a permit.

4.1.10.67 AHPS must provide the ability to return an alternate route.

4.1.10.68 AHPS user map interface must operate in Real Time to capture continuously changing data feeds received by the AHPS.

4.1.10.69 AHPS map interface must enable search and "zoom to" display searched criteria, including at a minimum:

4.1.10.69.1 Mile marker, exit number, addresses, bridges, and intersections.

4.1.10.69.2 Road segments and construction projects.

4.1.10.69.3 State boundaries, counties, city/town boundaries, WVDOH Highway District boundaries.

4.1.10.70 AHPS must support a Customer initiated cancellation and refund of an issued permit so long as the move date of the load has not been started. However, the Vendor must maintain the ability to turn this option on or off at the direction of WVDOT.

4.1.10.71 AHPS must provide the capability for a Customer to submit an annual permit renewal request, as defined by WVDOT.

4.1.10.72 AHPS must provide the capability to notify a Customer that their annual permit is about to expire.

**4.1.11 Automated Hauling Permit Routing Systems (AHPS) : Permit Team General Permit System Requirements**

4.1.11.1 AHPS must provide fraud and abuse deterrent capabilities in the permit process. Provide a detailed description on how your proposed AHPS limits fraud and abuse by Customers in the permit process.

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- 4.1.11.2 AHPS must be configurable for future updates.
- 4.1.11.3 AHPS must have configurable Map Layers in accordance with WVDOT requirements and must be configurable at WVDOT direction.
- 4.1.11.4 AHPS must be capable to add, delete, and edit map icons/symbols in accordance with WVDOT requirements.
- 4.1.11.5 AHPS must prevent multiple Authorized Users from simultaneously attempting to add, delete, or modify the same record.
- 4.1.11.6 AHPS must allow the capability of uploading individual or batch files of any type to a permit application and/or record by both the customer and any authorized user.
- 4.1.11.7 AHPS must display the list of all files associated to a record regardless of media type.
- 4.1.11.8 AHPS must allow multiple Authorized Users at different locations to simultaneously view the same files.
- 4.1.11.9 AHPS must allow access to all documents within a retention period, as defined by WVDOT.
- 4.1.11.10 AHPS must allow Customers to apply for, maintain, and manage multiple WVDOT blanket/routine permits.
- 4.1.11.11 AHPS must provide notifications to Customers and Authorized Users.
- 4.1.11.12 AHPS must enforce that Customers first proceed past an entry page that can display important news and information posted by Authorized Users before allowing them to login.
- 4.1.11.13 AHPS must provide an UI for Authorized Users to manage the news and information posted to the entry page.
- 4.1.11.14 AHPS must provide a confirmation page to the user before final submission of any data changes.
- 4.1.11.15 AHPS must provide accessible help documentation and tooltips to assist users with the permit application and approval process.
- 4.1.11.16 AHPS must provide the capability to use and define email templates for all notification processes, including but not limited to: application submission, permits in-process, permit approval, permit denial, permit auto-cancel, annual expiration.
- 4.1.11.17 AHPS must include the permit number on the email notification subject line.

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- 4.1.11.18** AHPS must provide the ability to notify the Customer via email and text that a permit is denied.
- 4.1.11.19** When a permit amendment is denied, AHPS must provide the reason(s) in the notification via email and text to the Customer.
- 4.1.11.20** AHPS must provide the ability to notify the Customer via email and text of a manual review approval.
- 4.1.11.21** AHPS must provide the ability to notify the Customer via email and text of an approved or denied permit amendment.
- 4.1.11.22** AHPS must provide system search capabilities.
- 4.1.11.23** AHPS must provide the capability to search by, but not limited to: load type, Town/City, District, vehicle type, timeframe, and location.
- 4.1.11.24** AHPS must provide the ability to search by State road names/numbers for, but not limited to: administrative messages, and permit applications.
- 4.1.11.25** AHPS must provide the capability to search existing permit applications
- 4.1.11.26** AHPS must provide the ability to search and view recent applications.
- 4.1.11.27** AHPS must provide the ability to view, search, and sort all restrictions by category, including but not limited to: construction and maintenance information.
- 4.1.11.28** AHPS must provide the ability to search for a permit application by any combination of, but not limited to: Application ID, permit number, account number, application status, route origin, route destination, State routes.
- 4.1.11.29** AHPS must provide the ability to identify the sort order returned by the permit application search.
- 4.1.11.30** AHPS must provide the ability to export search results to Agency owned Microsoft Excel or Google Sheets.
- 4.1.11.31** AHPS must provide system search capabilities for permit applications.
- 4.1.11.32** AHPS must provide the ability to limit a search for permit applications by a date range for application dates, move start, move end and issue dates.
- 4.1.11.33** AHPS must provide the ability to search for a permit application by vehicle make, model, and description

