West Virginia Department of Environmental Protection

Division of Water and Waste Management

Workflow Based Agentic AI, Automation, and E-Permitting System

Cost Proposal

RECEIVED
2026 JUN 10 PM 1:02
WV PURCHASING DIVISION

KnowledgeView AI Permitting Platform

Solicitation No.	CRFP 0313 DEP2600000003
Procurement Description	Workflow Based Agentic AI, Automation, and E-Permitting System
Prepared For	West Virginia Department of Environmental Protection
Prepared By	Business Solutions and Technologies, LLC dba BizSolutions.Tech
Address	One Creative Place, Charleston, WV 25311
Principal Contact	Mike Stockman, Founder and CEO

Prepared: June 2026

Cost Proposal

ATTACHMENT A *UIC Class 1 and 6 Agentic AI System Solution Cost Sheet*					
Item	**Service Description**	**Unit**	**Qty**	**Unit Cost**	**Extended Cost**
	Implementation & Configuration (Initial Setup)				
1	Turnkey Setup: Agentic AI, Dashboard, and Legacy Integration	LS	1	$380,000	$380,000
2	Data Migration: Historical Data & GIS Layer Ingestion	LS	1	$75,000	$75,000
	Annual SaaS Subscription (Fixed Cost)				
3	Year 1: FedRAMP Hosting, Support, Security and Adversarial Validation	YR	1	$140,000	$140,000
4	Year 2: FedRAMP Hosting, Support, Security and Adversarial Validation	YR	1	$140,000	$140,000
5	Year 3: FedRAMP Hosting, Support, Security and Adversarial Validation	YR	1	$140,000	$140,000
6	Year 4: FedRAMP Hosting, Support, Security and Adversarial Validation	YR	1	$140,000	$140,000
7	Year 5: FedRAMP Hosting, Support, Security and Adversarial Validation	YR	1	$140,000	$140,000
	Supportive & Variable Services				
8	Custom Enhancement Labor (Hourly Bank)*	HR	200	$190	$38,000
9	AI Token Usage (1 EA = 1 Million Tokens/MTOK)	MTOK	250	$75	$18,750
10	Cloud Data Storage Overage (per GB)	GB	100	$.25	$25
	Renewal Year				
11	Year 6: Maintenance, Support, Licensing Renewal, Security and Adversarial Validation	YR	1	$140,000	$140,000
	TOTAL BID AMOUNT (items 1.1 through 3.3)				**$1,351,775**

Token Usage Calculation (CRFP Req. 4.3.2.6.4)

This cost sheet reflects pricing per 1M Tokens (MTok) as required by the CRFP. The 250 MTOK represents the contractual token allocation and the unit price per MTOK ($75) is firm-fixed for the full contract term, including all renewals, in accordance with Addendum #1 (Q5).

Contractual Cap & Change Orders

The 250 MTOK quantity represents the maximum authorized usage under this contract and the State is not liable for any usage beyond the authorized amount. Any usage beyond this amount will follow the change order process as required by the CRFP:

- Prior written approval
- A formal change order issued by the State
- Additional tokens will be procured at the same firm-fixed unit price.
- No usage will occur beyond the authorized amount without approval.

Billing and Payment

Services will be invoiced in arrears based on actual consumption documented via vendor-provided usage reports, up to the maximum authorized contract total. Custom Enhancement Labor is for **post-production use only**, as specified in the RFP.

*(Note for above Attachment A Cost Sheet, Line 8: ***Custom Enhancement Labor** - The quoted hours will be billed as the hours are consumed. The BizSolution Team will manage spend down via vendor-provided usage reports to ensure that no overages occur).*



Vendor: Business Solutions and Technologies LLC – dba BizSolutions.Tech
Contact: Michael R Stockman
Phone: 602-434-1596
Email: mike.stockman@bizsolutions.tech

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

State of West Virginia
Centralized Request for Proposals
Info Techno

Final CRFP

Proc Folder: 1913510			**Reason for Modification:**
Doc Description: Workflow E		yst	Addendum #1 is issued to publish agency respones to all vendor submitted questions, and extend the b..... See Page 2 for complete info
Proc Type: Central Con			
Date Issued	**Solicitation**		**Version**
2026-05-19	2026-06-10	3	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000042987

Vendor Name : Business Solutions and Technologies LLC, dba - BizSolutions.Tech

Address : 1 Creative Place

Street :

City : Charleston

State : WV **Country :** United States **Zip :** 25311

Principal Contact : Michael R Stockman

Vendor Contact Phone: 1-602-434-1596 **Extension:**

FOR INFORMATION CONTACT THE BUYER
Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor Signature X Michael R Stockman **FEIN#** 820681726 **DATE** June 10, 2026

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

Reason for Modification:
Addendum #1 is issued to publish agency respones to all vendor submitted questions, and extend the bid close date until 6/10/2026.

