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<b>Proc Folder:</b> 1913510			<b>Reason for Modification:</b>
<b>Doc Description:</b> Workflow Based Agentic AI, Automation, and E-Permitting Syst			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2026-04-29	2026-05-27 13:30	CRFP 0313 DEP2600000003	1

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Vendor Signature X  6/9/2026 FEIN# 462037585 DATE 06/09/2026

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

# Technical Proposal

**Request for Proposal# CRFP 0313 DEP2600000003**

Workflow Based Agentic AI, Automation, and  
E-Permitting System for UIC Class I and Class VI Permitting

**State of West Virginia**

Department of Environmental Protection (WVDEP)  
Division of Water and Waste Management (DWWM)

**Date Submitted: 06/09/2026**



**Optimoz, Inc.**

2600 Tower Oaks Blvd, Suite 610, Rockville, MD 20852

UEI: FB7AZGLR4N57 | DUNS: 080087548 | CAGE Code: 7J1E1 | FEIN: 46-2037585

GSA MAS Contract#: 47QTCA18D00HM | Minority Owned Small Disadvantaged Business

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A handwritten signature in blue ink, followed by the date "6/9/2026" written in blue ink.



This Technical Proposal contains no cost or pricing information. Optimoz will submit cost information only in the separately sealed Cost Proposal as required by the RFP. Addendum #1 (dated 05/19/2026) has been received and acknowledged. All clarifications from Addendum #1 are incorporated into this proposal.

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## SECTION 1: EXECUTIVE SUMMARY

Optimoz, Inc. is honored to submit this Technical Proposal in response to CRFP 0313 DEP2600000003 for a Workflow Based Agentic AI, Automation, and E-Permitting System for Underground Injection Control (UIC) Class I and Class VI permitting on behalf of the West Virginia Department of Environmental Protection (WVDEP), Division of Water and Waste Management (DWWM).

Our proposal pairs two complementary, production-grade components into one solution:

1. **A bespoke WVDEP UIC Permit Portal (User Facing):** a purpose-built, white-labelled, Section 508-conformant web application for applicant intake, the six-gate human review process, and 40 CFR 124 public notice and comment. We have already built and can demonstrate a working prototype of this portal.

*"A video demonstration of the working solution is available at: <https://bott.ly/wvdep>."*

2. **Optimoz AI (Backend Engine):** Optimoz AI is a production-ready, enterprise-grade Agentic AI platform that powers every step behind the portal through fully documented developer APIs, enabling third-party applications to securely integrate and leverage Generative AI, and it runs in FedRAMP environment. It provides governed agent building and versioning, an LLM-agnostic model layer, retrieval-augmented generation (RAG) with source-grounded citations, OCR, token-usage metering, and complete auditability through dedicated audit tables. Purpose-built to transform complex, multi-step regulatory workflows into auditable, human-supervised, AI-assisted processes, Optimoz AI is not a prototype or proof-of-concept - it is a Day 1 Enterprise AI Operating System. From contract award, it can be configured and deployed immediately to support WVDEP permitting needs with strong governance, transparency, and operational control.

This is not a concept. The core engine and the agency-facing portal exist today; an end-to-end UIC permitting journey - application intake, automated Pre-Notice-of-Deficiency (Pre-NoD) completeness review, reviewer decision and NoD issuance, applicant resubmission, the downstream technical gates, public comment, Response to Comments, and final permit issuance - has been implemented and is demonstrable. The substantial majority of the capabilities this RFP requires already exist in the platform and are demonstrable today; the remainder is well-understood, WVDEP-specific configuration and targeted enhancement delivered during implementation — not new product invention. Additionally, because our solution is already near deployment-ready, WVDEP can accelerate implementation and potentially go live earlier than the currently proposed 07/01/2027 date.

Key highlights of the proposed solution for WVDEP:

- Bespoke agency portal for intake, review, and public comment - integrated with Optimoz AI agents over secure developer APIs, with no dependency on WVDEP legacy systems (ERIS, ESS, AppEnhancer).
- Six mandatory Human-in-the-Loop (HITL) decision gates - the AI prepares each step and pauses for human sign-off; it cannot autonomously issue or deny a permit.
- LLM-agnostic architecture; any West Virginia state government approved commercial or open-source model runs entirely within a FedRAMP Moderate authorized environment.
- RAG that combines ReAct-style retrieval over vector databases with direct file query, plus built-in OCR - source-grounded and citation-enforced, with GraphRAG available as a scale enhancement.
- Token-usage metering and consumption dashboards, with complete, immutable audit tables supporting a 5-year (or per-WVDEP-policy) retention and legal defensibility.
- Self-service, see-and-build agent platform with multi-LLM support - iterate agents, prompts, rules, and grounding/context directly in the visual web interface, switching or comparing approved models at will, with changes taking effect immediately and no application redeployment.
- Enterprise security posture: TLS 1.3 in transit, AES-256 at rest, RBAC (present today), MFA, PII/CBI masking, NIST 800-53 alignment, and SSO that is configured (not custom-built) to WVDEP identity providers.
- Optimoz holds ISO 9001:2015, ISO 20000-1:2018, and CMMI Level 3 (Development and Services), and is a Minority-Owned Small Disadvantaged Business with 11+ years of government delivery.

*“Optimoz AI will enable WVDEP to dramatically accelerate UIC Class I and Class VI permit review, reduce manual workload on technical staff, ensure consistent regulatory compliance, and maintain complete human oversight of all permitting decisions - all within a secure, FedRAMP-compliant cloud environment.”*

## SECTION 2: DESIGNATED CONTACT AND CERTIFICATION & SIGNATURE

**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.

**Name and Title:** Naresh Patel, President and CEO

**Company:** Optimoz, Inc.

**Address:** 2600 Tower Oaks Blvd, Suite 610, Rockville, MD 20852

**Phone:** 301-379-2117 **Fax:** 240-465-0373 **Email:** npatel@optimoz.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

**Company Name:** Optimoz, Inc.



06/09/2026

**Signature of Authorized Representative:** Naresh Patel

**Title:** President and CEO

**Date:** 06/09/2026

**Phone:** 301-379-2117 **Fax:** 240-465-0373 **Email:** npatel@optimoz.com

### SECTION 3: RFP-ALIGNED RESPONSE OUTLINE

The following table maps each RFP section and requirement area to the corresponding location in this Technical Proposal, ensuring complete and traceable coverage of all solicitation requirements.

RFP Section	Requirement Area	Proposal Location
§4.3.2.1	General Automation and Dashboard Integration	Section 8.1
§4.3.2.2	UIC Class I and VI Agentic AI Processing	Section 8.2
§4.3.2.3	Geospatial Analysis and GIS Integration	Section 8.3
§4.3.2.4	Document Processing and AI Drafting	Section 8.4
§4.3.2.5	Workflow Integration	Section 8.5
§4.3.2.6	AI Token Usage and Cost Management	Section 8.6
§4.3.2.7	HITL Workflow Interface and Legacy System Independence	Section 8.7
§4.3.3.1	Data Integration and Regulatory Compliance	Section 9.1
§4.3.3.2	Security and Deployment	Section 9.2
§4.3.3.3	Support and Maintenance	Section 9.3
§4.3.3.4	Licensing	Section 9.4
§4.3.3.5	Regulatory Compliance	Section 9.5
§4.3.3.6	Data Ownership and Exit Strategy	Section 9.6
§4.4	Qualifications and Experience	Section 10
§4.5	Oral Presentation Readiness	Section 11
§4.6	Implementation Timeline	Section 12

### SECTION 4: COMPLIANCE MATRIX

This matrix maps each major RFP requirement to the proposed solution and notes its delivery readiness. All requirements are met. The Readiness column distinguishes capabilities that are production-ready today from those that are delivered through WVDEP-specific configuration or targeted enhancement during implementation.

- Ready: production-ready in the platform / built prototype today.
- Configure: capability exists; requires WVDEP-specific configuration or content (e.g., checklists, templates, files, database access, SSO, integrations) during implementation.
- Enhance: small, well-scoped technical enhancement to the existing platform during implementation (no new product invention).

RFP §	Requirement	Compliance	Location	Status	Notes
4.2	SaaS requirements	Meets	7, 9.2	Ready	FedRAMP Moderate; 99.9% availability target; Section 508
4.3.2.1.1	System automation / integration	Meets	8.1	Configure	OSSP, SSO/OneLogin, Active Directory integration during implementation
4.3.2.1.2	Dashboard development	Meets	8.1	Ready/ Configure	Optimoz agent + token dashboards today; bespoke agency-embedded views via developer APIs
4.3.2.2.1.1	Agentic routing & sub-workflows	Meets	8.2	Ready	Class I/VI routing and sub-workflow orchestration in the agent builder
4.3.2.2.1.2	Administrative completeness review	Meets	8.2	Ready/ Configure	Checklist engine ready; WVDEP checklists supplied during implementation
4.3.2.2.1.2	Signature / certification verification	Meets	8.2	Enhance	Image-capable LLMs detect signatures/attestations; POC + tuning during implementation
4.3.2.2.1.3	Technical compliance review	Meets	8.2	Ready/ Configure	Structured extraction + rules nodes; source-grounded, confidence-scored
4.3.2.2.2	RAG & source grounding	Meets	8.2	Ready	ReAct RAG + vector DB + direct file query; GraphRAG as scale enhancement
4.3.2.2.3	Hallucination mitigation	Meets	8.2	Ready	Guardrails, confidence thresholds, citation enforcement, HITL gates
4.3.2.2.4	Automated AI validation	Meets	8.2	Ready	Output validation, adversarial-input protection, safe-action enforcement

RFP §	Requirement	Compliance	Location	Status	Notes
4.3.2.2.5	Citations & explainability	Meets	8.2	Ready	Per-finding citations, confidence scores, decision-trace records
4.3.2.3	GIS integration & AoR analysis	Meets	8.3	Enhance	AoR logic ready; Shapefile/GeoJSON/KML/CAD ingestion + visualization added during implementation; ESRI outputs integrated
4.3.2.3.2	External data correlation / conflict detection	Meets	8.3	Enhance	WVGES, EPA SDWIS, WV O&G, property/plat correlation built during implementation
4.3.2.4	Document processing & OCR	Meets	8.4	Ready	PDF/XML/CSV/well logs/forms + scanned via built-in OCR support; source traceability
4.3.2.4.1	Engineering blueprint / CAD vision	Meets	8.4	Enhance	Image LLMs today; optional fine-tuned vision via our training pipeline
4.3.2.4.2	AI draft permit generation	Meets	8.4	Ready/Configure	PDF/DOCX generation; WVDEP templates supplied during implementation
4.3.2.4.4	Notice of Deficiency generation	Meets	8.4	Ready	Drafted NoD + email; routed to HITL Gate 1; never sent autonomously
4.3.2.4.5	Public notice package generation	Meets	8.4	Ready	Fact sheet, recipient list, 30/45-day deadline calculation (40 CFR 124)
4.3.2.4.6	Public comment intake & Response to Comments	Meets	8.4	Ready	Categorization, substantive flagging, RtC compilation and publication
4.3.2.5.2/3	Observability, logging & auditability	Meets	8.5	Ready	Audit tables; per-step decision-trace records; 5-year retention

RFP §	Requirement	Compliance	Location	Status	Notes
4.3.2.5.4	Six mandatory HITL gates	Meets	8.5	Ready	All six gates demonstrated in the built portal
4.3.2.6	Token usage & cost management	Meets	8.6	Ready	Per-agent/run token metering, caps, alerts, optimization
4.3.2.7	Standalone HITL interface / legacy independence	Meets	8.7	Ready	Bespoke portal is the self-contained HITL workspace; no legacy write-back
4.3.3.1	Data integration & compliance	Meets	9.1	Ready/Configure	Multi-format ingestion ready; Watchdog agent and external integrations during implementation
4.3.3.2	Security & deployment	Meets	9.2	Ready	TLS 1.3, AES-256, RBAC, MFA, FedRAMP Moderate; SSO configured to WVDEP IdP
4.3.3.3	Support & maintenance	Meets	9.3	Ready	Business-hours support, dedicated TAM, monthly/quarterly reviews
4.3.3.4	Licensing	Meets	9.4	Ready	4 admin + 4 automation-builder users; reviewer/applicant access
4.3.3.5	Regulatory compliance	Meets	9.5	Ready	FedRAMP, NIST 800-53, SOC 2 Type II ready, Section 508
4.3.3.6	Data ownership & exit	Meets	9.6	Ready	State owns all data; 30-day export; 90-day transition; certified deletion
4.4.2.3	FedRAMP/ SOC 2 Type II	Meets	10	Ready	FedRAMP-hosted; SOC 2 Type II ready

## SECTION 5: CONTRACTUAL ATTACHMENTS AND REQUIRED PROVISIONS

Optimoz, Inc. acknowledges receipt of Addendum #1 (dated 05/19/2026) and has incorporated all clarifications into this proposal. Optimoz acknowledges and agrees to comply with the following contractual provisions:

1. SaaS Addendum: Optimoz accepts all terms regarding data ownership, data protection, security incident notification, breach responsibilities, background checks, access controls, and data center audit requirements. All WVDEP data will be stored solely in U.S. data centers. Optimoz will provide a 24/7 primary security contact immediately upon award.
2. General Terms and Conditions: Optimoz accepts all terms including pricing, payment, compliance with laws, indemnification, confidentiality, and data sovereignty provisions.
3. Addendum Acknowledgement: Optimoz acknowledges receipt of Addendum #1 and has made all necessary revisions to this proposal accordingly.
4. Confidentiality Agreement: Optimoz will execute a confidentiality agreement upon contract award as required by §4.4.2.2.
5. SOC 2 Type II: Optimoz will provide an audit report for SOC 2 Type II, to be submitted before contract award.

## SECTION 6: PROJECT APPROACH AND VALUE PROPOSITION

### 6.1 Understanding of the problem

WVDEP's Division of Water and Waste Management administers primary enforcement authority for UIC Class I and Class VI wells under the Safe Drinking Water Act. These are technically complex, data-intensive permitting programs - particularly Class VI wells for carbon capture and storage (CCS), which require detailed geologic characterization, Area of Review (AoR) analysis, Testing and Monitoring Plans, and post-injection site care planning. The review of these applications demands significant technical expertise, careful regulatory compliance checking, and comprehensive documentation.

WVDEP is seeking to modernize this process by deploying an Agentic AI system that can automate administrative and technical completeness reviews, assist reviewers with regulatory compliance checking and draft document generation, maintain complete human authority over all final permitting decisions, operate within a secure FedRAMP-compliant environment, and integrate with new state systems while remaining independent of legacy systems.

### 6.2 The Optimoz AI Solution

We deliver a bespoke WVDEP UIC Permit Portal for application intake, the six-gate review process, and public comment - integrated with Optimoz AI agents over secure developer APIs. WVDEP receives a finished agency experience, while Optimoz AI provides the orchestration,

grounding, governance, metering, and audit infrastructure beneath it. WVDEP does not have to build AI infrastructure from scratch and is not locked to any single model provider.

**WHY OPTIMOZ AI IS THE RIGHT CHOICE**

- Day 1 Operational Readiness: Working prototype, not slideware -- the portal and the agent workflows exist and demonstrate a full UIC journey today (see Sections 7 and 8).
- Purpose-built for regulatory oversight: six mandatory HITL gates ensure the AI assists but never replaces human judgment; the AI cannot issue or deny a permit.
- LLM-agnostic: any WVDEP/WVOT-approved commercial or open-source model, deployed within the FedRAMP Moderate boundary.
- Build and iterate without redeployment: agents, prompts, rules, and grounding are authored and refined in Optimoz AI's visual builder and versioned, so WVDEP can adapt workflows to regulatory or process changes in days rather than release cycles — with no application redeployment.
- Core platform ready; remaining items (GIS layer/CAD ingestion and visualization, external-source correlation, WV SSO configuration, payment/reporting-portal integration, GraphRAG, signature-CV tuning) are configuration or targeted enhancements - not new products.
- Proven government experience: 11+ years; active CDC contracts; Maryland Judiciary document-automation (Documoz); DHS/USCIS cloud modernization.

**OPTIMOZ DIFFERENTIATORS**

Dimension	Optimoz Advantage
Delivery model	Bespoke agency portal + Optimoz AI agents via developer APIs - finished UX, governed engine
Grounding	ReAct (Reasoning and Acting) RAG over vector DBs + direct file query + built-in OCR; GraphRAG available at scale
Oversight	Six mandatory HITL gates; AI cannot issue or deny permits
Auditability	Dedicated audit tables; per-step decision-trace + confidence scores; 5-year retention
Security	FedRAMP Moderate, NIST 800-53, AES-256, TLS 1.3, RBAC (today), SSO (configured)
Certifications	ISO 9001:2015, ISO 20000-1:2018, CMMI ML3 (Dev & Svc), SOC 2 Type II
Flexibility	LLM-agnostic; agent versioning; configurable workflows and rules

## SECTION 7: TECHNICAL APPROACH: OPTIMOZ AI PLATFORM OVERVIEW

The solution has two tightly integrated layers: (1) the bespoke WVDEP UIC Permit Portal, and (2) the Optimoz AI agentic platform that powers it via secure developer APIs. The portal owns the agency experience and the human decision workflow; Optimoz AI owns agent orchestration, grounding, governance, metering, and audit.