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- 4.1.11.34 AHPS must provide the ability to select a permit application from the load type search results.
- 4.1.11.35 AHPS must provide the capability for Authorized Users to approve a permit application manually.
- 4.1.11.36 AHPS must display a list of reasons why a manual review is required.
- 4.1.11.37 AHPS must provide the ability to enter an approval based on the manual review of a permit application.
- 4.1.11.38 AHPS must require a manual review for a permit application including, but not limited to: comments, route restrictions, bridge analysis, and routes crossing local areas.
- 4.1.11.39 AHPS must display detailed review status for a permit under manual review.
- 4.1.11.40 AHPS must provide the ability to approve or deny a permit application when all reviews have been completed.
- 4.1.11.41 AHPS must provide the capability for an Authorized User to modify the move start and end dates on a permit application during the approval process.
- 4.1.11.42 AHPS must display changes to AHPS in Real Time for Issued permits, user accounts, total permits in queue, permits in queue by review location, pending permits, approved permits, and denied permits.
- 4.1.11.43 AHPS UI must be web-based interface with MS Windows functions.
- 4.1.11.44 AHPS must provide spell check, text wrapping, text copy, cut, and paste capabilities.
- 4.1.11.45 AHPS UI for minimizing and maximizing the browser window must be fully functional.
- 4.1.11.46 AHPS UI must support various monitor sizes, scaling window sizes, and includes scroll bars for window view positioning when necessary
- 4.1.11.47 AHPS UI must support drag and drop functionality.
- 4.1.11.48 AHPS UI must support the browser back and forward buttons.
- 4.1.11.49 AHPS UI must support multiple browser tab usage.
- 4.1.11.50 AHPS must provide the same functionality to an Authorized User according to the Authorized User's system

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permissions, regardless of the device from which the Permit User and Authorized User accesses AHPS.

- 4.1.11.51** AHPS must have on-screen help for map and all HPS features.
- 4.1.11.52** AHPS help must provide, at minimum, a description of each link or form element.
- 4.1.11.53** AHPS help window will be context sensitive to the specific screens being viewed when the help option is selected.
- 4.1.11.54** At a minimum, AHPS must support the following, but not limited to, keystroke commands:
  - 4.1.11.54.1**ctrl + c = copy;
  - 4.1.11.54.2**ctrl + f = find;
  - 4.1.11.54.3**ctrl + x = cut;
  - 4.1.11.54.4**ctrl + v = paste;
  - 4.1.11.54.5**ctrl + p = print;
  - 4.1.11.54.6**ctrl + z = undo;
  - 4.1.11.54.7**ctrl + y = redo
  - 4.1.11.54.8**tab = next link or form element.
- 4.1.11.55** Vendor cannot charge a service fee without approval from WVDOT. The service fee is a fee that is charged in addition to a basic fee charged by WVDOT for the permit.
- 4.1.11.56** AHPS must provide the ability to calculate the fees associated with a permit as directed by WVDOT
- 4.1.11.57** AHPS must provide the ability to track permit fees charged to a Customer's account.
- 4.1.11.58** AHPS must provide the capability for a Customer with an account in good standing to submit a permit application.
- 4.1.11.59** AHPS must provide the ability to validate that the account is active and unsuspended prior to submitting permit application.
- 4.1.11.60** AHPS must indicate to the Customer the cause that the account is suspended (e.g. Customer not current with account, Customer truck, trailer and not in compliance with safety regulations)
- 4.1.11.61** AHPS must create, manage, and provide a viewing interface for Authorized User Notes Section that support the permitting process that is not viewable by the Customer. The

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Authorized User Notes Section must allow a minimum of 1500 characters

- 4.1.11.62 AHPS must provide a link to view messages related to denials.
- 4.1.11.63 AHPS must provide the capability to display messages upon user login or receipt.
- 4.1.11.64 AHPS must provide the ability to notify Motor Carriers of message edits and deletions.
- 4.1.11.65 AHPS must provide the ability to create and search messages.
- 4.1.11.66 AHPS must display construction and maintenance activities in messages.
- 4.1.11.67 AHPS must provide the ability to issue permits for all roads and bridges within WVDOT jurisdiction.
- 4.1.11.68 AHPS must support the use of a collection of features that have properties or characteristics known as layers.
- 4.1.11.69 AHPS map must contain a legend that automatically updates as new icons are imported and associated with restriction types and locations.
- 4.1.11.70 AHPS map must present layers based on data that can be individually enabled or disabled by a Customer or an Authorized User.
- 4.1.11.71 AHPS must be configurable to auto-cancel permit applications that have passed their move date or were not accepted within a defined time frame.
- 4.1.11.72 AHPS must include the capability to provide distribution lists for multiple types of communication including, but not limited to; email, SMS, and hard copy mailings. A distribution list will be used to send communications to multiple Customers based on type of permit issued.
- 4.1.11.73 AHPS must provide distribution lists, as defined by the type of permit obtained by the Customer, and generate configurable email messages.
- 4.1.11.74 AHPS must auto generate email messages and be configurable to provide Authorized Users with an opportunity to edit and send messages.

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- 4.1.11.75** AHPS must auto-populate the email message subject line and clearly identify if the message is the initial notification or a status update notification message.
- 4.1.11.76** AHPS must provide the Authorized User with an opportunity to edit (with spell check) the message prior to sending it.
- 4.1.11.77** AHPS must provide notifications to the sender for system email that failed to be delivered.
- 4.1.11.78** The Authorized User must have the capability of sending auto-populated SMS messages to pre-defined distribution lists and individual contacts as defined by type of permit.
- 4.1.11.79** AHPS must auto-populate SMS message body with restriction details to include at a minimum: restriction type, restriction severity, roadway name, roadway direction, mile marker, exit or cross street, lane closures, and alternate route information.
- 4.1.11.80** AHPS must identify in the SMS message if this is an initial notification or a status update notification.
- 4.1.11.81** AHPS must permit an Authorized User to edit (with spell check capability) the auto-populated email, SMS, messages prior to sending.
- 4.1.11.82** The Authorized User must have the capability of sending address information for pre-defined distribution lists and individual contacts as defined by type of permit into a file for the purposes of a mail merge.
- 4.1.11.83** AHPS must auto-populate the file including at a minimum the Customers name, address, customer number.
- 4.1.11.84** AHPS must allow an Authorized User to create and edit individual contacts and distribution lists maintained within AHPS.
- 4.1.11.85** AHPS must provide the ability to manage workflow.
- 4.1.11.86** AHPS must provide the ability to manage workflow to include, but not be limited to: assign a permit application for manual review; assign a permit application for review by multiple WVDOT entities (Central Office Operations Division, District offices.); select a permit for manual review; update a permit application based on manual review; manually approve a permit application; and manually deny a permit application.