ADDITIONAL INFORMATION

The West Virginia Department of Administration, is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Department of Environmental Protection (WVDEP) Division of Water and Waste Management (DWWM) to provide software or services for Workflow Based Agentic AI, automation support, and a comprehensive E-Permitting system for Underground Injection Control (UIC) Class 1 and Class 6 permitting per the attached specifications and terms and conditions.

***Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Josh Hager - Joseph.E.HagerIII@wv.gov ***

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Turnkey Setup: Agentic AI, Dashboard, and Legacy Integration	1	LS	$380,000	$380,000

Comm Code	Manufacturer	Specification	Model #
43232201			

Extended Description:
Turnkey Setup: Agentic AI, Dashboard, and Legacy Integration

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
2	Data Migration: Historical Data & GIS Layer Ingestion	1	LS	$75,000	$75,000

Comm Code	Manufacturer	Specification	Model #
81112010			

Extended Description:
Data Migration: Historical Data & GIS Layer Ingestion

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
3	Year 1: FedRamp Hosting, Support, Security and Adversarial V	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 1: FedRamp Hosting, Support, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
4	Year 2: Hosting, Maintenance, Support, Licensing Renewal	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 2: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
5	Year 3: Hosting, Maintenance, Support, Licensing Renewal	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 3: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
6	Year 4: Hosting, Maintenance, Support, Licensing Renewal	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 4: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
7	Year 5: Hosting, Maintenance, Support, Licensing Renewal	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 5: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
8	Custom Enhancement Labor (Hourly Bank)	200.00000	HOUR	$190	$38,000

Comm Code	Manufacturer	Specification	Model #
43232201			

Extended Description:
Custom Enhancement Labor (Hourly Bank)

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
9	Cloud Data Storage Overage (per GB)	100.00000	EA	$.25	$25

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Cloud Data Storage Overage (per GB)

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
10	Year 6: SaaS Subscription & Support	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 6 Renewal : Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
11	AI Token Usage (1 EA = 1 Million Tokens/ MTOK)	250.00000	EA	$75	$18,750

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
AI Token Usage Allocation. Note: Each unit (EA) represents one million (1,000,000) tokens (1 MTOK)

SCHEDULE OF EVENTS

Line	Event	Event Date

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

State of West Virginia
Centralized Request for Proposals
Info Technology

Proc Folder:	191351		**Reason for Modification:**
Doc Description:	Workflo	ng Syst	Addendum #1 is issued to publish agency respones to all vendor submitted questions, and extend the b..... See Page 2 for complete info
Proc Type:	Central		
Date Issued	**Solicita**		**Version**
2026-05-19	2026-0	000003	2

Addendum #1

BID RECEIVING LOCATIO

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

VENDOR

Vendor Customer Code: VS0000042987

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Address : 1 Creative Place

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State : WV **Country :** United States **Zip :** 25311

Principal Contact : Michael R Stockman

Vendor Contact Phone: 1-602-434-1596 **Extension:**

FOR INFORMATION CONTACT THE BUYER
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joseph.e.hageriii@wv.gov

Vendor Signature X Michael R. Stockman **FEIN#** 820681726 **DATE** June 7, 2026

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

Reason for Modification:
Addendum #1 is issued to publish agency respones to all vendor submitted questions, and extend the bid close date until 6/10/2026.

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Extended Description:
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Extended Description:
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Comm Code	Manufacturer	Specification	Model #
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Extended Description:
Year 3: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Comm Code	Manufacturer	Specification	Model #
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Extended Description:
Cloud Data Storage Overage (per GB)

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Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
AI Token Usage Allocation. Note: Each unit (EA) represents one million (1,000,000) tokens (1 MTOK)

SCHEDULE OF EVENTS

Line	Event	Event Date

SOLICITATION NUMBER: CRFP 0313 DEP2600000003
Addendum Number: No.01

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

Applicable Addendum Category:

[✔] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[✔] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to all vendor submitted questions.
2. To extend bid close date until 6/10/2026 @ 1:30 PM ET

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

RFI: Questions from vendors for CRFP DEP 26*03 Workflow Based Agentic AI, Automation, E-Permitting

Q.1. Section 4.3.3.6.2 references the WVOT AI Software Guidelines, which list a small set of approved tools and a small set of prohibited tools. Are models that fall into neither category acceptable? Relatedly, should "prohibited" be read as applying to the named consumer product (e.g. ChatGPT) or to the underlying foundation model in any deployment?