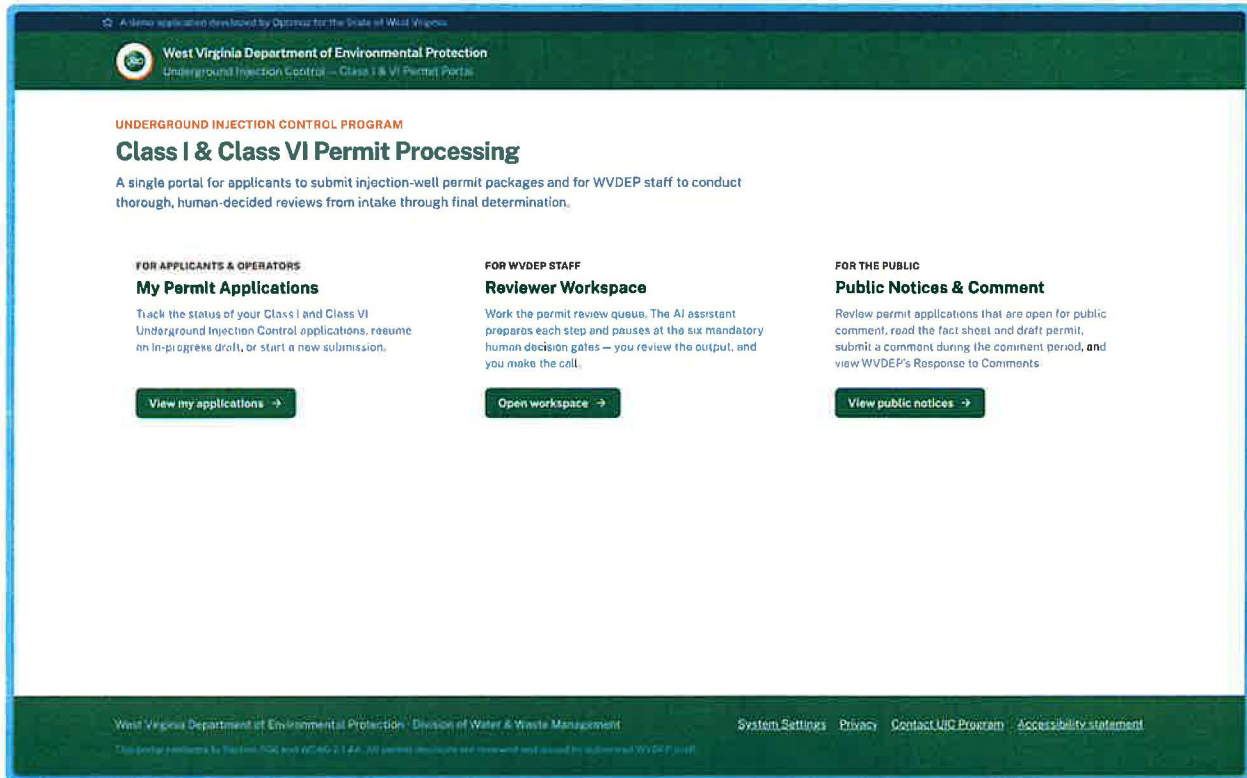


Figure 1: WVDEP UIC Permit Portal landing page (508-conformant, role-aware).

### 7.1 Layer 1 - The Bespoke WVDEP UIC Permit Portal

A purpose-built, white-labelled web application delivering three role-scoped experiences, each behind RBAC:

- Applicant / Operator: start and resume Class I/VI applications, upload document packages (drag-and-drop), submit, track plain-language status, respond to a Notice of Deficiency, and view the issued permit.
- WVDEP Reviewer: a work queue with assignment, SLA tags, and filters; a six-gate case workspace where each gate runs its agent, presents source-grounded findings, and records the human decision.
- Public: an anonymous docket of permits open for comment, with fact sheet, draft-permit summary, a comment form, and the published Response to Comments.

The portal is built for Section 508 / WCAG 2.1 AA - semantic structure, keyboard operability, and screen-reader-friendly components throughout. A recorded walkthrough of the working portal is available at: <https://bott.ly/wvdep>.

## 7.2 Layer 2 - Optimoz AI Agentic Platform

Optimoz AI is a production agent-building platform. For WVDEP, each stage of the UIC review is a discrete, versioned agent with a defined input contract, model configuration, and HITL stop points. The portal invokes these agents over developer APIs and renders their output.

**Agent orchestration & versioning.** Workflows are composed of routing, retrieval, transform (Python), action (email/document), and conditional nodes. Agents are versioned, so changes are controlled and auditable. Class I and Class VI route to the appropriate sub-workflows. It is extremely easy to switch among approved large language models, update prompts and knowledge, and version and test the workflows without having to redeploy the application.

**LLM-agnostic intelligence layer.** Application logic is decoupled from any single model. Approved proprietary (e.g., GPT-5.4, Claude) or open-source (e.g., Llama, Mistral) models run within the FedRAMP Moderate boundary; lightweight tasks route to smaller models and complex reasoning to high-capability models for cost efficiency. No data is sent to unapproved or public AI services.

**Retrieval-Augmented Generation (RAG).** We ground outputs using a combination of ReAct-style retrieval over vector databases and direct file query, with built-in OCR for scanned material. This comfortably handles document sets on the order of 10,000 documents. For larger corpora or where relationship mapping adds value, we incorporate GraphRAG. We prevent stale or irrelevant grounding through source curation, indexing governance, versioning, recency controls, confidence thresholds, and citation enforcement.

**Guardrails & governance.** Configurable confidence thresholds; output-schema validation; adversarial-input protection; and the six mandatory HITL gates. PII/CBI detection and masking before data reaches any model is available and will be tuned to the State's data-handling requirements. The platform cannot take actions outside approved workflows and cannot autonomously approve a permit.

**Token metering & auditability.** Every run records token consumption (per agent, per run, attributable per user) and a full decision trace with confidence scores, persisted in dedicated audit tables for quality control and legal defensibility.

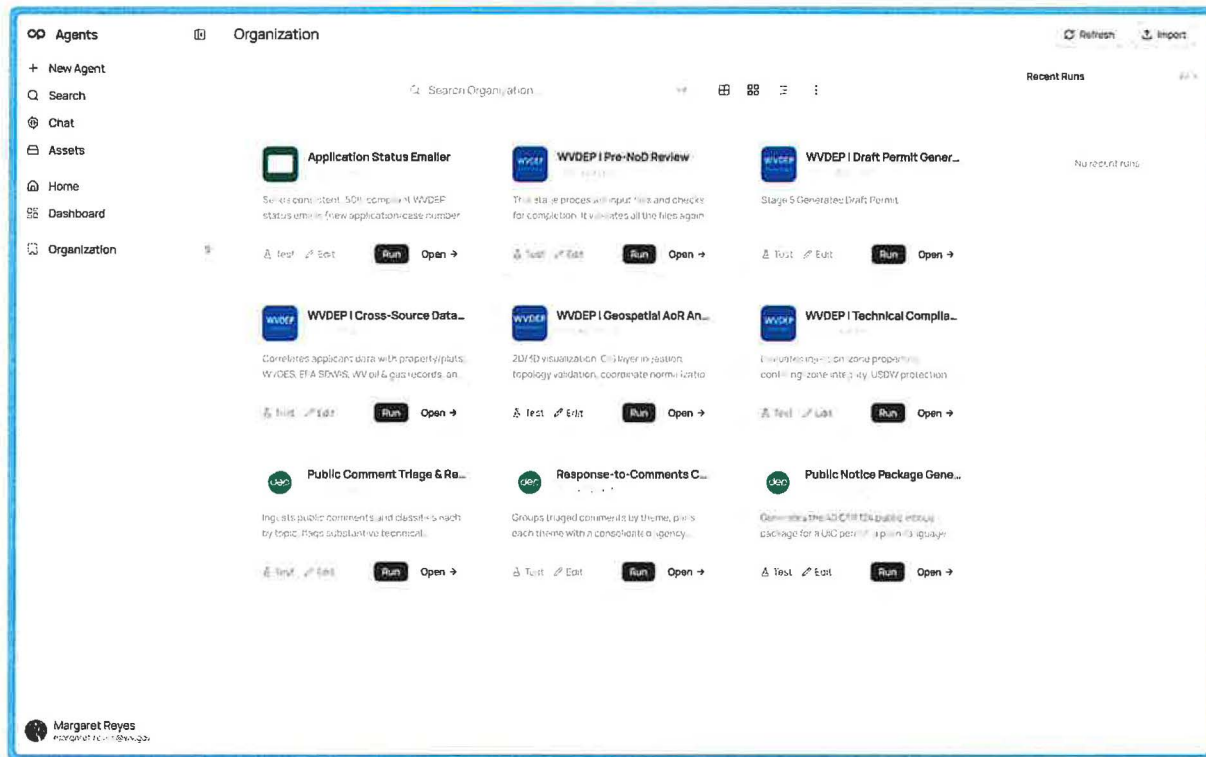


Figure 2 - Optimoz AI Agents homepage (Agent Library)

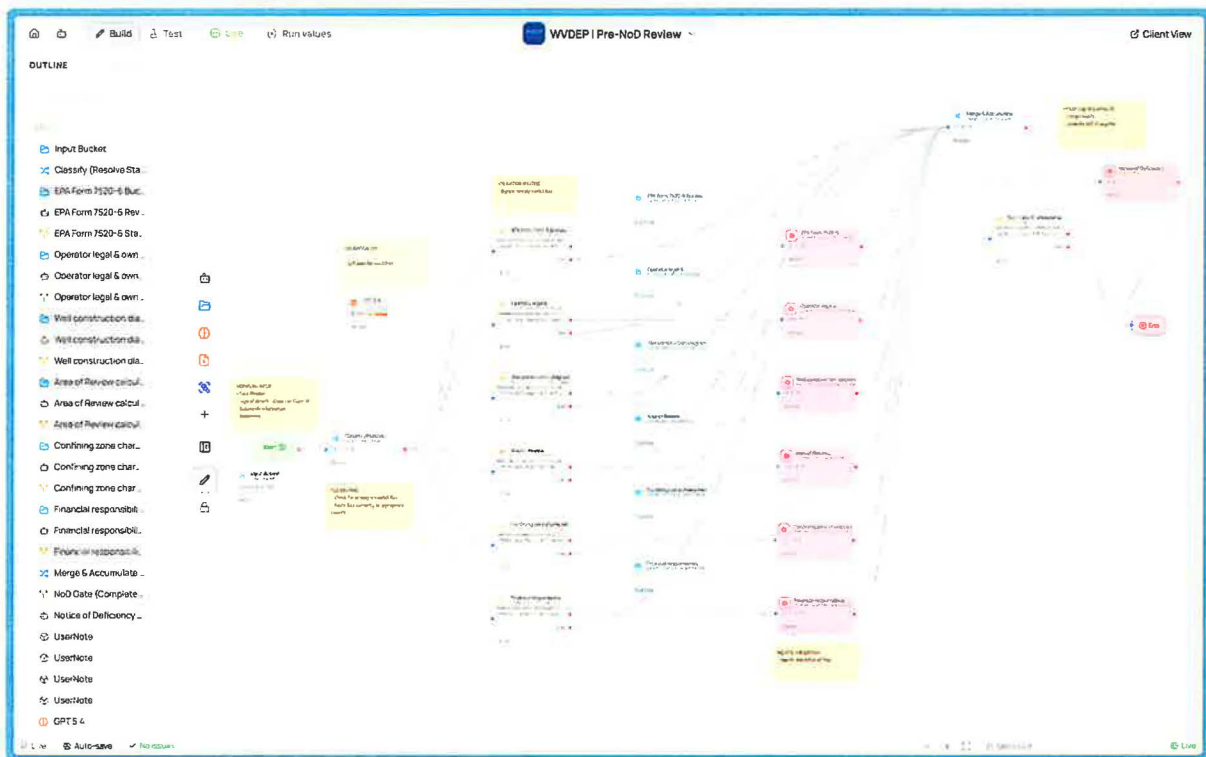


Figure 3 - The Pre-NoD Review agent builder canvas

### 7.3 Deployment Architecture

Characteristic	Specification
Cloud environment	FedRAMP Moderate authorized (AWS GovCloud or Azure Government)
FedRAMP boundary	All portal components, agent workflows, model APIs, and data processing reside within the boundary
Data residency	All WVDEP data stored exclusively in continental U.S. data centers
Availability	99.9% availability target (excluding scheduled maintenance)
Scalability	Elastic auto-scaling; supports 2-20 applications/year per RFP volumetrics
High availability	Multi-AZ deployment with failover
Platform	Containerized microservices (Kubernetes / EKS)

## SECTION 8.1: §4.3.2.1 GENERAL AUTOMATION AND DASHBOARD INTEGRATION

### §4.3.2.1.1 System Automation/Integration

Per Addendum #1, no integration with AppEnhancer, ERIS, or ESS legacy systems is required, and no AI write-back to ESS will be implemented. The following integrations are delivered/configured during implementation:

System	Integration Purpose	Method
WV One-Stop Shop Permitting (OSSP)	Reporting and payment processing	Secure REST API (integration during implementation)
OneLogin	External applicant and user authentication	SAML 2.0 / OpenID Connect (configuration)
Active Directory	Internal WVDEP user access and authentication	LDAP / Azure AD integration (configuration)
WVGES	Geological reference data retrieval	API / file-based interface (during implementation)
EPA SDWIS	USDW identification and cross-referencing	REST API (during implementation)
WV Office of Oil and Gas	Public API well records for AoR penetration identification	Public REST API (during implementation)

### §4.3.2.1.2 Dashboard Development

Optimoz AI already provides an agent-level dashboard (runs, token usage, status - divisible by user) and a global cross-agent dashboard. To satisfy the agency-embedded requirement, we deliver bespoke WVDEP dashboards inside the portal that consume the Optimoz developer APIs, so staff see metrics without leaving the agency surface. Dashboards support the licensing baseline of 4 administrative and 4 automation-builder users, plus reviewer/applicant access.

- All active applications, workflow states, agent job statuses, and processing logs
- Secure login with RBAC and role-differentiated views (admin, reviewer, supervisor)
- Real-time metrics: queue depth, pending HITL tasks, confidence scores, timelines
- Embeddable/linkable from the WVDEP website (authenticated)
- Audit-log explorer for decision-trace review and human decisions
- Token-usage metrics by application, phase, and user for cost transparency



Figure 4 - Agent run monitoring dashboard



Figure 5 - Agent token-usage/consumption dashboard

## SECTION 8.2: §4.3.2.2 UIC CLASS I AND CLASS VI AGENTIC AI PROCESSING

### §4.3.2.2.1 Digital Intake & Routing

The portal ingests applications from the web/e-form channel, mints a unique tracking number, and creates an electronic case file on submission. The Intake Router agent classifies Class I vs. Class VI and triggers the appropriate sub-workflows (AoR, financial responsibility, corrective action, well construction, CO<sub>2</sub> stream for Class VI). Per Addendum #1 (Q24), the Digital Intake Specialist for administrative review is prioritized for early delivery.