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- 4.1.11.87** AHPS must identify permit applications that require a manual review and assign them simultaneously to affected WVDOT entities (Central Office Operations Division, District offices)
- 4.1.11.88** AHPS must provide a method for including comments on the work item that can be directed to the WVDOT entities (Central Office Operations Division, District offices). responsible for acting on the work item.
- 4.1.11.89** AHPS must prevent a required District re-review if unaffected by another District's change.
- 4.1.11.90** AHPS must remove withdrawn applications from the workflow queue.
- 4.1.11.91** AHPS must apply all required business rules before sending approval or denial status notifications to the Customer.
- 4.1.11.92** AHPS must provide notification to the appropriate WVDOT staff of a withdrawn application currently under manual review.
- 4.1.11.93** AHPS must allow an Authorized User to review and process another WVDOT entity queue.
- 4.1.11.94** AHPS must provide the ability to manage review assignments for multiple queues, including, but not limited to: Central Office Operations Division, District offices.
- 4.1.11.95** AHPS must provide the ability to auto-refresh the review queue display.
- 4.1.11.96** AHPS must provide the ability for WVDOT to deny a permit.
- 4.1.11.97** AHPS must provide the ability for WVDOT to click certain standard denial options and have a manual alpha numeric input field to manually input the reasoning why a permit is denied.
- 4.1.11.98** AHPS must display denial information from all affected Divisions and Districts simultaneously.
- 4.1.11.99** AHPS must provide detailed information concerning denial reasons and application processing errors.
- 4.1.11.100** AHPS must provide the ability to deny a permit application when all reviews have been completed.
- 4.1.11.101** AHPS must provide the ability to notify the Customer of a manual review denial.

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- 4.1.11.102 AHPS must provide the ability for a Customer to request permit amendments and the ability for an Authorized User to approve a permit amendment
- 4.1.11.103 AHPS must provide the capability to send a copy of an issued permit to the Motor Carrier using a selected mode of transmission.
- 4.1.11.104 AHPS must provide the ability to generate a unique permit with identifier and print it out.
- 4.1.11.105 AHPS must provide the ability to send a copy of an issued permit to the Motor Carrier via an email or fax.
- 4.1.11.106 AHPS must provide the ability for a Customer to print an issued permit within AHPS application.
- 4.1.11.107 AHPS must provide the ability to send a paperless (electronic) permit.
- 4.1.11.108 AHPS must provide the capability to use and define a template for each type of issued permit. These templates would control the appearance and content of the physical permit as it would be printed.
- 4.1.11.109 AHPS must provide the ability to notify a Customer of an approved or denied permit amendment.
- 4.1.11.110 AHPS must provide the capability to analyze the route on a permit application.
- 4.1.11.111 AHPS must analyze the requested route including the following, but not be limited to: all bridge crossings, railroad crossings, posted roads, temporary restrictions, individual bridge or roadway restrictions, emergency road closures, turning moving restrictions, and alternate routes.
- 4.1.11.112 AHPS must perform checks to determine the type of bridge analysis required for the load.
- 4.1.11.113 AHPS must provide the ability to notify the Motor Carrier that the requested route traverses a local area that requires local permission.
- 4.1.11.114 AHPS must determine if any date constraints need to be applied to a permit based on the requested move date.
- 4.1.11.115 AHPS must provide a method to review a single load/route and apply the approval across multiple permit requests.
- 4.1.11.116 AHPS must provide the ability to pre-approve multiple movements over a specified route.

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4.1.11.117 AHPS must provide the capability to manage pre-built and approved routes.

4.1.11.118 AHPS must provide the ability to create and save pre-built routes.

4.1.11.119 AHPS must automatically check for updates and restrictions in saved routes.

4.1.11.120 AHPS must provide the ability to notify a permit holder and WVDOT when an approved route's conditions change.

**4.1.12 Automated Hauling Permit Routing Systems (AHPS) : Project Implementation and Delivery of Technical Specifications**

4.1.12.1 Vendor must coordinate with WVDOT's project team throughout the life of the contract.

4.1.12.2 Vendor must identify necessary tasks and resources.

4.1.12.3 Vendor must schedule for delivery and installation of services. The system should Go Live within twelve (12) month of contract award.

4.1.12.4 Vendor must develop a plan for migrating and validating the transfer of WVDOT data (including data conversion and synchronization)

4.1.12.5 Vendor must support a minimum of one hundred fifty (150) concurrent users with an estimated increase of fifteen percent (15%) annually.