A. **Any AI model not prohibited by the State of West Virginia may be used. "Prohibited" applies strictly to unsecured, public consumer applications (like the public ChatGPT platform) rather than the underlying foundation models. Commercial or open-source models are perfectly acceptable as long as they are deployed entirely within the required FedRAMP Moderate boundary.**

Q.2. For Class VI applications, is the Vendor expected to perform reservoir simulation and CO2 plume modeling, or to validate model outputs produced by a third party?

A. **No, the vendor will not need to perform reservoir modeling or plume modeling. The AI system will only need to create an accounting of modeling parameters that are directly stated within the permit application.**

Q.3. Could the department adjust the submission deadline? This would allow us to thoroughly review the answers to the questions and ensure all additional information is accurately reflected in our response.

A. **The Department will recommend an extension to submit until 06/10/2026.**

Q.4. Regarding security audits and certifications: is it acceptable to complete these concurrently with the project work, ensuring they are finalized prior to go-live, or is it a requirement to have them fully documented at this stage?

A. **Yes, vendors will need to provide a plan of action for changes to audits and certifications.**

Q.5. Section 4.3.2.6 establishes a 250M-token contractual cap with change-order required to exceed. Is the unit price for tokens in Attachment A treated as firm-fixed for the life of the contract? Also, for change-order overages, is pricing locked at the original unit rate or subject to renegotiation?

A. **Yes. The unit price per token (per million tokens/EA) established in the vendor's proposal shall remain firm-fixed for the entire life of the contract, including any optional renewal periods. In the event that a change order is required to increase token capacity beyond the contractual cap, the additional tokens will be procured at the original proposed unit price. No price renegotiations for token overages will be permitted.**

Q.6. Section 4.3.2.1.1 asks vendors to describe integration with 'existing operational software applications,' but Section 4.3.2.7 forbids direct integration with legacy permitting systems (e.g. ERIS, ESS, AppEnhancer). Could the Agency provide a definitive list of all WVDEP systems in scope for integration or read-only retrieval as well as what APIs, web services, or data export interfaces currently exist for them?

A. The system will need to integrate with the new WV One-Stop Shop Permitting (OSSP) system for reporting and payment, with the OneLogin for external user access, and with ActiveDirectory for internal user access.

Q.7. AppEnhancer is described as containing approximately 5 million documents. Is this fully in scope for migration/ingestion/AI analysis, or only documents linked to active UIC applications submitted during the contract term?

A. **No, integration with AppEnhancer is not in scope. However see Q6 for other integrations.**

Q.8. Is there a targeted go-live date that the state has in mind?

A. **Target Go- live date; 07/01/27. Vendors shall propose an estimated Go-Live date or amount of time expected to complete the solution.**

Q.9. How many internal and external users need to access the system *in addition to* the 4 administrative staff and 4 staff member licenses referenced in Section 4.3.3.4.1. Licensing? How many require full access vs. "read-only" access?

A. For internal users, full access would be restricted to approximately 4 to 7 persons with an additional 3 - 5 persons needing read only level access. For external users, any user with OneLogin Access should be able to login to the system.

Q.10. Has the Department completed any product demonstrations of potential software? If so, what software systems?

A. **No demos as of yet.**

Q.11. How does the Department currently handle permitting management and records retention?

A. **Currently permit management is handled via pdf file format submittals and electronic folder sorting and storage. AppExtender and ERIS is utilized for required official records keeping and final permit filing and storage.**

Q.12. What goals/business objectives does the Department intend to meet with the new agentic AI e-Permitting solution?

A. **The new e-permitting solution will work to speed up the permit review process by assisting the reviewer in reducing the workload via automated review of standard regulatory requirements and materials for complete permit submittals**

Q.13. Does the Department (or State of West Virginia) currently leverage OnBase for content management?

A. **The WV DEP does not use OnBase nor are we aware of any use by the State of WV.**

Q.14. What plan review software is currently utilized by the Department?