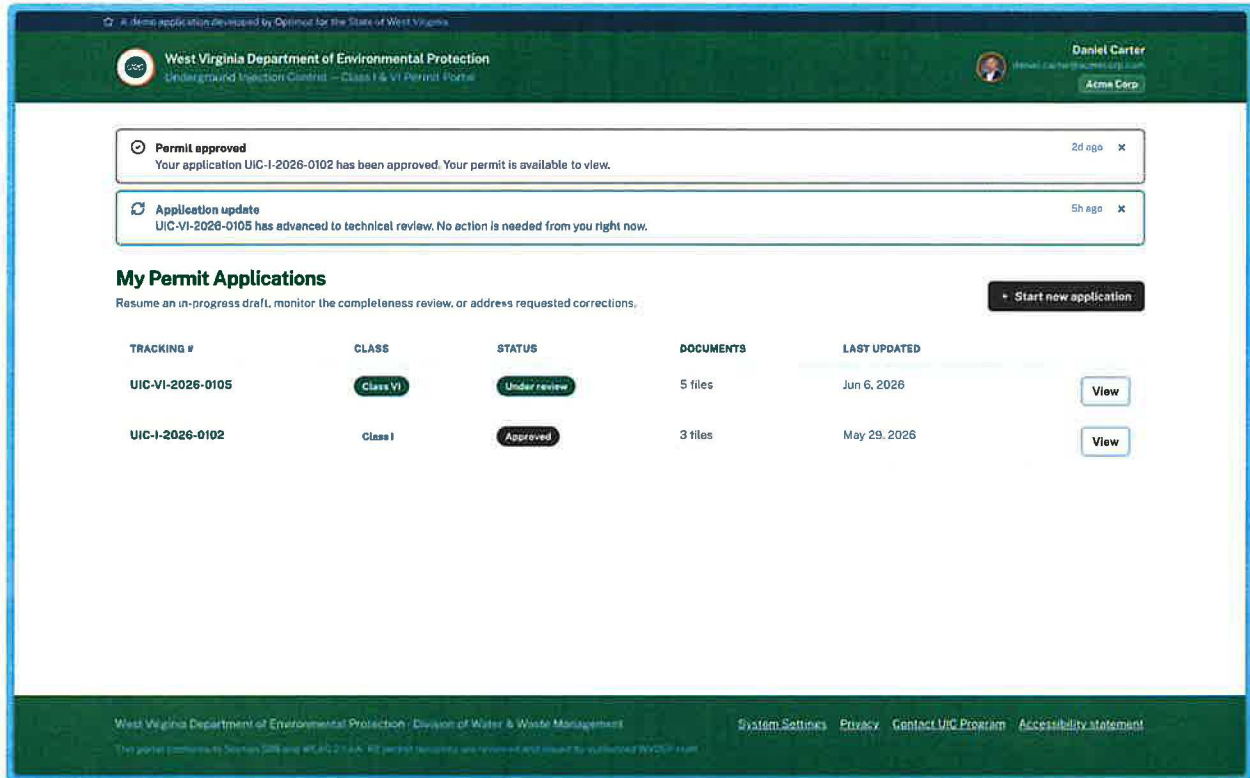


Figure 6 - Applicant home

A demo application developed by Optimoz for the State of West Virginia

West Virginia Department of Environmental Protection  
 Underground Injection Control - Class I & VI Permit Portal

Daniel Carter  
 Acme Corp

### New UIC Permit Application

Submit your complete Underground Injection Control package. A tracking number is created once you upload your first document; you can save and return to finish any time before submitting.

← My applications

- 1 Permit type
- 2 Applicant & facility
- 3 Document package
- 4 Review & submit

**Step 1 of 4: Permit type**

Which type of injection well are you applying for?  
 The digital intake specialist will confirm the class from your uploaded package.

**Class I – Industrial / Hazardous & Non-hazardous Waste**  
 Deep wells injecting hazardous or industrial waste below the lowermost USDW.  
 Fixed-radius Area of Review (4 miles)

**Class VI – Geologic Sequestration of Carbon Dioxide**  
 Wells used for long-term containment of a CO<sub>2</sub> stream in deep rock formations.  
 Computational-model-based Area of Review

Continue →

West Virginia Department of Environmental Protection / Division of Water & Waste Management  
 System Settings Privacy Contact UIC Program Accessibility statement

Figure 7 - Step 1: Select application type

A demo application developed by Optimoz for the State of West Virginia

West Virginia Department of Environmental Protection  
 Underground Injection Control - Class I & VI Permit Portal

Daniel Carter  
 Acme Corp

### New UIC Permit Application

Submit your complete Underground Injection Control package. A tracking number is created once you upload your first document; you can save and return to finish any time before submitting.

← My applications

- 1 Permit type
- 2 Applicant & facility
- 3 Document package
- 4 Review & submit

**Step 2 of 4: Applicant & facility**

**Applicant & Operator**  
 Legal entity responsible for the proposed injection activity.

**Operator legal name \***  
 Acme Corp.

**Contact email \***  
 danielcarter@acmecorp.com

**Facility & Site Location**  
 Physical location of the injection well(s).

**Facility name \***  
 Mercer Brine Well 2

**Well latitude (decimal degrees) \***  
 37.413554  
 e.g. 39.3289

**Primary contact name \***  
 Daniel Carter

**Contact phone \***  
 8881112222

**County (West Virginia) \***  
 Mercer

**Well longitude (decimal degrees) \***  
 -81.103754  
 e.g. -80.5612

← Back

Continue →

Figure 8 - Step 2: Application details

TRACKING NUMBER **UIC-I-2026-0107**

1 Permit type   2 Applicant & facility   3 Document package   4 Review & submit

### Step 3 of 4: Document package

Upload the documents that make up your Class I package. Accepted formats: PDF, XML, CSV, and GIS layers (Shapefile, GeoJSON, KML). Scanned documents are processed with OCR. Your tracking number is created as soon as your first document is uploaded.

- EPA Form 7520-6 (Permit Application) **Required** **PDF**  
 UIC-I-2026-0107\_EPA\_Form\_7520\_6\_Permit\_Application\_v1.pdf   [Replace](#) [Remove](#)
- Complete permit application package (PDF) **Required** **PDF**  
 UIC-I-2026-0107\_Complete\_permit\_application\_package\_PDF\_v1.pdf   [Replace](#) [Remove](#)
- Well construction diagrams & schematics **Required** **PDF**  
 UIC-I-2026-0107\_Well\_construction\_diagrams\_schematics\_v1.pdf   [Replace](#) [Remove](#)
- Area of Review calculations **Required** **PDF**  
 UIC-I-2026-0107\_Area\_of\_Review\_calculations\_v1.pdf   [Replace](#) [Remove](#)
- GIS layers (Shapefile / GeoJSON / KML) **Optional**  
 Drag & drop a file here, or use this button   [Choose file](#)

Your progress is saved against your tracking number. You can leave and finish later.   [Save & continue later](#)

[← Back](#)   [Continue →](#)

Figure 9 - Step 3: Upload documents (drag & drop)

Submit your complete application and request current package. A tracking number is created once you upload your first document. You can view and update the package before submitting.

← My applications

TRACKING NUMBER **UIC-I-2026-0107**

1 Permit type   2 Applicant & facility   3 Document package   4 Review & submit

### Step 4 of 4: Review & submit

Review your information before submitting for a fee package and tracking for administrative completion review.

<b>TRACKING NUMBER</b> UIC-I-2026-0107 <b>ROUTING</b> Class I Industrial waste workflow	<b>PERMIT CLASS</b> Class I <b>DOCUMENTS UPLOADED</b> 4 of 5
--	---

<b>Applicant &amp; Operator</b> OPERATOR LEGAL NAME Azme Corp. CONTACT EMAIL dan@curtisspencer.com	<b>EMAIL CONTACT NAME</b> David Carter CONTACT PHONE 6881112222
--	--

<b>Facility &amp; Site Location</b> FACILITY NAME Mercer Biomethan WELL LATITUDE (DECIMAL DEGREE) 37.413554	COUNTY (WEST VIRGINIA) Mercer WELL UTM/Easting (METER) -01102764
---	---

**Document package**

- EPA Form 7520-6 (Permit Application) **Required** **PDF**  
 UIC-I-2026-0107\_EPA\_Form\_7520\_6\_Permit\_Application\_v1.pdf   [View](#) [Uploaded](#)
- Complete permit application package (PDF) **Required** **PDF**  
 UIC-I-2026-0107\_Complete\_permit\_application\_package\_PDF\_v1.pdf   [View](#) [Uploaded](#)
- Well construction diagrams & schematics **Required** **PDF**  
 UIC-I-2026-0107\_Well\_construction\_diagrams\_schematics\_v1.pdf   [View](#) [Uploaded](#)
- Area of Review calculations **Required** **PDF**  
 UIC-I-2026-0107\_Area\_of\_Review\_calculations\_v1.pdf   [View](#) [Uploaded](#)
- GIS Layers (Shapefile / GeoJSON / KML) **Optional**  
 No documents

Every application is reviewed and decided by authorized WDEP staff.

[← Back](#)   [Submit application](#)

Figure 10 - Step 4: Review and submit

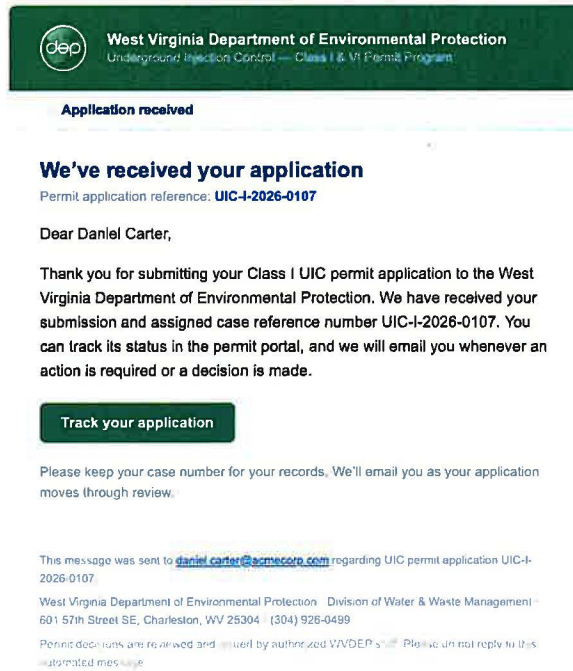


Figure 11 - Application received email notification

#### §4.3.2.2.1.2 Administrative Completeness Review

A checklist engine validates the package against Class I and Class VI requirements. WVDEP supplies the authoritative checklists during implementation; the engine is ready today.

**Class I checks:** project plans/site maps; AoR calculations; EPA Form 7520-6; facility location and legal description; operator identification; well construction (casing/cementing); injection-zone and confining-zone characterization; injection rates/volumes/pressures; injection-fluid characterization.

**Class VI additional checks:** detailed geologic characterization; Testing & Monitoring Plan (40 CFR 146.90); Injection Well Plugging Plan; Post-Injection Site Care (40 CFR 146.93); Emergency & Remedial Response Plan; Financial Responsibility; AoR computational-modeling documentation; CO<sub>2</sub> stream specifications.

**Signature & certification verification:** image-capable LLMs detect the presence/placement of required signatures and mandatory attestation language and flag gaps for human review. This uses models that are already strongest at such image tasks; a brief proof-of-concept and tuning during implementation calibrate confidence, with low-confidence determinations escalated to a senior reviewer (Addendum #1 Q33).

### §4.3.2.2.1.3 Technical Compliance Review

Structured extraction plus rule validation evaluates injection-zone properties, confining-zone integrity, USDW protection, well-construction design, and operating parameters. Findings are source-grounded (with the ability to pinpoint the originating page/region of a PDF), confidence-scored, presented for human validation, and retained with decision traces.

**West Virginia Department of Environmental Protection**  
 Margaret Reyes  
 WVDEP Admin

**SLA due date approaching**  
 UIC-VI-2026-0105 (Acme Corp) is nearing its 72-hour Pre-NoD review SLA.

**2 applications assigned to you**  
 UIC-VI-2026-0105 and UIC-VI-2026-0103 were newly assigned to you.

**Application updated by applicant**  
 UIC-I-2026-0106 was updated — the applicant resubmitted corrected documents.

**Permit Review Queue**  
 Submitted permit applications awaiting review. The AI assistant has prepared each step; select a case to review its output and act.

SUBMITTED APPLICATIONS: **7** CLASS VI: **3** CLASS I: **4**

My assigned applications: Class I, Class VI, Processing, In review, NoD issued, Completed, Approved, Denied

TRACKING #	OPERATOR / FACILITY	CLASS	APPLICATION STATUS	ASSIGNEE	LAST UPDATED	
UIC-I-2026-0107 <small>Submitted Jun 8, 2026</small>	Acme Corp. <small>Mercer Brine Well 2 - Mercer County</small>	Class I	Stage 1 of 6 - Pre-NoD Review <small>AI review running</small>	Margaret Reyes	Jun 8, 2026 - 11:44 PM	Open
UIC-I-2026-0106 <small>Submitted Jun 6, 2026</small> <small>NEW</small>	Ohio Valley Disposal LLC <small>Wherling Injection Site - Ohio County</small>	Class I	Stage 1 of 6 - Pre-NoD Review <small>AI review running</small>	Assign to me (Margaret Reyes)	Jun 8, 2026 - 5:15 AM	Open
UIC-VI-2026-0105 <small>Submitted Jun 4, 2026</small> <small>SLA DUE SOON</small>	Acme Corp <small>Manongahela CD, Hub - Manongahela County</small>	Class VI	Stage 1 of 6 - Pre-NoD Review <small>Awaiting decision</small>	James Whitfield	Jun 8, 2026 - 10:32 AM	Review
UIC-I-2026-0104	Kanawha Brine Solutions	Class I	Stage 1 of 6 - Pre-NoD Review	Priyo Nair Daniel Osei Karen Holloway	Jun 8, 2026 - 12:45 PM	Open

Figure 12 - Reviewer home page

West Virginia Department of Environmental Protection  
 Underground Injection Control - Class I & VI Permit Portal

Margaret Reyes  
 WYDEP Admin

← Back to queue

**UIC-I-2026-0107** Class I Awaiting your review

Acme Corp. - Mercer Brine Well 2 - Mercer County  
 Submitted: 2026-06-09 | Review round 1

**REVIEW STAGES:**

- Pre-NoD Review** Awaiting your decision
- Administrative Compliance Approval Pending
- AoR & Risk Validation Pending
- Technical Analysis Approval Pending
- Draft Permit Approval Pending
- Final Decision Pending

**Pre-NoD review timeline**

- Application submitted** Jun 9, 2026 3:41 AM  
 4 documents submitted for review:
  - UIC-I-2026-0107\_EPA\_Form\_7520\_6\_Permit\_Application\_v1.pdf (v1)
  - UIC-I-2026-0107\_Calculate\_permit\_application\_package\_PDF\_v1.pdf (v1)
  - UIC-I-2026-0107\_Well\_construction\_diagrams\_schematics\_v1.pdf (v1)
  - UIC-I-2026-0107\_Area\_of\_Review\_calculations\_v1.pdf (v1)
- Case assigned** Jun 9, 2026 3:44 AM  
 Assigned to Margaret Reyes
- Document completeness - your decision** Now  
Blocking errors found - a Notice of Deficiency is required.

**EPA Form 7520-6 (Permit Application)** [Info] [Passed]  
 EPA Form 7520-6 appears administratively complete

**INFOS**

Prototype/simulation mode: the administrative-completeness result for EPA Form 7520-6 was mirrored exactly from the upstream forced\_valid input for this Class I context.

**UIC-I-2026-0107\_EPA\_Form\_7520\_6\_Permit\_Application\_v1.pdf** [View] [PDF]  
 v1 - asset: 6a27b790131a03ff8973396c

[Complete permit application package \(PDF\)](#)

Figure 13 - AI generated Pre-NoD review

**Drafted Notice of Deficiency** [Hide draft letter]

**Draft Notice of Deficiency - Administratively Incomplete Class I UIC Permit Application**

The Class I UIC permit application is administratively incomplete because the required operator legal and ownership information is insufficient: the operator's full legal entity name, legal status/ownership structure, and authorized representative information were not adequately provided.

- Error** **Operator legal & ownership information:** Operator legal and ownership information is not provided; the submitted text appears to be an unrelated spreadsheet and does not identify the class I operator's full legal entity name. - Submit operator legal and ownership information that clearly states the operator's full legal name exactly as registered with the applicable state or jurisdiction.
- Error** **Operator legal & ownership information:** The operator's legal status/ownership structure is missing (for example, corporation, LLC, partnership, sole proprietorship, or other ownership form). - Provide the operator's legal entity type and ownership/legal status, including any business registration details used to establish the entity.
- Error** **Operator legal & ownership information:** No authorized representative information is provided for the operator, including name, title, mailing address, phone number, and email/contact details. - Add the authorized representative's full name, official title, business mailing address, telephone number, email address, and any required signature/authorization information.

Subject: Draft Notice of Deficiency - Administratively Incomplete Class I UIC Permit Application

Dear Applicant,

West Virginia Department of Environmental Protection (WVDEP) staff conducted a pre-Notice of Deficiency administrative-completeness review of your Class I Underground Injection Control (UIC) permit application. Based on that review, the application is administratively incomplete and cannot proceed further until the deficiencies identified below are corrected.

The deficiencies noted at this stage relate to the operator legal and ownership information. Please review and resubmit the corrected materials for the items listed below. For completeness, items identified as warning level deficiencies may be subject to reviewer discretion; however, the deficiencies listed below are error-level items and must be cured before the application can proceed.

Deficiency / Missing items

- Operator legal & ownership information**
  - Criticality: Error
  - Deficiency: Operator legal and ownership information is not provided; the submitted text appears to be an unrelated spreadsheet and does not identify the Class I operator's full legal entity name.
  - Required submitted to cure: Submit operator legal and ownership information that clearly states the operator's full legal name exactly as registered with the applicable state or jurisdiction.
- Operator legal & ownership information**
  - Criticality: Error
  - Deficiency: The operator's legal status/ownership structure is missing (for example, corporation, LLC, partnership, sole proprietorship, or other ownership form).
  - Required submitted to cure: Provide the operator's legal entity type and ownership/legal status, including any business registration details used to establish the entity.
- Operator legal & ownership information**
  - Criticality: Error
  - Deficiency: No authorized representative information is provided for the operator, including name, title, mailing address, phone number, and email/contact details.
  - Required submitted to cure: Add the authorized representative's full name, official title, business mailing address, telephone number, email address, and any required signature/authorization information.