4.1.12.6 AHPS must be scalable to accommodate a larger number of concurrent users as needed and requested by WVDOT

**4.1.13 Automated Hauling Permit Routing Systems (AHPS) : General Project Implementation and Delivery Requirements**

4.1.13.1 AHPS must be a SaaS system that meets WVDOT requirements contained within this RFQ.

4.1.13.2 AHPS must run the latest HPS software version, as approved by WVDOT.

4.1.13.3 Prior to Go Live, the Vendor must deliver key AHPS documentation for WVDOT's Acceptance. Final acceptance must be given in writing by the WVDOT before finale system acceptance will be executed.

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- 4.1.13.4** Vendor must document and define WVDOT specific customizations implemented in the production AHPS application, including identifying and defining Application Programming Interfaces (API) used by AHPS.
- 4.1.13.5** Vendor must provide a baseline Interface Control Document for externally exposed APIs.
- 4.1.13.6** Vendor must provide baseline configurations of network connected devices, including existing and newly implemented devices and equipment.
- 4.1.13.7** Vendor must provide baseline configuration of AHPS mapping including map layers and map functionality.
- 4.1.13.8** Vendor must provide baseline configurations of system-generated notifications and error messages to both Customers and Authorized Users.
- 4.1.13.9** Vendor must document how authorization will be administered within AHPS.
- 4.1.13.10** Vendor must provide a project documentation library.
- 4.1.13.11** Vendor must provide status reports every 2 weeks, and live AHPS system demonstrations during the project execution phase (prior to Go Live). AHPS live demonstrations can be delivered through the Contractor's choice of method (e.g., WebEx).
- 4.1.13.12** Vendor must test system using an industry standard and WVDOT approved testing methodology.
- 4.1.13.13** The scope of testing must include System Integration Testing (SIT) and User Acceptance Testing (UAT). SIT focuses on integration of AHPS with all external systems and interfaces, including but not limited to WVDOT's systems and third party Contractors. UAT focuses on end user operation and compliance with all RFQ requirements.
- 4.1.13.14** Vendor will be responsible for developing the test plan, test scenarios, test cases, test scripts, test data, and expected results.
- 4.1.13.15** The test plan must be presented to WVDOT for approval prior to execution.
- 4.1.13.16** Vendor shall be responsible for independently executing the test plan and submitting certified results to WVDOT for review. WVDOT reserves the right to selectively execute any or all test cases prior to accepting AHPS.

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**4.1.13.17** Acceptance of System: If the test period produces no issues at a minimum, the agency will issue a Letter of Acceptance of the system and the first (1) year of service, support and maintenance period would start at that time.

**4.1.13.17.1** Prior to an acceptance of the system the following criteria must be met: (1.) successful testing of all components, validating full functionality.

**4.1.13.17.2** Once acceptance of the system is agreed to by Agency and the Vendor. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system there by beginning the first (1) year of service, support and maintenance.

**4.1.14 Automated Hauling Permit Routing Systems (AHPS) : Restriction Administration Requirements**

**4.1.14.1** AHPS must permit Administrative Users to create route restrictions by selecting a specific location or an area on the map, and the location information must automatically populate within the restriction report.

**4.1.14.2** AHPS must create a corresponding restriction type icon on the map and the icon must be placed according to geographic coordinate information from the restriction report when the restriction is saved.

**4.1.14.3** AHPS restriction icons must show, for restrictions that span from one location to another, a graphical display over the segment of road that the restriction spans.

**4.1.14.4** AHPS must permit an Authorized User to draw a line on the map to define detour routes and restriction location information.

**4.1.14.5** AHPS must communicate temporary restrictions. WVDOT will provide construction information, size and weight restrictions, and road closures which AHPS must use limitations for the requested permit route requirements are listed in Administrative Rules and WVDOT CADD/GIS. These must be configurable by WVDOT without Vendor intervention.

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- 4.1.14.6 AHPS must provide pre-scheduled restrictions including, but not limited to:
- 4.1.14.7 Construction Restrictions;
- 4.1.14.8 Maintenance Restrictions;
- 4.1.14.9 Recurring Restrictions;
- 4.1.14.10 Seasonal Road Closure Restrictions;
- 4.1.14.11 Special Restrictions (parades, festivals)
- 4.1.14.12 AHPS must support the use of point, line, and polygons for map features and restriction representation.
- 4.1.14.13 AHPS must support restriction location as a pair of x, y coordinates represented as a point.
- 4.1.14.14 AHPS must support the creation of a restriction location as a line segment, as a series of x, y coordinates pairs.
- 4.1.14.15 AHPS must support the creation of a restriction region as a polygon, which is a line that ends at its beginning.
- 4.1.14.16 AHPS must provide restriction reporting on the following:
  - 4.1.14.17 Restriction closures;
  - 4.1.14.18 Restriction durations; and
  - 4.1.14.19 Restriction types: Construction, Maintenance, Recurring, Seasonal Road Closer, and Special Restrictions (parades, festivals).
- 4.1.14.20 AHPS must provide restriction reporting for distribution, including, but not limited to, restriction counts
- 4.1.14.21 AHPS must provide a restriction listing.
- 4.1.14.22 AHPS restriction list must filter upcoming, open, and recently closed restrictions in ascending or descending order and by column headers.
- 4.1.14.23 AHPS restriction summary listing must be filterable to show restrictions meeting specified criteria including, at a minimum, restriction type, restriction sub-type, location of restriction, source manual entry, including date and time.
- 4.1.14.24 AHPS scheduled restriction listings must be sortable by user, specified date, and time period.
- 4.1.14.25 Authorized Users must have the ability to modify or end a restriction record from the listing.
- 4.1.14.26 AHPS map must provide an icon library.