A. **No software currently in use for the Class I and VI program.**

Q.15. What existing applications/business systems (i.e,. document management, payment processing, etc.) require integration with the new agentic AI e-Permitting solution?

A. **See Q6 for other integrations.**

Q.16. What is the expected spend/budget for this new software?

A. Budgets are not discussed.

Q.17. AppEnhancer Integration: The RFP mentions approximately 5 million documents currently in AppEnhancer. Question: Does the Department expect the Digital Intake Specialist to perform real-time indexing and RAG (Retrieval-Augmented Generation) directly against the AppEnhancer database, or will a one-time migration to the new cloud environment be required?

A. **No, integration with AppEnhancer is not in scope. See Q6 for other integrations.**

Q.18. Legacy Systems Write-Back: The RFP states the HITL interface should remain independent of legacy systems. Question: Is there a future requirement for the AI agents to eventually write back or update fields in ERIS or ESS via API, or will data entry remain strictly manual by staff based on the AI's output?

A. **No, the system will not write back to ESS. The system will need to integrate with the new WV OSSP system for reporting and payment, with OneLogin for external user access and Active Directory for internal user access.**

Q.19. GIS Visualization: The Engineering Blueprint Vision Agent requires 3D visualization of subsurface stratigraphy. Question: Does the Department already have the localized ArcGIS layers and 3D modeling data for these specific injection zones, or is the contractor responsible for sourcing/digitizing the geological data?

A. **Department will have baseline GIS and stratigraphic mapping on file for access.**

Q.20. Human-in-the-Loop (HITL) Precision: For the Professional Engineering Specialist agent, what is the Department's acceptable threshold for suggested edits versus "automated drafting"?
Question: Will the Department provide a library of ideal past permit responses to train the model on specific regulatory tone and legal language?

A. **Department will provide applicable regulatory and permit requirements for training the AI to develop the suggested edits and draft responses.**

Q.21. Agentic Orchestration: Does the Department have a preference for the underlying LLM architecture (i.e., GPT-4o, Claude 3, or open-source models hosted in a FedRAMP environment), or is the choice of model entirely at the discretion of the vendor so long as it meets FedRAMP Moderate standards?

A. **The choice of model architecture is at the discretion of the vendor, provided the model is not prohibited by the State of West Virginia. Any commercial or open-source model is acceptable as long as the entire application and its workflows reside and operate entirely within the required FedRAMP Moderate boundary.**

Q.22. FedRAMP Moderate Specifics: While the cloud environment must be FedRAMP Moderate, does the entire agentic workflow (including third-party AI APIs) need to reside within the FedRAMP boundary, or can certain non-sensitive processing tasks occur in a standard secure cloud?

A. **Yes. The entire system—including all components of the agentic workflow, data processing tasks, and any third-party AI APIs must reside and operate entirely within the FedRAMP Moderate boundary. No processing tasks or data transmissions are permitted to occur in a standard or uncertified cloud environment.**

Q.23. UIC Program Nuances: Since the project focuses on Underground Injection Control (UIC), will the Department provide specific Standard Operating Procedures (SOPs) for Classes I, II, III, IV, V, and VI wells to ensure the AI agents are compliant with varied regulatory requirements for each class?

A. **Yes, SOPs and regulatory requirements will be supplied for training.**

Q.24. Phase 1 Priorities: Given the complexity of the Blueprint Vision Agent, does the Department prioritize the Digital Intake Specialist (E-forms) for early rollout, or is a simultaneous delivery of all three agents expected?

A. **Prioritize Digital intake Specialist for Administrative review as primary agent for initial rollout.**

Q.25. Training Data Access: How soon after the Notice to Proceed will the successful bidder be granted access to the 5 million legacy documents for model training and testing purposes?

A. **AppEnhancer integration is not required but Class VI data and learning documents will be provided.**

Q.26. Is it enough to meet requirements if the hosting is FedRAMPed and not the application itself?

A. **No. The hosting infrastructure must be FedRAMP compliant, and the application itself must reside and operate entirely within that FedRAMP boundary.**

Q.27. How many permit holders (by each permit type) does the Purchasing Division process annually?

A. **Future permit holders may average in the 5 to 10 range, annually, but counts can vary depending on market conditions.**

Q.28. How many administrative users would the department need?