Reason Summary

Figure 14 - AI drafted Notice of Deficiency (NoD)

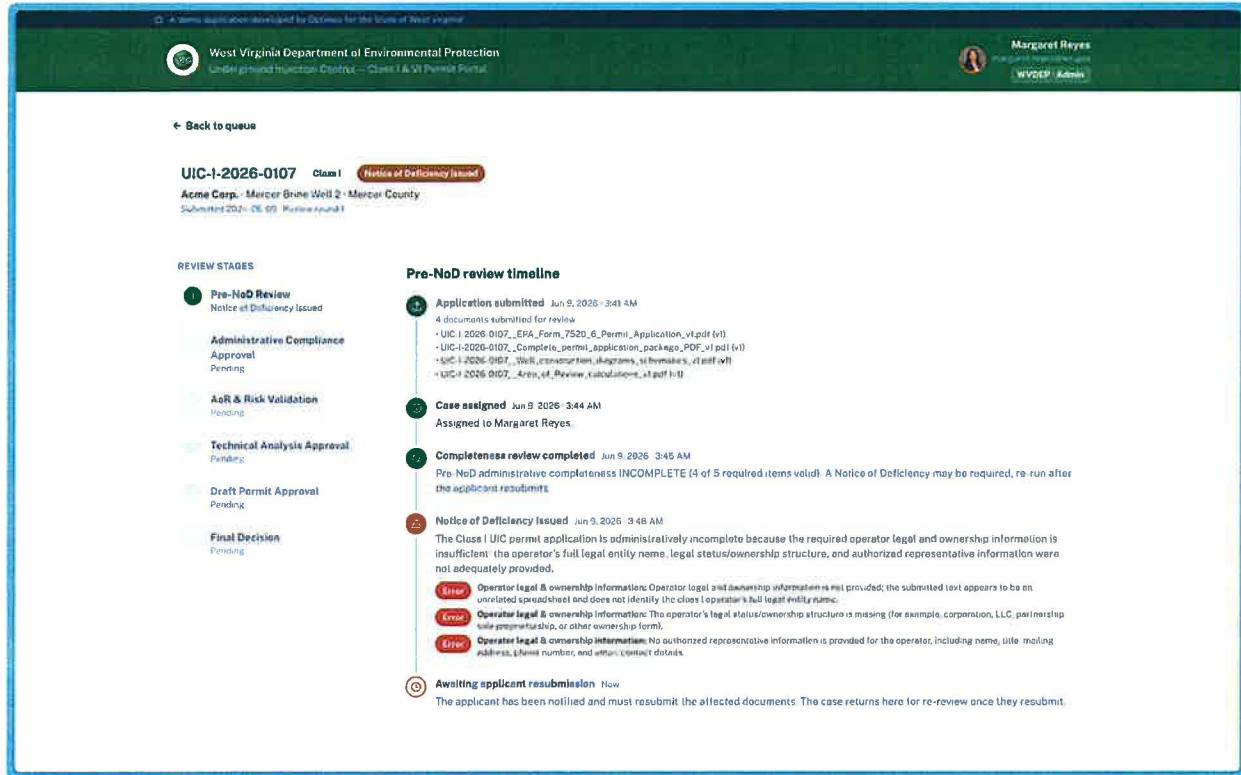


Figure 15 - Notice of Deficiency (NoD) issued by reviewer

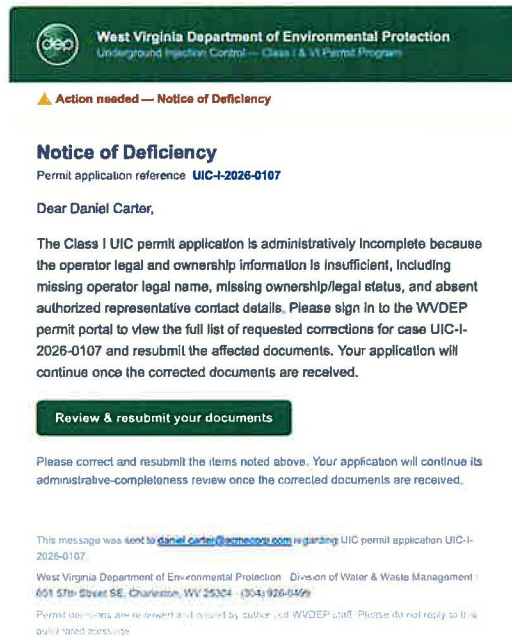


Figure 16 - Notice of Deficiency (NoD) email sent to applicant

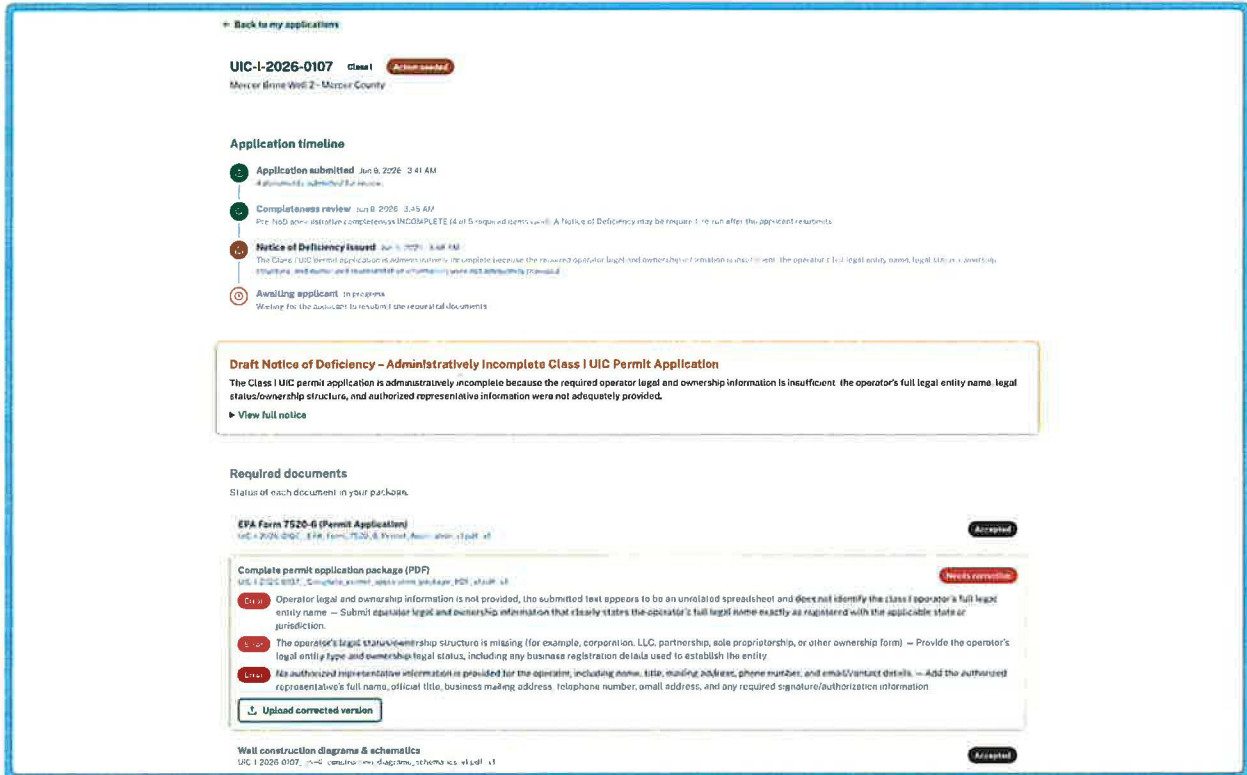


Figure 17 - Applicant facing NoD review and resubmission screen

### §4.3.2.2.2 Rag and Source Grounding

We ground all outputs with a combination of ReAct-style retrieval over vector databases and direct file query, with built-in OCR. The knowledge base spans federal regulations (40 CFR Parts 124, 146 Subparts B/G/H), state rules (47 CSR 13, 47 CSR 64), EPA guidance, WVGES geological data, WV Oil & Gas records, EPA SDWIS, WVDEP SOPs, and submitted application documents. Every finding carries citations to the specific source and location. Freshness is enforced via source curation, indexing governance, versioning/recency controls, confidence thresholds, and citation enforcement. GraphRAG (relationship mapping across regulations, formations, penetrations, and permit history) is incorporated where corpus scale or relationship reasoning warrants it.

### §4.3.2.2.3 Hallucination Mitigation

Layer	Mechanism	Effect
Retrieval grounding	Every assertion tied to a cited source	System refuses unsupported conclusions
Confidence thresholds	Low-confidence outputs flagged/escalated	Enhanced human review (Addendum #1 Q33)
HITL gates	Six mandatory checkpoints	AI cannot issue, deny, or finalize
Cross-validation	Applicant data vs. reference databases	Discrepancies flagged

Layer	Mechanism	Effect
Output validation	Schema validation before display	Catches malformed/nonsensical output
Adversarial protection	Prompt-injection/abuse filtering	Prevents unsafe or out-of-scope actions

**§4.3.2.2.4 / §4.3.2.2.5 Validation, Citations & Explainability**

Continuous validation includes adversarial testing, malicious-request filtering, safe-action enforcement (policy-based scope limits), RBAC/MFA at all access points, permission-aware retrieval, and model-drift monitoring. Every AI output includes source citations (document, section, page), numerical confidence, step-by-step rationale, and the applicable regulatory provision, with human override at each gate captured in the audit record (Addendum #1 Q34, Q60).

*Example: "Finding: AoR documentation appears incomplete. Basis: Section 3.2 cites a ¼-mile fixed radius, but no computational-model documentation was found for the Class VI well as required by 40 CFR 146.84(b). Confidence: 94%. Source: 40 CFR 146.84(b); p.2 of submission."*

**SECTION 8.3: §4.3.2.3 GEOSPATIAL ANALYSIS AND GIS INTEGRATION**

Per Addendum #1 (Q67, Q68), WVDEP performs advanced geospatial modeling in ESRI desktop/enterprise software; the AI system integrates GIS review outputs into the permitting workflow rather than replicating full GIS analysis. The AoR decision logic is ready today; GIS-layer ingestion and visualization are a targeted enhancement delivered during implementation, sized to the confirmed use case.

Capability	Approach	Readiness
AoR logic - Class I	Identify/flag the ¼-mile fixed-radius requirement; validate coverage; cross-reference WVGES & WV O&G for penetrations	Ready
AoR logic - Class VI	Structured accounting of modeling parameters; validate completeness vs. WVGES; integrate reviewer ESRI results (no reservoir simulation by AI, per Q2)	Ready/ Configure
GIS layer ingestion	Shapefile (.shp/.dbf/.shx), GeoJSON, KML/KMZ; coordinate normalization (e.g., NAD83/UTM 17N); topology validation	Enhance
CAD/DWG	Vision processing and/or conversion to structured fields	Enhance
2D/3D visualization	Bespoke map/visualization UI elements in the portal	Enhance
PDF-embedded maps	Vision-agent extraction	Ready

**§4.3.2.3.2 Data Integration and Conflict Detection**

The platform acts as a data-correlation hub, integrating applicant data with WVGES, EPA SDWIS, WV Office of Oil & Gas records, property/plat data, and WVDEP databases to detect

overlapping subsurface rights, existing injection permits, and inconsistencies across reference systems. The correlation adapters and conflict rules are built during implementation against WVDEP-provided specifications (Addendum #1 Q63).

## **SECTION 8.4: §4.3.2.4 DOCUMENT PROCESSING AND AI DRAFTING**

### **§4.3.2.4 / §4.3.2.4.1 Ingestion, OCR & Engineering Drawings**

The platform ingests and extracts from PDF (native and scanned via built-in OCR), XML, CSV, well logs, and standard permit forms, with traceability back to source pages/regions and document classification. For engineering drawings, schematics, and CAD-related artifacts, image-capable LLMs extract attributes such as casing depths, cement thickness, and tubing/packer placement today; where higher precision is warranted, our LLM training pipeline supports an optional fine-tuned vision model - an enhancement, not a new capability.

#### **§4.3.2.4.2 AI Draft Permit Generation**

The Draft Generation agent produces draft permits from WVDEP templates (supplied during implementation), pre-populating facility information, well-construction requirements, operating limits, monitoring/reporting, plugging/abandonment, and general conditions. For Class VI it adds approved AoR with reevaluation schedule, corrective action, CO<sub>2</sub> stream specifications, TMP conditions, emergency response, and PISC. All drafts are subject to mandatory HITL review (Gate 5); staff retain final authority. The platform generates PDF and DOCX with proper formatting.

#### **§4.3.2.4.3 / §4.3.2.4.4 Completeness Determination & Notice of Deficiency**

Completeness is checked against standardized Class I/VI checklists. When deficiencies are found, the system drafts a Notice of Deficiency that itemizes each missing/insufficient item with regulatory citations, using WVDEP templates, in email or letter form. The draft routes to HITL Gate 1 and is never sent autonomously; the reviewer edits, approves, or rejects it. On resubmission, only changed sections are re-reviewed (Addendum #1 Q43).

#### **§4.3.2.4.5 Public Notice Document Generation**

The platform generates 40 CFR 124-compliant public-notice packages: plain-language fact sheets, notification recipient lists derived from case/location metadata and configured distribution rules, and automatic comment-period deadline calculation (30-day minimum for Class I; 45-day for Class VI), using WVDEP templates.

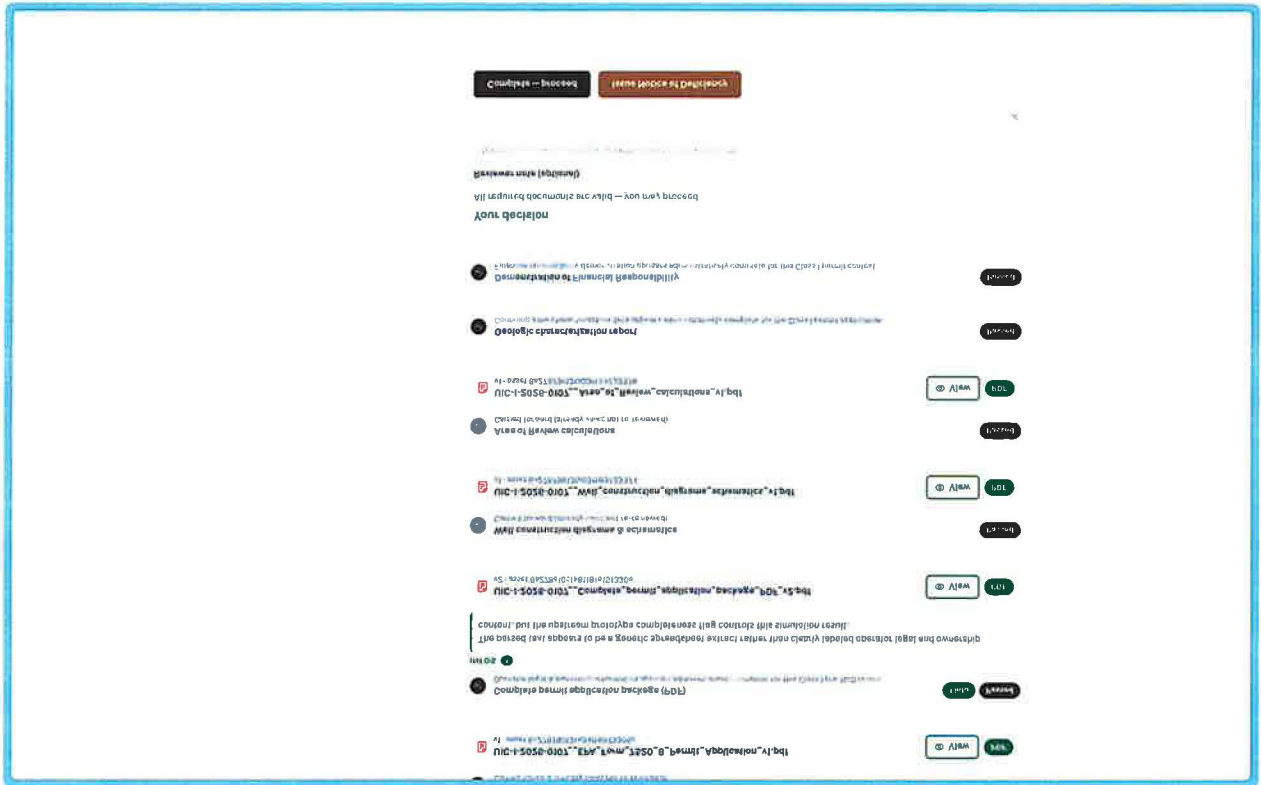


Figure 18 - Reviewer approves Pre-NoD review step once applicant has satisfied all requirements