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- 4.1.14.27 AHPS must provide the ability to associate the imported icons including at a minimum: restriction types, and locations on map.
- 4.1.14.28 AHPS color coding of icon to show restriction status information must be configurable by an Administrative User.
- 4.1.14.29 AHPS hover over functionality for icon display details of restriction icons must be configurable by an Administrative User.
- 4.1.14.30 AHPS must provide the ability to open a restriction without using the map.
- 4.1.14.31 AHPS must provide the ability to open any location based restriction from a specified location on the map.
- 4.1.14.32 AHPS must provide the capability for an Authorized User to select lane type and the number of lanes blocked on a roadway for a restriction location.
- 4.1.14.33 AHPS must provide the ability to the edit lane type and number of lanes blocked for the duration of restriction.
- 4.1.14.34 AHPS must log the date and timestamp for lane type and number of lanes blocked for all restriction entries and edits.
- 4.1.14.35 AHPS must clearly display all lane types, number of lanes blocked, lanes open, and identify the date and time stamp when lane statuses change as part of restriction timeline reports.
- 4.1.14.36 AHPS must support the ability to specify an end time at which a restriction must expire and close.
- 4.1.14.37 AHPS must be configurable to remind Authorized Users handling restriction(s) that it is set to expire in a specified amount of time
- 4.1.14.38 AHPS must permit an Authorized User to draw on the map, via a graphic map interface, to define a pre-scheduled restriction location and create a restriction at that location.
- 4.1.14.39 AHPS must manage restriction details including, but not limited to: identifier, creator, type, description, status, start time, end time, location identification (roadway, mile marker, latitude/longitude, polygon boundaries) lanes open, lanes blocked, district, city, exit, bridge, landmark, detour information.
- 4.1.14.40 AHPS must allow an Authorized User to manage restrictions in Real Time.

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- 4.1.14.41 AHPS must be a Real-Time system that does not require a manual refresh, closing, or reopening for restriction updates to be shown.
- 4.1.14.42 AHPS must maintain the status of a restriction and the type of restriction. The types must include, but are not limited to, Full Closure, Lane Closure, Restriction, and Opened.
- 4.1.14.43 AHPS restriction details must be accessible for data input, review, editing and updating.
- 4.1.14.44 AHPS must record if the restriction was manually or automatically generated.
- 4.1.14.45 AHPS must record if the restriction was planned or unplanned.
- 4.1.14.46 AHPS must capture data for reporting restrictions.
- 4.1.14.47 AHPS must provide Authorized Users a list of active restrictions that can be filtered and sorted and used as a navigation point for manually editing the restriction.
- 4.1.14.48 AHPS must use a point, line, or polygon as defined by the restriction details to pinpoint the restriction on the map.
- 4.1.14.49 AHPS must provide an Administrative User the ability to create and activate detour plans that can be associated with a roadway location or segment.
- 4.1.14.50 AHPS must be configurable to recommend system generated detour plans based on restriction details.
- 4.1.14.51 AHPS must process restriction details and restriction detour plans.
- 4.1.14.52 AHPS must send detour notifications to all active permits impacted by the detour.
- 4.1.14.53 AHPS must have the ability to save previously created detours for reuse.
- 4.1.14.54 AHPS must provide a UI for creating restriction detour plans.
- 4.1.14.55 AHPS must permit an Authorized User to add, delete, and edit the restriction detour plans without Contractor intervention.
- 4.1.14.56 Any alternate routes and detours created by an Authorized User or suggested automatically by AHPS must identify any height or weight restrictions.
- 4.1.14.57 AHPS must be able to identify weight and height restrictions for detours and recommend alternate routes for each permit impacted by the restriction.

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- 4.1.14.58**AHPS must provide the ability to distribute restriction notifications by, at a minimum, email, SMS, or email and SMS on a per user or per group basis.
- 4.1.14.59**AHPS must provide an Administrative User with the ability to define notification methods and recipients.
- 4.1.14.60**AHPS notification controls must appear and function the same for all restriction types.
- 4.1.14.61**AHPS contacts directory must be accessible for restriction email notifications.
- 4.1.14.62**AHPS must auto-populate any restriction email notification and provide Authorized Users the ability to add or remove email recipients.
- 4.1.14.63**AHPS must include the "Restriction" Description location in email subject line.
- 4.1.14.64**An Authorized User must have the capability to email notifications to pre-defined email distribution lists, as well as to individual email recipients.
- 4.1.14.65**These notifications must include restriction details and detour actions for restrictions in a timeline format.
- 4.1.14.66**AHPS must auto-populate the email message body with restriction details to include at a minimum: restriction type, restriction severity, roadway name, roadway direction, mile marker, exit or cross street, lane closures, alternate route information and time/date stamp of all response actions taken, including a description of the action.
- 4.1.14.67**AHPS must provide the ability to auto generate restriction notifications to all active permits impacted by the restriction.
- 4.1.14.68**AHPS hover over details for restriction icons must be configurable.
- 4.1.14.69**AHPS must display Real Time restriction information including at a minimum: restriction type, restriction location information including road and direction, and restriction closure status using hover over map icon functionality.
- 4.1.14.70**AHPS must provide Real Time restriction information to any support screens within AHPS application.
- 4.1.14.71**AHPS must generate an individual icon on the map for all restrictions.