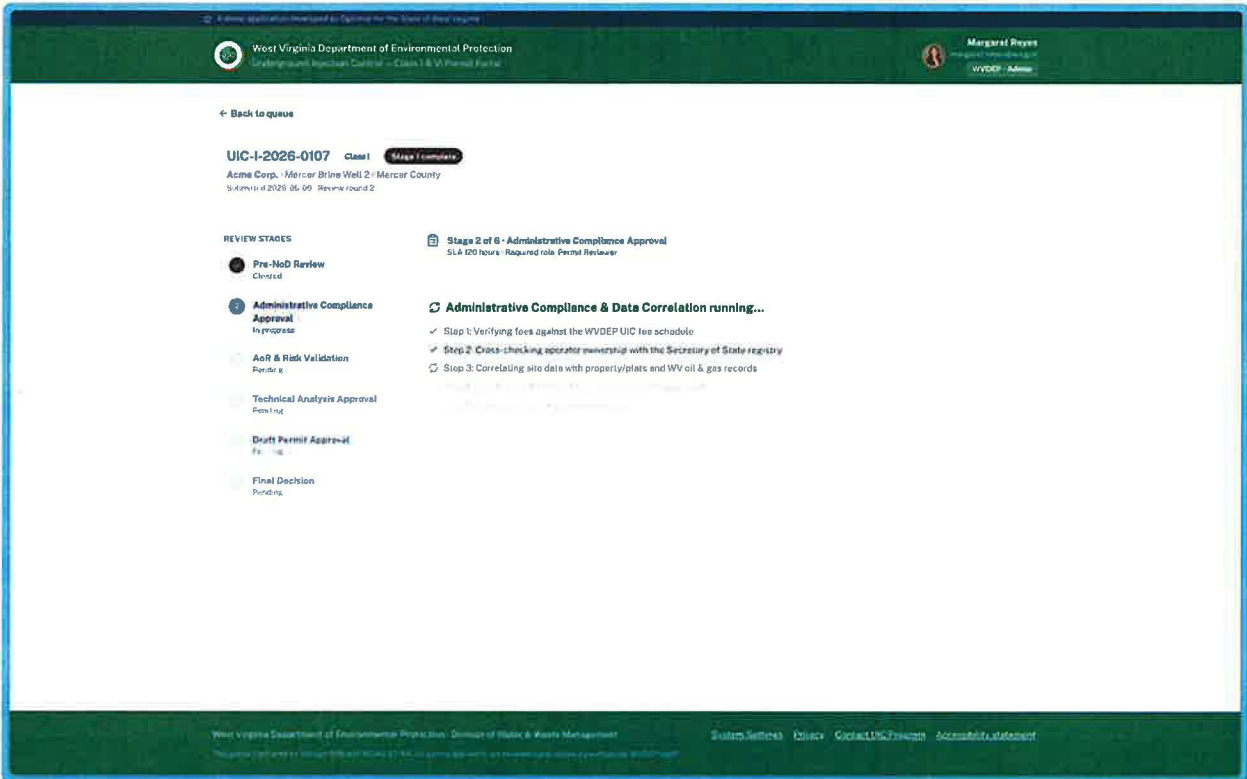


Figure 19 - AI reviewing for administrative compliance

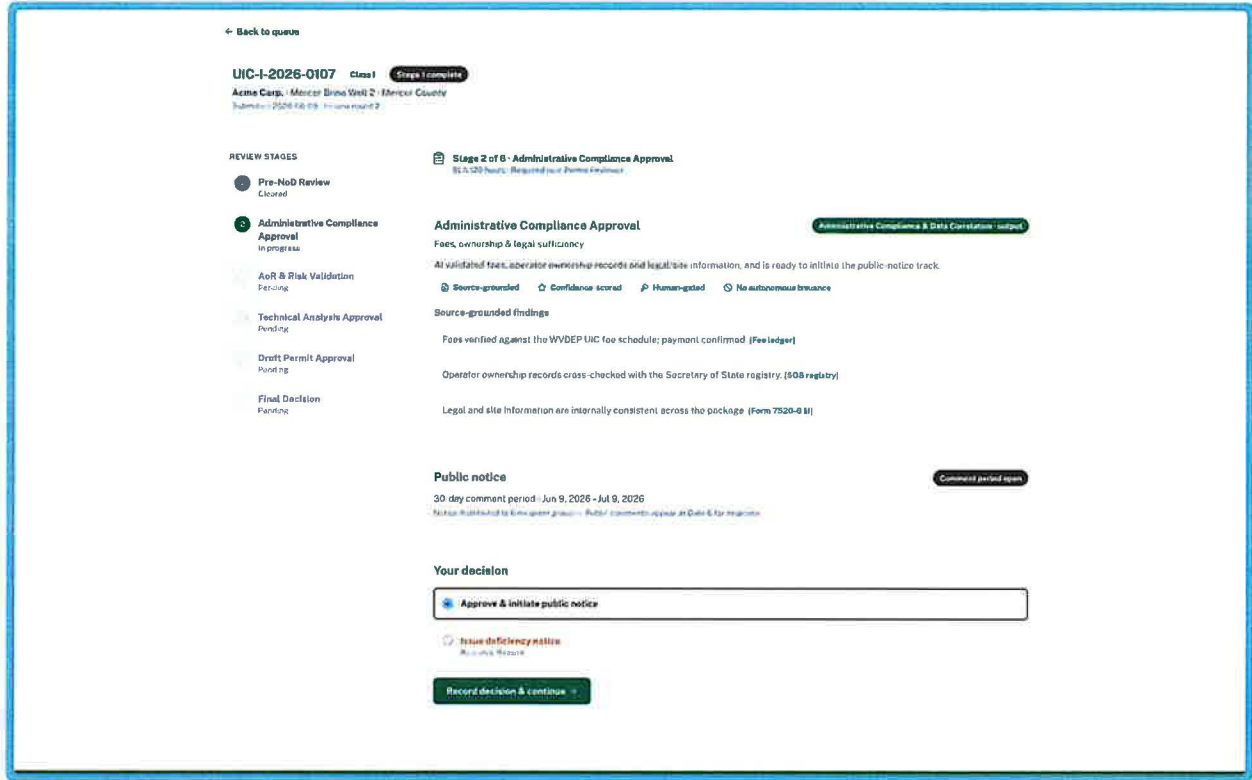


Figure 20 - Open the application for public comment

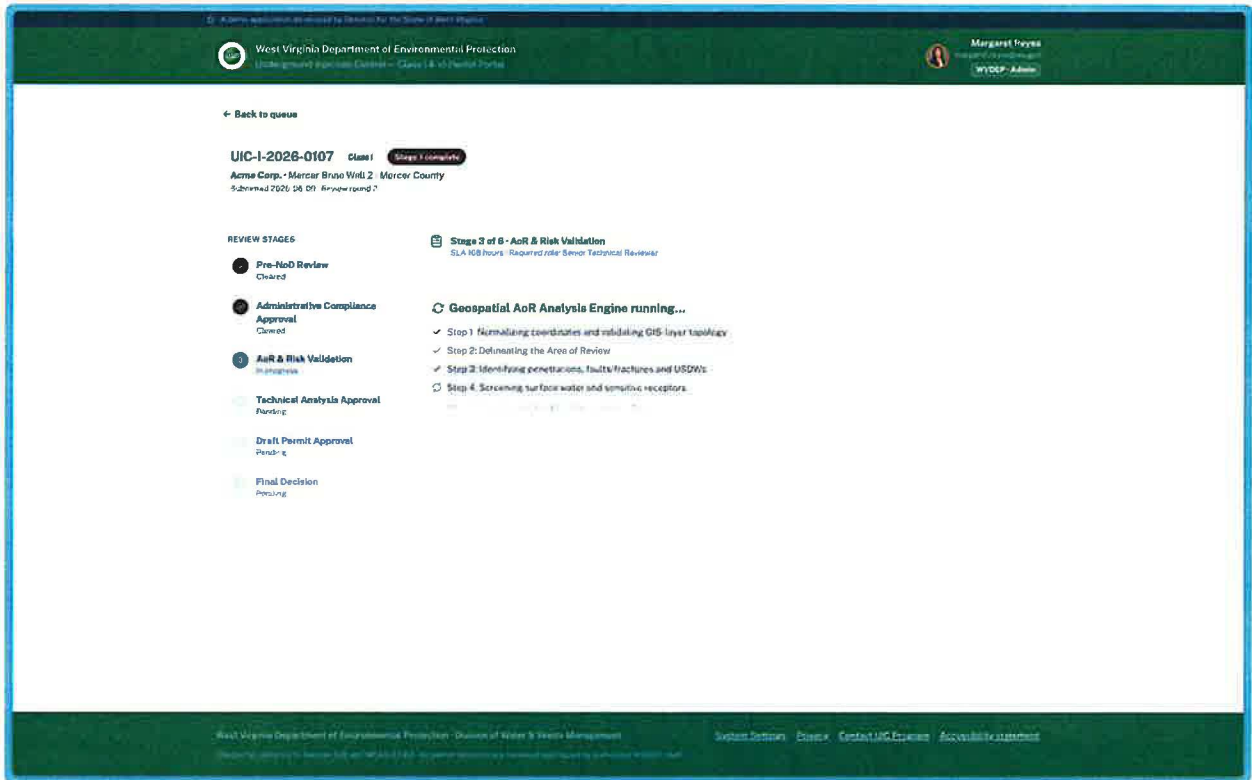


Figure 21 - AI powered AoR and Risk Validation

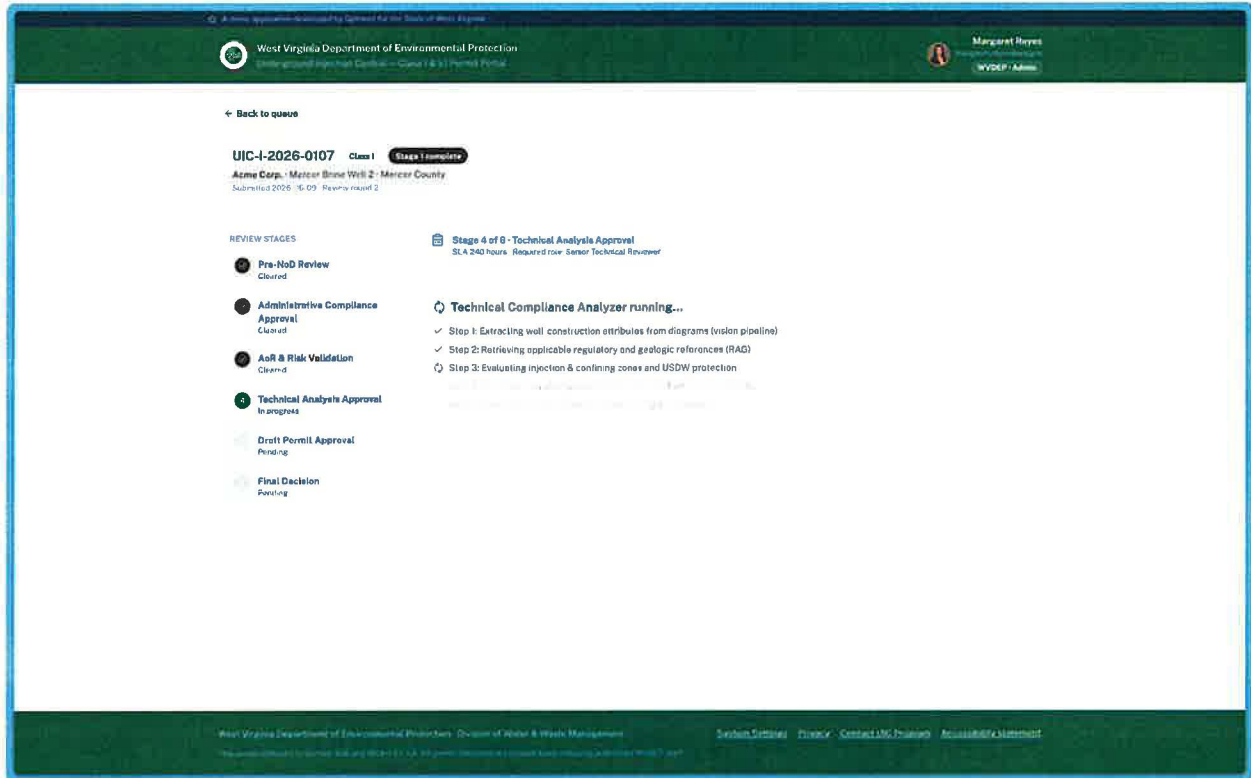


Figure 22 - AI powered technical analysis

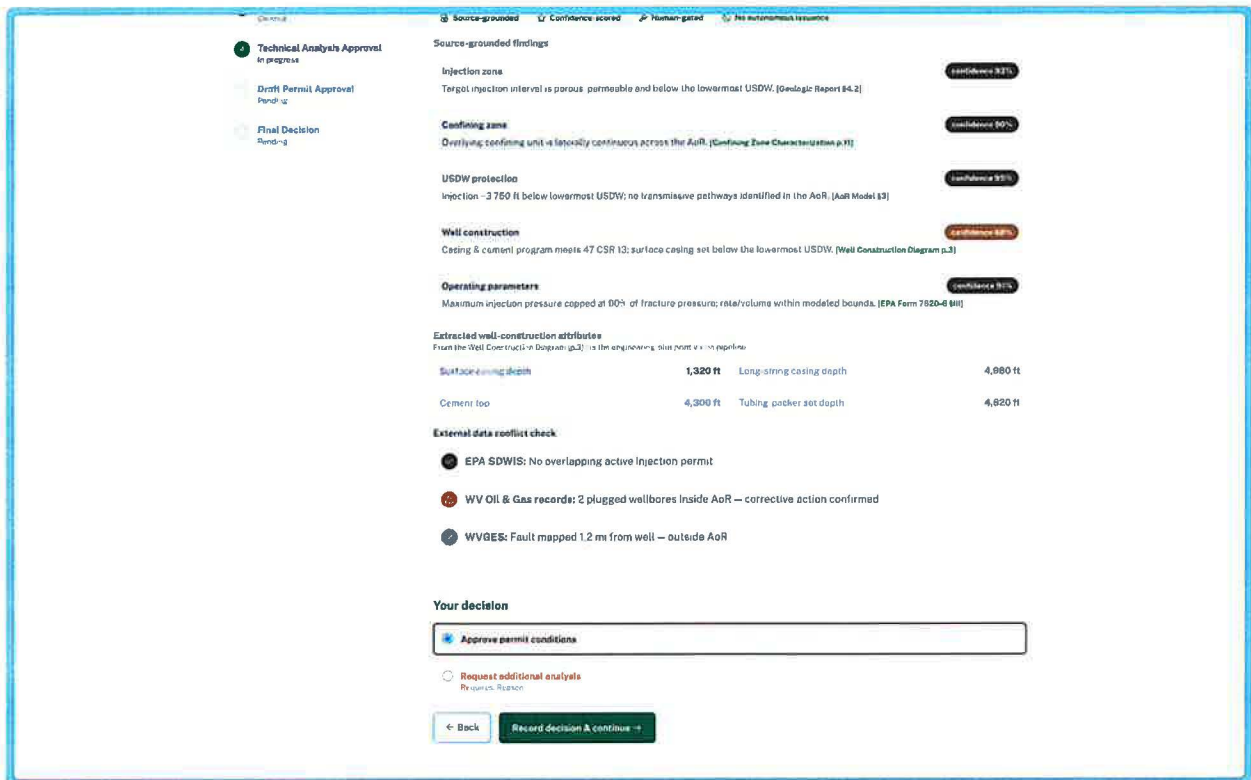


Figure 23 - Technical analysis stage gated for human review

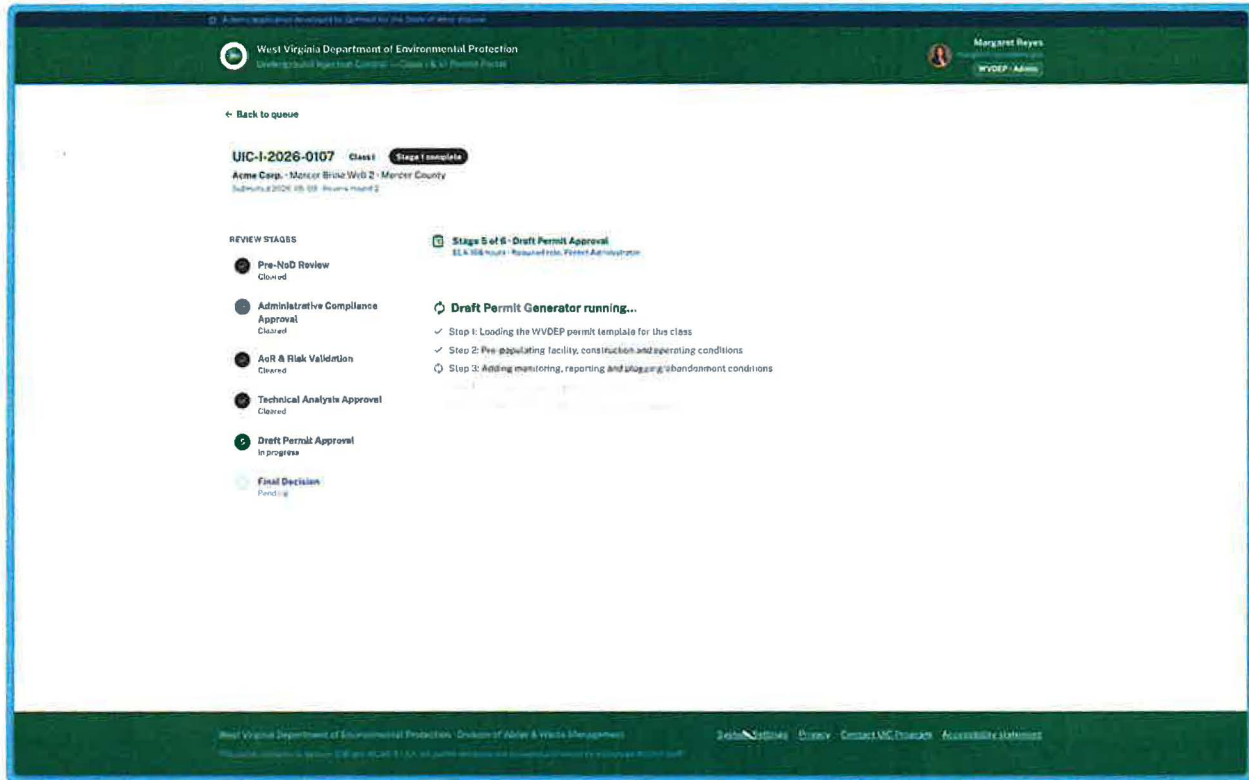


Figure 24 - Generating draft permit

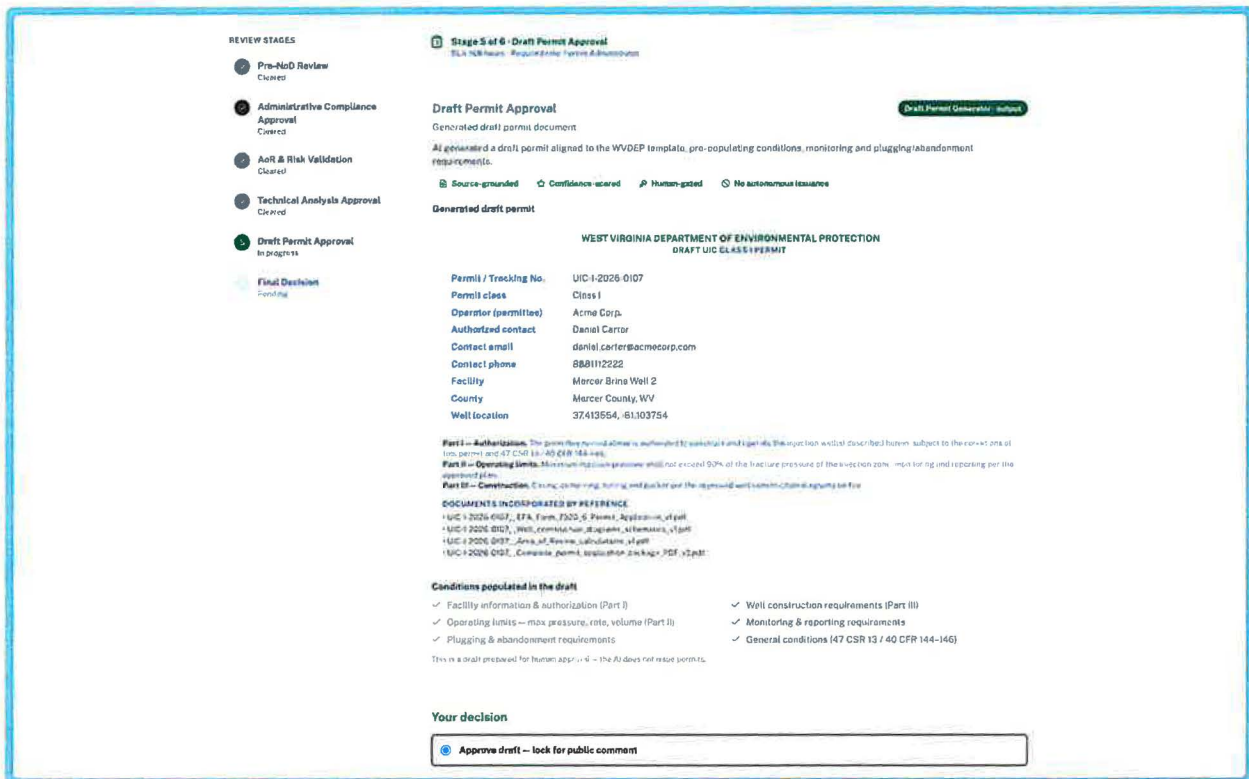


Figure 25 - AI generated draft permit

### §4.3.2.4.6 Public Comment Intake & Response to Comments

Public comments (50-1,000 per application per Addendum #1 Q41) are ingested, classified by topic, and flagged when substantive. Draft per-comment responses are generated from a regulatory response library (seeded with WVDEP templates per Q42). The Response-to-Comments agent compiles a consolidated, public-release document grouping comments by theme with the agency response, published to the public docket before the final decision.

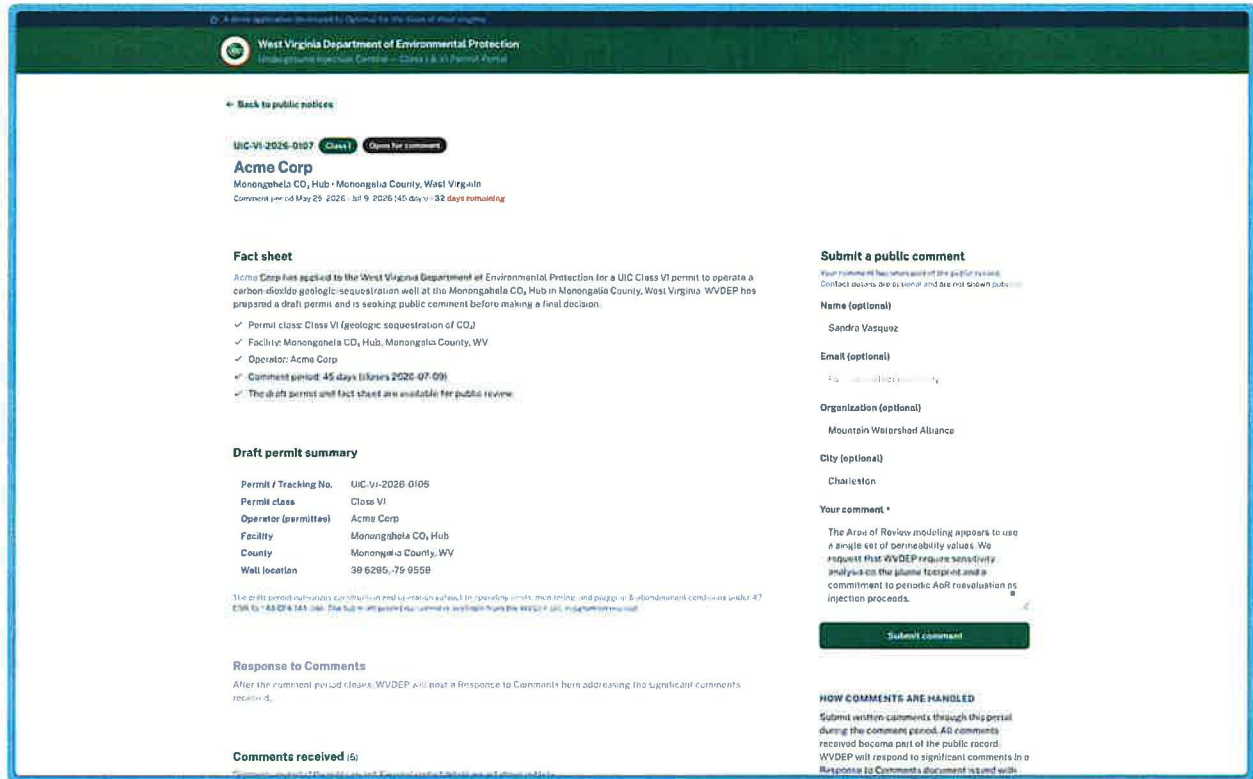


Figure 26 - Public comment submission page

## SECTION 8.5: §4.3.2.5 WORKFLOW INTEGRATION

### §4.3.2.5.1 Secure Submission Handling

- Applications submitted through the WVDEP UIC portal via the e-form procedure
- Unique tracking number generated immediately on submission
- Electronic case file created automatically with documents, metadata, and processing records
- Authenticated channels only (SSO/OneLogin for external; Active Directory for internal); no unauthenticated public submission of applications (Addendum #1 Q75)

**§4.3.2.5.2 / §4.3.2.5.3 Agency Logs, Auditability & Decision Trace**

Each application has an adjacent agency log capturing all agent actions, comments, and decisions, retained for a minimum of 5 years (Addendum #1 Q46) and accessible to WVDEP at any time. Optimoz AI records a per-step decision trace with confidence scores and source references in dedicated audit tables. Per Addendum #1 (Q60), the State accepts comprehensive audit records - prompts, extracted data, source documents, confidence scores, validation results, reviewer actions, overrides, and approvals - as evidence of AI reasoning; our records provide exactly this.

**§4.3.2.5.4 Mandatory Human-in-the-Loop (HITL) Decision Gates**

The portal enforces six mandatory HITL gates. At each gate the agent prepares the work and pauses; the workflow cannot advance without an authorized reviewer’s digital sign-off. All six are demonstrated in the built prototype.

Gate	Trigger	Required Human Action
1 - Pre-NoD Review	Intake complete; documents checked	Verify deficiencies; approve/modify draft NoD
2 - Administrative Compliance	Fees verified; ownership validated	Approve compliance; initiate public-notice process
3 - AoR & Risk Validation	Parameters extracted; AoR delineated	Review AoR/risk; set expedited vs. standard track
4 - Technical Analysis	Technical review complete	Validate findings; approve permit conditions
5 - Draft Permit Approval	Draft permit generated	Review/edit conditions; lock for public comment
6 - Final Decision	Comment period complete; RtC prepared	Issue or Deny - AI cannot issue a permit

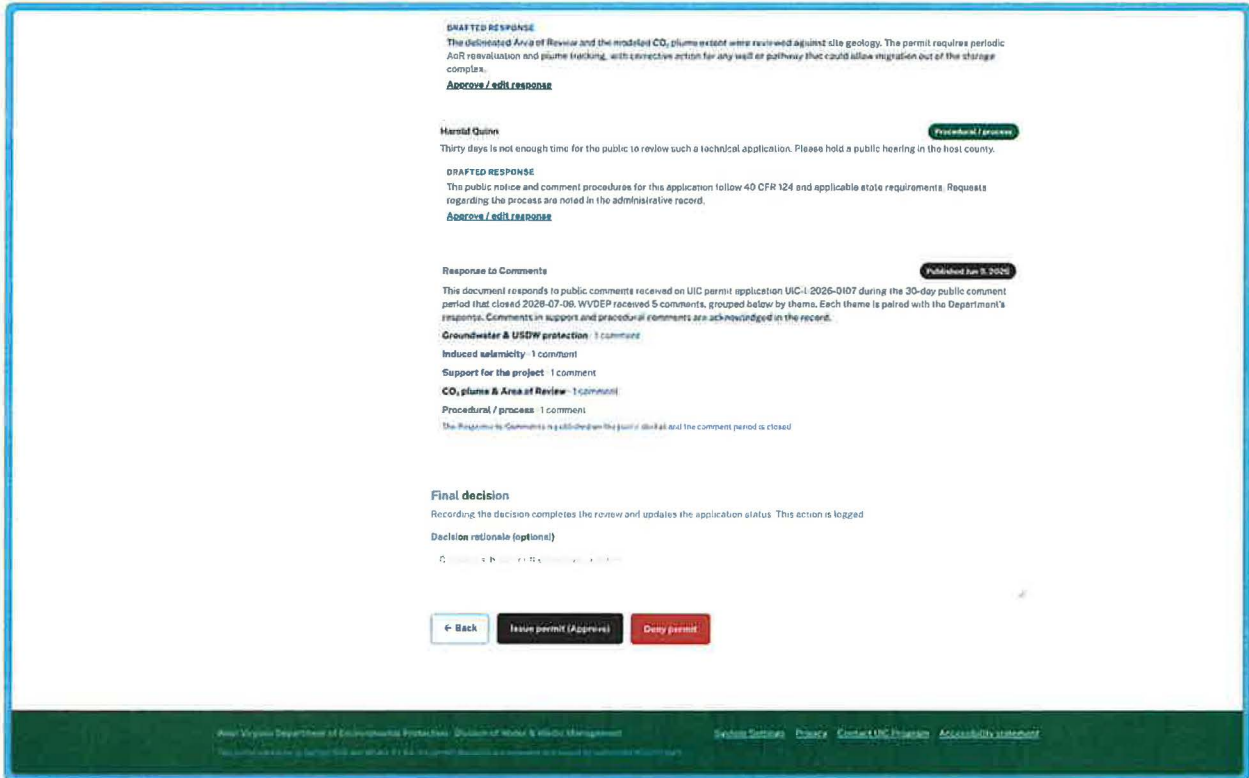


Figure 27 - After comment period is over, Response to Comments is generated using AI

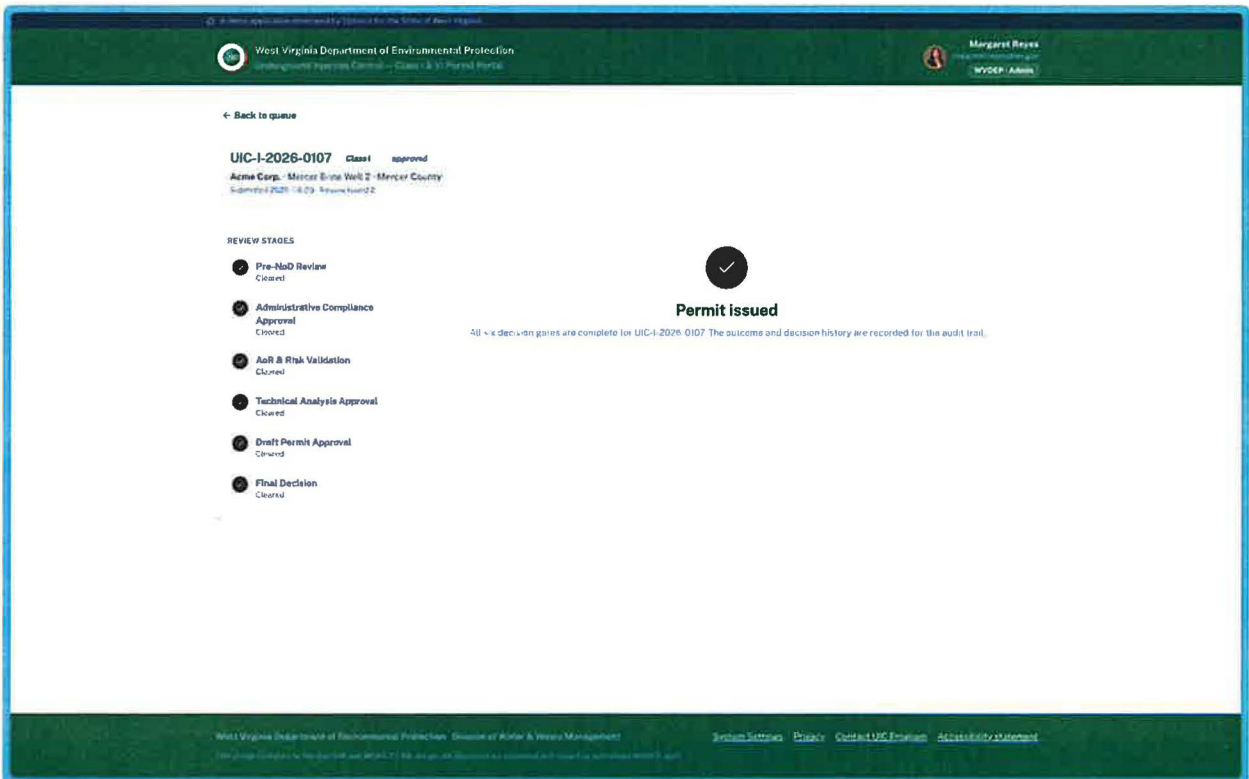


Figure 28 - Permit is approved and issued after final human approval

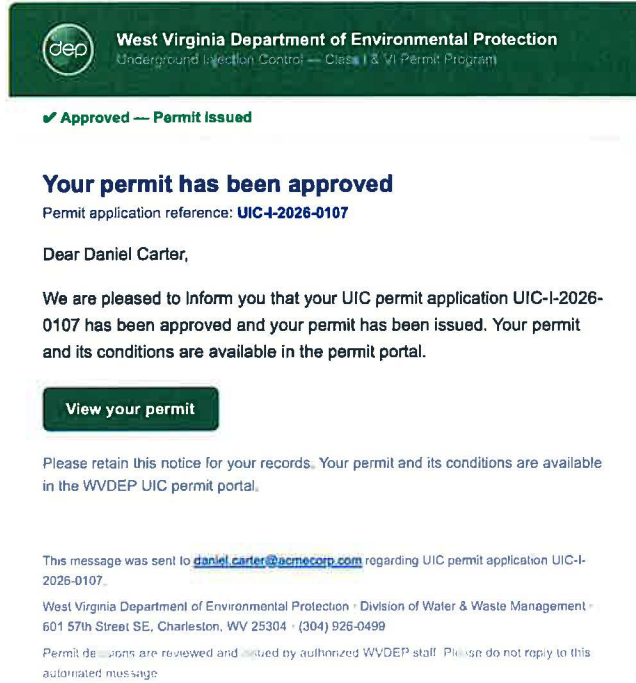


Figure 29 - Approved permit notification email sent to applicant

## SECTION 8.6: §4.3.2.6 AI TOKEN USAGE AND COST MANAGEMENT

NOTE: Token unit pricing appears only in the separately sealed Cost Proposal. This section describes the governance model without dollar amounts.