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4.1.14.72 AHPS must place a restriction icon on the map per restriction location information.

4.1.14.73 AHPS must have different restriction icons for different restriction types.

4.1.14.74 AHPS restriction icons for different restriction types must be configurable.

**4.1.15 Automated Hauling Permit Routing Systems (AHPS) : Report Requirements**

4.1.15.1 AHPS must have a UI that allows an Authorized User to generate custom reports.

4.1.15.2 AHPS must provide website statistics.

4.1.15.3 AHPS must provide performance statistics.

4.1.15.4 AHPS must provide user accounts reporting.

4.1.15.5 AHPS must provide system log reports.

4.1.15.6 AHPS must produce a real-time report that shows all financial transactions over a defined period of time and aggregated by location, customer and permit number, and user. e.g., daily, weekly, monthly, and yearly. The report must be viewable on screen, printed, or exported to standard ASCII data files (e.g., comma separated values).

4.1.15.7 AHPS must support scheduled, on-demand and ad hoc reporting (e.g., end of day, accounting/financial, permitting, and others) as identified by WVDOT in Appendix B - Minimum Reporting Requirements. All reporting data must be accurate and up to date.

4.1.15.8 AHPS must provide consistency across its reporting capabilities (e.g., reporting parameters, sorting, exporting, features, and functions).

4.1.15.9 AHPS must provide sort, filter, print, and keyword search functions.

4.1.15.10 AHPS must archive all restriction details that are captured for use in historical reporting.

4.1.15.11 AHPS must produce consistent and accurate data across all reports.

4.1.15.12 AHPS must provide a consistent source of reporting data.

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- 4.1.15.13 AHPS must provide the capability to extract and report business rules.
- 4.1.15.14 AHPS must provide the ability to produce pre-defined reports.
- 4.1.15.15 AHPS must provide, at a minimum, the reports listed in Appendix B - Minimum Reporting Requirements.
- 4.1.15.16 AHPS must provide the ability to run reports on an as needed basis.
- 4.1.15.17 AHPS must export reports in agency Owned Excel, Google Sheets, .csv and or PDF formats.
- 4.1.15.18 AHPS must provide an ad hoc reporting UI.
- 4.1.15.19 AHPS must provide the ability to create and save ad-hoc reports and queries.
- 4.1.15.20 Ad hoc reporting must provide for reporting on any time frame (e.g. day, week, time, month, year)
- 4.1.15.21 As defined by WVDOT, AHPS must have configurable system activity reporting capability that can pull events from AHPS initiated events as well as Authorized User initiated actions.

**4.1.16 Automated Hauling Permit Routing Systems (AHPS) : Financial Management Requirements**

- 4.1.16.1 AHPS must integrate with the West Virginia State Treasurer's Office (WVSTO) system for all payments. This will include credit cards, debit cards, and EFT/ACH payments. All payments MUST be captured by the WVSTO E-Government system.
- 4.1.16.2 AHPS must provide a journal/ledger of all transaction details related to Customers, that can be generated by specified parameters, such as date ranges, that can be viewed on-screen in real time, printed, or exported to standard ASCII data files (e.g., comma separated values).
- 4.1.16.3 AHPS must provide an audit trail (user, date/time of change, and data changed.) for all permits, pending, active and denied.
- 4.1.16.4 AHPS must provide journal/ledger functionality that includes: date, time, customer, permit number, amount),

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product (type of permit purchased), and a general ledger account number, and location. Multiple permits purchased are differentiated within the journal entry. In addition, use fee amount due must be included. e.g. when a customer purchases permit(s) the correct permit fee is applied, paid and posted to a journal (log, bookkeeping record).

**4.1.16.5** AHPS must allow Authorized Users on behalf of the Permit Customer to void or waive fees.

**4.1.16.6** AHPS provide transaction summary and detail reports.

**4.1.17 Automated Hauling Permit Routing Systems (AHPS) :  
Training Requirements**

**4.1.17.1** Vendor must provide comprehensive training for the HPS proposed. (e.g., tutorials, computer-based training, train the trainer, on site) to prepare staff for implementation.

**4.1.17.2** Vendor training must be at least eight (8) hours provided to 30 Authorized Users from WVDOT and designees.

**4.1.17.3** Vendor training must be live, and may be offered in person or via webinar. Each training must be conducted in conjunction with WVDOT to ensure that business process, as well as product use, is covered.

**4.1.17.4** Vendor must provide all training materials necessary to facilitate all training.

**4.1.17.5** Vendor must provide a training manual available online via the System. The Training Manual at a minimum must include: Participant Training Guide, Course/Module Outlines, Course Goals/Objectives, Step by Step Instructions per Task, Lesson Exercises (used to enhance the Participant Guide), Participant Guide & Handouts (such as Quick Reference Guides), On-line Job Aids, and Computer Based Training (CBT).

**4.1.18 Commercial Traffic and Annual Permit Holder Routing Tool**

**4.1.18.1** AHPS must allow route generation for routine commercial traffic and annual permit holders. This route generation feature will be similar to route generation for single-trip OS/OW permitting but will be a separate application or part of the larger AHPS. It

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will be accessed through the primary permitting website for the AHPS but will be separate from the standard OS/OW permit application process. The route generator must allow any customer/user to enter a point of origin and destination and all vehicle specifics (weight, configuration, length, width, and height). Then the system will attempt to provide an acceptable route for travel with known, current restrictions within the AHPS. The system must report to the user restrictions for that particular load (i.e. bridge weight postings, and clearance concerns).