- **Transparent metering:** token consumption tracked per agent, per run, and attributable per user, with a per-million-token (MTok) unit price firm-fixed for the life of the contract including renewals and change-order overages (Addendum #1 Q5).
- **Budget controls:** configurable caps at application/phase/workflow levels; automated alerts at threshold; throttling for non-critical processing; the 250 MTok contractual cap enforced with overages via Change Order at the original unit price.
- **Optimization:** intelligent chunking, summarization, caching of regulatory/reference text, model routing (small models for simple tasks), and incremental re-review of changed sections only (Addendum #1 Q43).
- **Reporting:** monthly usage reports by application/phase/user; real-time dashboard against the cap; 80%/90% alerts; per-application cost tracking; CSV export.
- **Protections:** no renegotiation for overages; WVDEP may audit usage at any time; LLM-agnostic architecture avoids single-vendor lock-in.

## SECTION 8.7: §4.3.2.7 HITL WORKFLOW INTERFACE AND LEGACY SYSTEM

### INDEPENDENCE

The bespoke WVDEP portal is the self-contained, browser-based HITL workspace for all AI-to-human and human-to-AI interaction. It operates entirely independently of WVDEP legacy systems (ERIS, ESS, AppEnhancer), requires no workstation installation, provides role-based views, presents findings and drafts in a structured format, supports digital sign-off and override at each gate, and retains complete interaction history.

**Human-mediated legacy updates (Addendum #1 Q18):** the system does not write back to ESS or any legacy system. The reviewer completes the HITL task in the portal; the system generates an export package (status updates, data summaries, documents); WVDEP staff manually update legacy records. This preserves legacy-system integrity with no automated write-back.

## SECTION 9.1: §4.3.3.1 DATA INTEGRATION AND REGULATORY COMPLIANCE

### §4.3.3.1.1 Format Support

Format	Support
XML	Full - structured extraction
CSV	Full - tabular processing
PDF (native & scanned)	Full - including scanned via built-in OCR
Well logs	Supported - structured extraction
Standard permit forms (EPA Form 7520-6)	Full
GIS layers (Shapefile, GeoJSON, KML)	Ingestion + workflow integration added during implementation
CAD / DWG	Vision processing / conversion - enhancement during implementation

### §4.3.3.1.2 Compliance Engine & Watchdog Agent

An adaptable rules engine encodes Class I/VI requirements (40 CFR Part 146 Subparts B/G/H; 47 CSR 13 & 64; WVDEP SOPs supplied during implementation per Q23) with configurable updates. A dedicated Regulatory Monitoring (Watchdog) agent tracks the Federal Register, EPA guidance, and State Legislature feeds, alerting staff to changes and suggesting compliance-logic updates; alert turnaround and update process are finalized in discovery (Q52).

### §4.3.3.1.3 External System Integration

Integration via REST APIs, database access, and file-based interfaces as appropriate. WVDEP provides technical documentation, data dictionaries, and API specifications during discovery (Q63).

## SECTION 9.2: §4.3.3.2 SECURITY AND DEPLOYMENT

**Encryption:** TLS 1.3 in transit; AES-256 at rest using FIPS 140-2 validated modules; all backups encrypted in transit and at rest.

**Access control:** RBAC enforced today; MFA for all users; principle of least privilege; SSO via SAML 2.0 / OpenID Connect configured to WVDEP identity systems (OneLogin for external, Active Directory for internal).

Role	Access Level
Administrative staff (4)	Full dashboard access, monitoring, reporting
Automation builders (4)	Create/adjust automations via web interface
Technical reviewers	HITL task access, finding review, override
Supervisors	Approval authority at administrative-compliance gate
Senior technical reviewers	Technical-analysis approval authority
Permit administrators	Final decision authority

Role	Access Level
------	--------------

External applicants                      Application submission and status only

**Privacy & PII/CBI:** automated PII/CBI detection and masking before any model call; data minimization; no secondary use or model training that benefits other customers without written consent; U.S.-only data residency; compliance with WV WVOT AI Software Guidelines.

**Hosting:** FedRAMP Moderate authorized cloud (AWS GovCloud or Azure Government); the entire application, workflows, model APIs, and data processing reside within the boundary (Addendum #1 Q22); FedRAMP documentation from the platform provider supplied (Q57).

**Assessments:** annual third-party penetration testing (results shared within 30 days); continuous vulnerability scanning; critical patches within 30 days; certifications completed concurrently with project work, ensuring completion prior to go-live (Q4).

### SECTION 9.3: §4.3.3.3 SUPPORT AND MAINTENANCE

Support and maintenance, including the stabilization warranty, commences upon written System Acceptance by WVDEP (successful demonstration and testing of all requirements, including training, with all users able to perform their roles).

Element	Description
Support hours	Standard business hours at minimum; extended options available
Configuration	Assistance with configuration and cloud cost/efficiency optimization
Troubleshooting	Issue resolution and secure remote connection support
Dedicated TAM	Technical Account Manager as primary technical contact
Monthly service reviews	Performance, usage, and issue assessment
Quarterly business reviews	Strategic alignment and roadmap
Training	Additional staff training as needed
Stabilization warranty	Remediation of automation breakages from minor updates at no cost

### SECTION 9.4: §4.3.3.4 LICENSING

Optimoz provides the following licenses to meet all stated requirements, including the clarification provided in Addendum #1 (Q9) for 4-7 internal users with full access/edit capability plus 3-5 additional users with read-only access:

License Type	Quantity	Access Level
Administrative staff (dashboard)	4	Full monitoring/reporting dashboard access (§4.3.3.4.1)
Automation builders	4	Create/adjust automations via web interface (§4.3.3.4.2)

License Type	Quantity	Access Level
Reviewers & managers	As required	HITL task access, finding review, override, approval/final decision (§4.3.3.4.3)
Read-only users	3–5	Dashboard viewing, reports, read-only audit logs (Addendum #1 Q9)
Applicants	Unlimited	

### SECTION 9.5: §4.3.3.5 REGULATORY COMPLIANCE

- **FedRAMP:** hosted in a FedRAMP Moderate authorized environment; provider authorization documentation supplied prior to go-live; the entire application operates within the boundary.
- **NIST:** aligned to the NIST 800-53 Moderate baseline; development aligned to NIST SP 800-218 (SSDF).
- **Auditability:** every action, decision-trace step, tool call, human interaction, override, and approval recorded in immutable audit tables, retained ≥ 5 years (Q46).
- **Section 508:** all user-facing components conform to Section 508 / WCAG 2.1 AA.
- **AI governance:** training-data documentation; annual bias testing; drift monitoring; human override at all decision points (Q34); compliance with WV WVOT AI Software Guidelines.
- **SOC 2 Type II:** report will be provided upon contract award and annually thereafter.

### SECTION 9.6: §4.3.3.6 DATA OWNERSHIP AND EXIT STRATEGY

All WVDEP data - application materials, permit documents, AI outputs, audit logs, and system-generated content - is the sole property of the State of West Virginia. Optimoz has no ownership rights. WVDEP data is used exclusively to provide the contracted services, is never used to train models benefiting other customers, and remains within the United States at all times.

Exit Provision	Commitment
Data export on termination	Complete export within 30 days in open formats (PDF, CSV, JSON, XML) at no cost
Transition assistance	Up to 90 days at no additional cost
Secure deletion	All data deleted within 60 days of confirmed transfer (NIST SP 800-88 methods)
Deletion certification	Written certification of destruction provided

## SECTION 10: §4.4 QUALIFICATIONS AND EXPERIENCE

### §4.4.1.1 Company Background and Years of Experience

Optimoz, Inc. is a minority-owned small disadvantaged business headquartered in Rockville, Maryland, with over 11 years of experience delivering enterprise technology solutions for government agencies. Incorporated in 2013, Optimoz has developed deep expertise in AI, cloud engineering, DevSecOps, agentic AI systems, and government IT modernization.

**Company:** Optimoz, Inc.

**Founded:** 2013 (11+ years)

**Headquarters:** 2600 Tower Oaks Blvd., Suite 610, Rockville, MD 20852

**FEIN:** 46-2037585

**UEI:** FB7AZGLR4N57

**CAGE:** 7J1E1

**GSA MAS:** 47QTCA18D00HM

**Status:** Minority Owned Small Disadvantaged Business

#### CERTIFICATIONS

- ISO 9001:2015 - Quality Management Systems (Appraisal #66973)
- ISO 20000-1:2018 - IT Service Management (Appraisal #66973)
- CMMI DEV Level 3 - Development Capability Maturity
- CMMI SVC Level 3 - Services Capability Maturity
- GSA Multiple Award Schedule (MAS) Contract Holder

### §4.4.1.2 Relevant Experience - Past Performance References

Client	Period	Experience
COLUMBIA Technologies Maryland USA, (Prime)	05/2025-present	Optimoz served as the prime contractor supporting COLUMBIA Technologies' SmartData Solutions® initiative, a 3D analytics platform engineered for high-precision mapping and management of soil and groundwater contamination. Leveraging advanced, high-resolution sensor data integration, Optimoz helped enhance the platform's capabilities to convert environmentally compromised sites into safe, reusable properties. Under Optimoz's leadership, the solution was optimized to support sustainable site reuse and more efficient remediation strategies, enabling clients to potentially reduce project costs by 40–60%.
Virgin Islands Immunization Registry System (VIIRS), Centers for Disease Control and Prevention Contract#: 75D30120F08587 (Prime)	09/2020 - 08/2027	Secure government SaaS platform delivery, cloud hosting, data processing automation, regulatory compliance, 24/7 operational support

Client	Period	Experience
Optimoz IIS Technology Services: Direct Vendor Contract. (IDIQ)  Centers for Disease Control and Prevention  Contract# 75D30124D19333  (Prime)	07/2024 - 07/2026	AI platform development for government regulatory data systems, multi-system integration, data quality automation, federal compliance
Turnkey Automated Document Creation System (TADCS) – Documoz,  Maryland Judiciary, AOC, Contract# K24-0087-29  (Prime)	06/2018 - Present	AI-powered document generation and automation for government legal/regulatory contexts - directly applicable to UIC permit drafting and NoD generation
Architecture and Engineering Services (AES) - DHS/USCIS Contract# 202-390-6406 Subcontractor (ManTech)	06/2021 - 11/2025	Cloud security, DevSecOps, Agile delivery, large-scale government IT modernization for FedRAMP-compliant deployment

### §4.4.1.3 Key Personnel and Roles

Role	Name and Qualifications
Executive Sponsor	<b>Naresh Patel</b> , President and CEO of Optimoz.
Project Manager	<b>Bindiya Bhattacharjee</b> A seasoned Project Manager specializing in AI-enabled, high-compliance platforms, with deep experience leading complex regulatory and public-sector initiatives. Focuses on delivering end-to-end AI solutions that combine workflow orchestration, agentic automation, and retrieval-augmented generation, ensuring that explainability, auditability, and human-in-the-loop controls are built in from the outset. Credentials include PMP, ITIL Foundation, Certified Scrum Master, AWS Certified Cloud Practitioner, Red Hat Certified System Administrator, and DHS Section 508 Trusted Tester. At Optimoz, she led ISO 9001:2015 implementation and applies that quality framework to AI programs by enforcing rigorous governance across artifacts such as AI lifecycle documentation, model release notes, and operational playbooks.
Technical SME 1	<b>Yash Khandelwal</b> A Lead AI Solution Architect who designs and delivers end-to-end AI/ML solutions aligned with organizational strategy and enterprise standards. At Optimoz, he leads the design and implementation of AI-driven architectures, building and maintaining advanced AI/ML applications and web-based systems using Python, React, and modern AI frameworks such as LangGraph and PyTorch to create scalable, production-grade

Role	Name and Qualifications
<p>Technical SME 2</p>	<p>platforms. He specializes in solution architecture, FedRAMP-ready cloud deployments, and integration design across complex enterprise and government environments, ensuring secure, compliant, and high-performance AI systems. His work emphasizes robust performance engineering, observability, and cost-efficient scaling so AI workloads remain fast, reliable, and predictable in production. As the primary technical authority for AI initiatives, Yash translates business goals into secure, extensible architectures, leads and mentors engineering teams, and enforces best practices to ensure robust, high-quality delivery.</p> <p><b>Renesa Patel</b>            A technology leader and Lead Solutions Architect specializing in AI-enabled, data-driven health and environmental platforms, with a strong track record aligning AI technology with business, public health, and sustainability objectives. At Optimoz, he defines and drives technology strategy for AI and automation, ensuring cloud architectures, data workflows, and applications are scalable, secure, and tightly integrated. He oversees AI-ready system architectures, robust data pipelines, and governance frameworks that protect sensitive data while enabling high-quality analytics and decision support. His experience includes work on COLUMBIA Technologies’ SmartData Solutions®, a 3D analytics platform for mapping and managing soil and groundwater contamination, where leads design data-driven, AI-ready architectures that turn complex sensor inputs into actionable insights to enable sustainable site reuse and optimize remediation.</p>

All key personnel will be subject to WVDEP approval. Optimoz will comply with all applicable background check requirements. Named key personnel changes will be handled through written notice, qualification review, and Agency approval.

**§4.4.2 Mandatory Qualification/Experience Requirements**

**§4.4.2.1 Data Privacy, Cybersecurity, and AI Governance Compliance:** Optimoz confirms compliance with all applicable data privacy, cybersecurity, and AI governance procedures. Our ISO 9001:2015, ISO 20000-1:2018, and CMMI Level 3 certifications demonstrate our commitment to quality and security management. We maintain documented policies and procedures for data privacy (HIPAA, FISMA), cybersecurity (NIST 800-53, SOC 2), and AI governance (bias testing, model performance monitoring, human oversight).

**§4.4.2.2 Confidentiality Agreement:** Optimoz will sign a confidentiality agreement upon contract award as required.

**§4.4.2.3 FedRAMP/SOC 2 Type II Certification:** Optimoz will deploy the solution within a FedRAMP Moderate authorized cloud environment. FedRAMP Moderate authorization documentation from the cloud platform provider will be provided. Per Addendum #1 (Q57),

FedRAMP authorization documentation from the SaaS platform provider is sufficient. Optimoz will provide SOC 2 Type II audit report before contract award. Additionally, Optimoz's ISO 9001:2015, ISO 20000-1:2018, and CMMI Level 3 certifications demonstrate mature, auditable quality management and IT service management processes.

## SECTION 11: §4.5 ORAL PRESENTATION READINESS

Optimoz is fully prepared to conduct an in-person or virtual oral presentation to the evaluation committee. Our demonstration will use sample/synthetic data per Addendum #1 (Q73) and will showcase the complete end-to-end capability of the Optimoz AI Platform for UIC permitting.

Time	Segment	Content
10 min	Introductions	Optimoz team introductions, understanding of WVDEP objectives, demonstration orientation
60 min	Solution Demonstration	End-to-end demonstration of Optimoz AI workflows for UIC permitting (see storyline below)
20 min	Q&A and Clarifications	Evaluator questions, technical approach discussion, closing summary

Ahead of the oral presentation, the evaluation committee may preview a recorded end-to-end demonstration of the working portal at: <https://bott.ly/wvdep>.

### Demonstration storyline (built prototype):

1. Portal overview and roles (RBAC today; SSO configured to WVDEP IdP)
2. Applicant creates a Class I application; tracking number and case file created; confirmation email
3. Pre-NoD completeness agent runs; reviewer reviews findings; issues Notice of Deficiency; NoD email
4. Applicant resubmits corrected documents; re-review passes
5. Gates 2-5: administrative compliance, AoR/risk, technical analysis (cited, confidence-scored), draft permit
6. Public notice published; public submits comments on the docket
7. Comment triage and Response to Comments compiled and published
8. Gate 6: human administrator issues the permit; approval email
9. Audit/decision-trace review and the token-usage dashboard

PROPOSED ATTENDEES: Naresh Patel (President and CEO) - Corporate commitment, overall solution vision; Project Manager - Implementation plan, schedule, risk management; AI/ML Lead - Technical approach, agent architecture, RAG design; Security Lead - FedRAMP, security architecture, compliance.

## SECTION 12: §4.6 IMPLEMENTATION TIMELINE (ATTACHMENT C)

Optimoz proposes the following phased implementation plan targeting a go-live date of July 1, 2027, consistent with WVDEP's stated target per Addendum #1 (Q8). Full system functionality will be operational at go-live per Addendum #1 (Q29), with the Digital Intake Specialist for Administrative Review prioritized for early completion during development per Addendum #1 (Q24).

Phase	Duration	Key Activities	Agency Decision Points
Phase 1: Discovery & Configuration	Weeks 1-8 (Months 1-2)	Requirements validation with WVDEP SMEs; tenant and environment setup; SSO/OneLogin/AD integration; regulatory checklist development; OSSP integration scoping; AI model selection and approval	Kickoff approval; validated scope; environment readiness
Phase 2: Integration Development	Weeks 9-32 (Months 3-8)	WVDEP system integrations (OSSP, OneLogin, AD); WVGES and EPA SDWIS integration; UIC regulatory rule configuration; agent design and build; RAG knowledge base population; Digital Intake Specialist (Priority Agent) ; Technical Compliance Agent; AoR Analysis Agent; Draft Generation Agent; Watchdog Agent; GIS integration; Engineering Blueprint Vision Agent; Comment Intake Agent;	Integration readiness approval; configuration review; Agent functionality review
Phase 3: Data Migration and Testing	Weeks 25-40 (Months 7-10)	Baseline GIS layer ingestion; regulatory knowledge base finalization; UAT; security testing; performance testing; HITL workflow validation; staff training	UAT exit criteria; security validation; go-live authorization; HITL workflow validation
Phase 4: Pilot Deployment	Weeks 37-44 (Months 10-11)	Pilot launch with limited applications; user training completion; system refinement based on feedback; final security review	Pilot acceptance; final go-live approval
Phase 5: Production Launch	Weeks 44-48 (Months 11-12)	Full production deployment; go-live support; 30-day hyper care stabilization period	Formal System Acceptance
Post-Launch Operations	Ongoing	Monthly service reviews; quarterly business reviews; Watchdog Agent monitoring; continuous improvement; annual security assessments	Ongoing SLA reporting

## APPENDIX A: STAFFING PLAN

### A.1 Staffing Overview

Optimoz will provide a dedicated, WVDEP-focused project team with clearly defined roles, responsibilities, and commitment across all project phases. The staffing model ensures strong governance and accountability, deep AI/ML expertise paired with regulatory domain knowledge, secure and compliant operations, and sustainable support and training. All key personnel are committed for the duration of the project. Changes to named key personnel will be subject to WVDEP approval. All staff will comply with applicable background check requirements.

### A.2 Key Roles And Responsibilities

Role	Key Responsibilities	Phase Involvement
Executive Sponsor	Corporate commitment, escalation, governance board	All phases
Project Manager	Planning, schedule, risk, WVDEP liaison	All phases
Technical SME 1	Solution architecture, FedRAMP, integration design	Planning through stabilization
Technical SME 2	Agent design, RAG, LLM selection, prompt engineering	Discovery through operations
Security Lead	FedRAMP, NIST, SOC 2, pen testing, incident response	All phases (continuous)
Data Integration Lead	OSSP, OneLogin, AD, WVGES, EPA SDWIS integration	Discovery through operations
GIS Integration Specialist	ESRI integration, GIS data processing	Discovery through stabilization
Regulatory/Domain SME	UIC regulatory expertise, checklist development	Discovery through UAT
QA Lead	Test strategy, UAT, performance, security testing	Build through acceptance
DevSecOps Engineers	CI/CD, infrastructure, monitoring, security automation	Planning through operations
Training Lead	Training curricula, materials, train-the-trainer	Configuration through operations
Support Lead	TAM, support model, SLA monitoring	Go-live through operations
Help Desk (Tier 1)	First-line user support	Training through operations

### A.3 Phase-Based Staffing Intensity (Primary = Full | Supporting = Partial)

Role	Discovery	Development	Testing	Go-Live	Operations
Executive Sponsor	Primary	Supporting	Supporting	Primary	Supporting
Project Manager	Primary	Primary	Primary	Primary	Primary
Technical SME 1	Primary	Primary	Supporting	Supporting	Supporting
TECHNICAL SME 2	Primary	Primary	Primary	Supporting	Supporting
Security Lead	Primary	Primary	Primary	Primary	Primary
Data Integration Lead	Primary	Primary	Supporting	Supporting	Supporting
GIS Integration Specialist	Primary	Primary	Supporting	Supporting	Supporting
Regulatory/Domain SME	Primary	Primary	Primary	Supporting	Supporting
QA Lead	Supporting	Primary	Primary	Primary	Supporting
DevSecOps Engineers	Supporting	Primary	Primary	Primary	Primary
Training Lead	Supporting	Supporting	Primary	Primary	Primary
Support Lead	Supporting	Supporting	Supporting	Primary	Primary
Help Desk	Supporting	Supporting	Supporting	Primary	Primary

## APPENDIX B: DELIVERABLES AND SCHEDULE

Timing	Deliverable	Description	Acceptance Criteria
Month 1	Project Charter	Scope, objectives, governance, roles, assumptions	Agency review and approval
Month 1	Communications Plan	Meeting cadence, reporting, escalation	Approved communications approach
Month 1	Risk/Issue Log	Tracked risks, issues, actions, owners	Reviewed in governance meetings
Months 1-2	Finalized Project Plan	Integrated schedule, milestones, dependencies	Agency-approved baseline plan
Months 1-2	Discovery Report	Requirements validation, interface inventory, regulatory checklist draft	Agency approval of scope
Months 2-3	Environment Provisioning	Dev, test, and production environments with FedRAMP documentation	Environment readiness checklist approved
Months 2-3	Security Plan	FedRAMP hosting evidence, controls, access model, SOC 2	Agency security review completed
Months 3-5	Digital Intake Specialist (Priority Agent)	Completeness check agent, signature verification, NoD generation, Class I/VI routing	Agency functional review and approval
Months 3-6	Integration Completion	OSSP, OneLogin, AD, WVGES, EPA SDWIS integrations tested	Integration certification
Months 5-8	All Agents Deployed	Technical Compliance, AoR, Draft Generation, Comment Intake, Watchdog agents	Agency functional review
Months 5-8	HITL Workflow Validation	All 6 HITL gates tested with WVDEP staff	Agency HITL approval
Months 7-9	Test Plans	Functional, UAT, security, performance test plans	Agency test readiness approval
Months 7-10	UAT Completion	All UAT scenarios passed with WVDEP staff	UAT exit criteria met
Within 60 days of award	BCP/DR Plan	NIST SP 800-34-aligned continuity and disaster recovery plan	Agency review; annual test evidence
Months 9-10	Training Completion	All role-based training delivered to WVDEP staff	Training sign-off
Months 10-11	Go-Live Checklist	Readiness criteria for production deployment	Agency go-live authorization
Month 11	Production Deployment	Full system go-live by July 1, 2027	Formal System Acceptance

Timing	Deliverable	Description	Acceptance Criteria
Months 11-12	Stabilization Report	30-day hypercare performance, issues, resolutions	Agency stabilization review
Ongoing	Monthly Service Reports	SLA performance, token usage, issue tracking	Agency review
Ongoing	Annual Security Reports	SOC 2 Type II, penetration test results, bias testing	Agency review

## APPENDIX C: RISK AND MITIGATION PLAN

Risk	Potential Impact	Likelihood	Mitigation
Regulatory checklist gaps	Incomplete completeness review	Medium	Early engagement with WVDEP SMEs; iterative checklist refinement during discovery; WVDEP staff validation of all checklists before UAT
GIS data format variability	Inconsistent AoR analysis inputs	Medium	Standardized ingestion pipeline with format validation; coordinate normalization to NAD83/UTM Zone 17N; ESRI integration testing
LLM performance on technical geological content	Inaccurate technical compliance findings	Medium	Domain-specific fine-tuning with WVDEP-provided SOPs; confidence thresholds with human escalation; extensive UAT with real permit scenarios
Integration complexity (OSSP, WVGES, EPA SDWIS)	Delayed integration delivery	Medium	Early API documentation request; dedicated integration lead; phased integration testing
Low application volume during testing	Insufficient UAT data	Low	Use of synthetic/sample data per Addendum #1 Q73; WVDEP-provided example materials
FedRAMP	Delayed go-live	Low	FedRAMP hosting documentation available immediately
Regulatory changes during development	Compliance engine updates required	Low	Watchdog Agent monitors for changes; modular compliance engine design allows rapid rule updates
Schedule delay	Go-live beyond July 1, 2027	Low	Detailed integrated schedule; weekly status reporting; critical path monitoring; contingency planning for key milestones
Key personnel availability	Knowledge continuity risk	Low	Cross-trained team; documentation standards; Agency-approved substitution process
Public comment volume spikes	Processing delays during comment periods	Low	Elastic scaling architecture; parallel comment processing capability; configurable throughput controls

## APPENDIX D: TRAINING AND KNOWLEDGE TRANSFER PLAN

### D.1 Training Approach

Optimoz provides a comprehensive, role-based training program for all WVDEP users of the AI permitting system. Training is designed to ensure that all users can confidently perform their roles from Day 1 of go-live. Per Addendum #1 (Q69), WVDEP will provide SMEs to validate regulatory checklists, AI prompts, review criteria, deficiency templates, public notice templates, and technical workflows during implementation.

Audience	Training Topics	Delivery Methods	Materials
Administrative Staff (Dashboard Users)	Dashboard navigation, job monitoring, log review, user management, reporting	Instructor-led sessions, hands-on exercises, recorded videos	Admin guide, quick reference card
Automation Builders	Agent configuration, workflow design, rule updates, testing	Instructor-led workshops, sandbox exercises	Configuration guide, workflow design guide
Technical Reviewers	HITL interface navigation, AI finding review, override procedures, audit log access	Role-based sessions, scenario walkthroughs	Reviewer guide, HITL workflow guide
Supervisors and Managers	Approval workflows, compliance review, permit decision procedures	Targeted sessions, decision scenario exercises	Supervisor guide, approval workflow guide
IT/Security Staff	System administration, security monitoring, incident response	Technical workshops, documentation review	Admin technical guide, security runbook

### D.2 Training Delivery

- Instructor-led sessions (in-person or virtual)
- Hands-on exercises in dedicated training environment
- Recorded video tutorials for self-paced learning
- Job aids and quick reference guides
- Post-go-live help desk support for first 90 days
- Annual refresher training and documentation updates

## APPENDIX E: BUSINESS CONTINUITY AND DISASTER RECOVERY (BCP/DR) PLAN

### E.1 Purpose and Scope

This BCP/DR plan ensures availability, integrity, and recoverability of the WVDEP UIC AI Permitting System. The plan is aligned with NIST SP 800-34 and NIST SP 800-53.

### E.2 Recovery Objectives

<p><b>≤ 4 Hours</b></p> <p>RTO - Component Failures Critical system access restoration</p>	<p><b>≤ 15 Minutes</b></p> <p>RPO - Data Loss Maximum Via continuous replication</p>
<p><b>≤ 24 Hours</b></p> <p>RTO - Regional Disasters Full system restoration</p>	<p><b>30-90 Days</b></p> <p>Backup Retention Period Daily full database backups</p>

### E.3 High Availability Architecture

- Multi-Availability Zone (AZ) deployment in FedRAMP Moderate authorized cloud
- Managed container orchestration (Kubernetes/EKS) for stateless microservices
- MongoDB cluster with cross-AZ replication and automatic failover
- Redundant encrypted backups with point-in-time recovery

### E.4 Backup Strategy

- Daily full database backups (30-90 day retention)
- Continuous incremental snapshots
- All backups encrypted at rest (FIPS 140-2/3) and in transit
- Stored exclusively in U.S. data centers
- Quarterly restore tests with documented results

### E.5 Annual Testing and Incident Communication

- Annual DR tabletop exercises and technical failover tests with results documented and shared with WVDEP
- Plan reviewed and updated annually and after significant incidents
- WVDEP notified within agreed timeframes of any service-affecting incident
- Post-incident root cause analysis and corrective action documentation provided

## APPENDIX F: TOKEN USAGE ESTIMATION (ATTACHMENT B)

Per RFP Attachment B, the following table provides estimated token consumption based on the volumetrics in RFP Section 1.3 (2-20 applications per year; 500-1,500 pages per application).

NOTE: Actual token unit pricing is contained exclusively in the separately sealed Cost Proposal. This appendix provides only consumption structure and estimates.

Processing Activity	Estimated Tokens per Application (Average)
Document Ingestion and OCR Processing	See Cost Proposal
Administrative Completeness Review	See Cost Proposal
Signature/Certification Verification	See Cost Proposal
Technical Compliance Analysis	See Cost Proposal
Geologic/AoR Evaluation	See Cost Proposal
Draft Permit Generation	See Cost Proposal
Public Notice and Comment Processing	See Cost Proposal
Response to Comments Generation	See Cost Proposal
HITL Review Support and Explanations	See Cost Proposal
Total per Application (Average)	See Cost Proposal
Estimated Annual Total (20 Applications)	See Cost Proposal

Optimoz's LLM-agnostic architecture and token optimization strategies - including intelligent chunking, summarization, caching, model routing, and incremental review for resubmissions - are designed to minimize token consumption while maintaining high-quality outputs. Detailed token estimates with unit pricing are provided in the separately sealed Cost Proposal.

## ADDENDUM ACKNOWLEDGEMENT

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFP DEP26\*03

**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.

Optimoz, Inc.

Company

Naresh Patel, President & CEO

Authorized Signature

06/08/2026

Date

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

## SOFTWARE AS A SERVICE ADDENDUM

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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.

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**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,

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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

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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/lr/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/lr/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.

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- 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

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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

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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

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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

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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.



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**AGREED:**

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

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

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

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

Name of Vendor: Optimoz, Inc.

Signature: *[Handwritten Signature]* 6/9/2026

Title: President and CEO Naresh Patel

Date: 06/09/2026

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### 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: Optimoz, Inc.

Name of Agency: Department of Environmental Protection

#### 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: John Nilles  
Email address: John.J.Nilles@wv.gov

#### 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: Naresh Patel  
Email address: npatel@optimoz.com  
Phone Number: 301 379 2117

**REQUEST FOR PROPOSAL**  
WV Department of Environmental Protection  
CRQS DEP2600000017

**SECTION 6: EVALUATION AND AWARD**

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

**Evaluation Point Allocation:**

Project Goals and Proposed Approach (§ 4.3)	
- Approach & Methodology to Goals/Objectives (§ 4.3.1)	(30) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.3.3)	(15) Points Possible
Qualifications and experience (§ 4.4)	
- Qualifications and Experience Generally (§ 4.4.1)	(15) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.4.2)	(5) Points Possible
<u>(Oral interview, if applicable) (§ 4.5)</u>	<u>(5) Points Possible</u>
<u>Total Technical Score:</u>	<u>70 Points Possible</u>
<u>Total Cost Score:</u>	<u>30 Points Possible</u>
<b><u>Total Proposal Score: 100 Points Possible</u></b>	

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

# **REQUEST FOR PROPOSAL**

## **WV Department of Environmental Protection**

### **CRQS DEP2600000017**

**6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

**6.5. Proposal Disqualification:**

**6.5.1. Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

**6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

**6.6. Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

**6.7. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

**Step 1:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

**Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30


**REQUEST FOR PROPOSAL**  
WV Department of Environmental Protection  
CRQS DEP2600000017

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 =$  Cost Score Percentage of 1 (100%)  
Step 2 –  $1 \times 30 =$  Total Cost Score of 30

Proposal 2: Step 1 –  $\$1,000,000 / \$1,100,000 =$  Cost Score Percentage of 0.909091 (90.9091%)  
Step 2 –  $0.909091 \times 30 =$  Total Cost Score of 27.27273

**6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Optimoz, Inc.   
(Company) 6/9/2026  
Navrosh Patel, President & CEO  
(Representative Name, Title)  
301-379-2117  
(Contact Phone/Fax Number)  
6/9/2026  
(Date)