**5. CONTRACT AWARD:**

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

**5.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in the price per requested service. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

**5.2.2** Vendor should electronically enter the information in the Pricing Page.

**5.2.3** Vendor should provide with their bid, a copy of any Software Terms and Conditions or licenses that the State of West Virginia or WVDOT may have to agree or accept as part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

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**5.2.4** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:  
[John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov)

**6. ORDERING AND PAYMENT:**

**6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**8. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**9. VENDOR DEFAULT:**

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

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

**9.1.2** Failure to comply with other specifications and requirements contained herein.

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

9.1.4 Failure to remedy deficient performance upon request.

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

9.2.1 Immediate cancellation of the Contract.

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

9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

**10.1 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.

**10.2 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.

**10.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**10.4 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:** Michelle Pilcher  
**Telephone Number:** 409.697.2587 ext 1235  
**Fax Number:** 409.697.2645  
**Email Address:** michelle@promiles.com

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## Appendix B - Minimum Reporting Requirements

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### Date Dependent

State Project Permits - Report showing all permits for state projects

Permit Details and Summary - Report showing issue date, permit number, permittee, permit type, and payment summary

Permit Summary - Report showing number of permits issued, separated by permit time, and also showing total permit fees, must also show the overweight ton-mile fees for all routes and the Turnpike separately

Permit Technician Activity - Number of each permit type issued by each permit office technician.

### Non-Date Dependent

Trip Request Status/Permit Status - Shows the status of an application.

District Review Trip Request - Shows the district decision (approved, approved with conditions, denied)

Advanced Query - Able to search for permits using available data including but not limited to (hauler information, traveled routes, vehicle dimensions, vehicle weights, permits that were denied, etc.)

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## Software as a Service Addendum

### 1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**2. Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

**3. Data Protection and Privacy:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

**4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

**5. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

**6. Notification of Legal Requests:** The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

**7. Termination and Suspension of Service:**

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

**8. Background Checks:** The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

**9. Oversight of Authorized Persons:** During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

**10. Access to Security Logs and Reports:** The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

**11. Data Protection Self-Assessment:** The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**12. Data Center Audit:** The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**13. Change Control and Advance Notice:** The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

**14. Security:**

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

**15. Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data:** The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

**17. Responsibilities:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

**18. Subcontractor Compliance:** The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

**19. Right to Remove Individuals:** The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

**20. Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

**21. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services:** The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

**23. Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

**24. Subscription Terms:** Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

**25. Equitable Relief:** Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: \_\_\_\_\_

Name of Vendor: ProMiles Software Development Corporation

Signature: \_\_\_\_\_

Signature: *Michelle Kilcher*

Title: \_\_\_\_\_

Title: Executive VP of Finance and State Contracts

Date: \_\_\_\_\_

Date: 06.26.23

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

### Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?  
Yes   
No
2. If yes to #1, does the restricted information include personal data?  
Yes   
No
3. If yes to #1, does the restricted information include non-public data?  
Yes   
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?  
Yes   
No
5. Provide name and email address for the Department privacy officer:  
Name: \_\_\_\_\_  
Email address: \_\_\_\_\_

### Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:  
Name: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

## EXHIBIT A - PRICING PAGE

WVDOT - Automatic Hauling Permit System (AHPS)									
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305									
				Unit Cost					
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	Optional - Year Five	Extended Cost
<b>Automated Hauling Permit System Cost Table</b>									
4.1	AHPS: System, Configuration, Implementation, and Training (Year 1)	LS	1	\$1,374,600.00					\$1,374,600.00
4.1.13, 4.1.5.3	AHPS: Service, Support and Maintenance Cost after System Acceptance (Year 1)	LS	1	\$24,300.00					\$24,300.00
4.1.5,4.1.5.3	AHPS: Service, Support and Maintenance Annual Fixed Cost includes up to 200 hours of development time requested by WVDOT per year(Optional Year 2, 3, 4, & 5)	LS	1		\$168,400.00	\$174,300.00	\$180,400.00	\$186,700.00	\$709,800.00
<b>Services</b>									
4.1.6	Hourly Rate for Requested Customizations - Including Post Implementation. (Years 1, Optional 2, 3, 4, & 5)	HR	100	\$120.00	\$124.00	\$128.00	\$132.50	\$136.00	\$64,050.00
					<b>TOTAL OVERALL COST →</b>			<b>\$2,172,750.00</b>	
<p>* The estimated purchase volume represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.</p> <p>**TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.</p> <p>***Optional Renewals- Year Two through Year Four may be renewed by Change Order upon mutual agreement between the Vendor and Agency.</p> <p>****ALL AHPS PERMIT FEES MUST BE PROCESSED AND RECEIVED BY THE WEST VIRGINIA STATE TREASURES OFFICE SYSTEM.</p>									

Michelle Ritcher

Vendor Signature



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  
 Info Technology

<b>Proc Folder:</b> 1234660		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Automated Hauling Permit System RFQ (81230076)		To attach vendor questions and responses. Bid opening remains June 28, 2023 at 1:30PM Eastern Time No other changes	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-06-22	2023-06-28 13:30	CRFQ 0803 DOT2300000149	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** ProMiles Software Development Corporation  
**Address :** PO Box 398  
**Street :** 1900 Texas Avenue  
**City :** Bridge City  
**State :** Texas **Country :** USA **Zip :** 77611  
**Principal Contact :** Dan Wells  
**Vendor Contact Phone:** 719.641.1876 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell  
 304-558-2063  
 larry.d.mcdonnell@wv.gov

**Vendor Signature X** *Michelle Richey* **FEIN#** 76-0570405 **DATE** 06.26.23

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

**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an Automated Hauling Permit System to be utilized by the WV Transportation Division, per the attached documentation.

**INVOICE TO****SHIP TO**

DEPT. OF TRANSPORTATION  
1900 KANAWHA BLVD E,  
BLD. 5 RM-720

DEPT. OF TRANSPORTATION  
1900 KANAWHA BLVD E,  
BLD. 5 RM-720

CHARLESTON WV  
US

CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud-based software as a service - Total Overall Cost	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81162000			

**Extended Description:**

Automated Hauling Permit System RFQ (81230076)

See attached pricing page and CRFQ documentation.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 4:00PM EST	2023-06-21

	Document Phase	Document Description	Page
DOT2300000149	Final	Automated Hauling Permit System RFQ (81230076)	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mann Insurance Agency 1505 W Park Ave PO Box 188 Orange TX 77631		<b>CONTACT NAME:</b> Shane Johns <b>PHONE (A/C, No, Ext):</b> (409) 886-4411 <b>E-MAIL ADDRESS:</b> shane@mannins.com <b>FAX (A/C, No):</b> (409) 886-3736																						
<b>INSURED</b> ProMiles Software Development Corp. PO Box 398 Bridge City TX 77611-0398		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B:</td> <td>American Casualty Co of Reading, PA</td> <td>35289</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Casualty Company	20443	INSURER B:	American Casualty Co of Reading, PA	35289	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**

CERTIFICATE NUMBER: CL2342502329

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5085054408	05/08/2023	05/08/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5085054408	05/08/2023	05/08/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5085063920	05/08/2023	05/08/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 5 85054425	05/08/2023	05/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Technology Errors & Omissions			5085054408	05/08/2023	05/08/2024	Each Occurrence	5,000,000
							Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SOLICITATION NUMBER: CRFQ DOT2300000149

Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as (“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

**Description of Modification to Solicitation:**

To attach vendor questions and responses.

Bid opening remains June 28, 2023 at 1:30PM Eastern Time

No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**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.

# ATTACHMENT A

# CRFQ DOT23000000149

## Automated Hauling Permit System RFQ - Technical Questions

### Question 1

Section 4.1.9.1 :Our understanding is that WVDOT has a ready-to-use GIS Database and that the vendor has to interface with WVDOT GIS Services including solving routes.

### Response 1

Refer to specification 4.1.9.1, 4.1.9.2, 4.1.9.3 and 4.1.9.4.

#### **4.1.9 Automated Hauling Permit Routing Systems (AHPS) : LRS Analysis Requirements**

- 4.1.9.1** AHPS must have a Geographical Information System (GIS) web-based mapping system. WVDOT currently uses ESRI GIS and LRS software, including ArcGIS Desktop, ArcGIS Server, ArcGIS Online and Roads & Highways LRS, using MS SQL Server database.
- 4.1.9.2** AHPS must utilize WVDOT's GIS highway, bridge, ramp, and interchange names. The AHPS must use a WVDOT defined source for all road nomenclature and will include a web API.
- 4.1.9.3** AHPS must have the ability to use WVDOT's GIS length, width, height, and weight limitations on roadways, ramps, interchanges, and structures to analyze routes and identify permanent restrictions on a route based on length, width, height, and weight. Information is derived from the transportation asset management system (TAMS), LRS, the bridge database or other electronic formats.
- 4.1.9.4** AHPS must process WVDOT GIS data to create a mapping solution with a geo-coded database for use within the AHPS.

### Question 2

Which version of the BrR (Bridge Rating software) does the State currently utilize or prefer for integration with the AHPS system?

## Response 2

WVDOT currently utilizes AASHTOWare Bridge Rating (BrR) version v7.4.1, however the Automated Hauling Permit System will need to integrate with newer versions as WVDOT upgrades (usually twice a year).

## Question 3

Could you provide us with information on the current monthly transaction volume for the system? Additionally, we would like to understand any predictable growth trends or projections for the transaction volume in the near future.

## Response 3

Vendors should review below historical data, the provided numbers are based on transactions per year:

2021 - 97,176 permits, 3,570 amendments, 100,746 Total

2022 - 96,607 permits, 9,417 amendments, 106,024 Total

2023 (Through 5/31) 41,817 Permits, 4,489 amendments, 46,306 Total

NOTE: The estimated purchase volume represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

## Question 4

Is the WVDOT open to considering alternate costing approaches for the project, such as a per-transaction or per-user pricing model?

## Response 4

No, vendors should use Exhibit A - Pricing Page as per specification 5.2.

Question 5

We are requesting an extension of the submission date by 10 business days.

Response 5

**Bids are due by 6/28/2023 at 1:30 PM Eastern Time.**

**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 *WV*OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **June 28, 2023 at 1:30PM EST**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT23\*149**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

ProMiles Software Development Corporation

\_\_\_\_\_  
Company

*Michelle Ritcher*

\_\_\_\_\_  
Authorized Signature

June 26, 2023

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012