A. **4 to 7 users would need full access/edit capability**

Q.29. Is full system functionality required at go-live or is a phased implementation approach acceptable?

A. **Yes, the full system will need to be operable before go-live.**

Q.30. What are the "existing operational software applications" you are looking to integrate with?

A. **The system will need to integrate with the new WV OSSP system for reporting and payment, with OneLogin for external user access and ActiveDirectory for internal user access.**

Q.31. What is your current legacy system for permitting?

A. No existing system for Class I and VI but ERIS has been used for other UIC well types.

Q.32. Would the Purchasing Division consider accepting electronic submission of proposals for this solicitation?

A. Online responses to RFP's are prohibited. Hard copy submissions only as the specifications state the requirement for the technical and cost proposals to be contained in separate sealed envelopes.

Q.33. Would the agency accept a confidence threshold approach where low-confidence AI determinations are automatically escalated to a senior reviewer rather than presented as findings?

A. Yes, this would be acceptable.

Q.34. We presume the system would need the ability for reviewers to override the AI findings. How should overrides be captured and is there an expectation to use override information to feed back into improving the AI?

A. Yes, the system should provide mandatory HITL override capability. Vendors will need to present potential options for feedback, if needed.

Q.35. Is there an existing EPA- or WVDEP-approved computational modeling tool for Class VI AoR delineation that must be integrated, or is the vendor free to implement a modeling approach?

A. There is a basic reference tool provided by US EPA but there are no standardized or required computational models noted in WV regulations. Vendor shall propose a solution.

Q.36. Do WVGES and the WV Office of Oil and Gas provide API access to their data, or is integration batch-based (periodic file exports)? Are existing data-sharing agreements already in place?

A. Yes, there is public access to currently and previously permitted API well information.

Q.37. What percentage of submitted applications are expected to be scanned (non-text-native) PDFs vs. electronically created documents?

A. Permit applications will be submitted by the applicant, often as pdf packages. WVDEP will not be scanning documents as part of the submission process.

Q.38. What formats are well construction diagrams typically submitted in — scanned PDFs, native CAD files (.DWG/.DXF), or both?

A. **Permit packages will be submitted as pdf.**

Q.39. Does the agency want AI to draft entire permit documents, or specific sections only? Are there sections that must always be written by staff regardless of AI capability?

A. **The AI system may draft sections or preliminary documents, but all AI-generated content is strictly subject to mandatory human-in-the-loop (HITL) review. Staff retain final authority over all sections and must review, edit, and approve all text before a permit can be issued.**

Q.40. Does WVDEP have an accessible digital repository of finalized Class I and Class VI permits and their technical review findings that could be used as training and reference data for the AI?

A. **No, the Class I and Class VI UIC permit program does not have a library of previous permit application review findings for reference.**

Q.41. What is the typical volume range of public comments received per Class I and per Class VI application (minimum, typical, and maximum)?

A. **50 - 1000 possible depending on public interest.**

Q.42. Does WVDEP have an existing library of standard responses to common public comment types that could seed the regulatory response library at go-live?

A. **Some general non-specific comment types can be provided as reference.**

Q.43. After a Notice of Deficiency is sent, what does the resubmittal process look like? Does the applicant resubmit the entire application, or just the deficient sections? Does the AI need to re-review from scratch or only the changed portions? Does the AI need to re-review from scratch or only the changed portions?

A. **Typically, the applicant will submit a corrected version with a cover sheet with an accounting of sections where changes have been made.**

Q.44. Submission Functionality: The solicitation states that applications will be submitted through a web-based application portal and ingested via an e-form procedure, with the application link hosted on the WVDEP UIC website. Can the State clarify whether the winning vendor is expected to build a new public-facing submission portal and e-form for applicants, or whether applicants will continue to submit through the existing Environmental Submission System (ESS) with the new AI system retrieving and processing that data? If the intent is a hybrid approach — ESS for initial submission and a new vendor form for supplemental materials — please describe the expected division.

A. **See responses to Questions 6 and 18.**

Q.45. Can an applicant amend an application while it is actively under technical review — for example, submitting revised AoR calculations after review has begun? How is that handled today?

A. **No, once an application has been submitted for review, the applicant has to wait until they are issued an official letter of corrections to make changes and re-submit. The applicant can make a request to review but is not allowed to access the application while under review.**

Q.46. Must AI reasoning logs be retained for the same period as the permit record (potentially 50+ years for Class VI post-injection monitoring), or is the 5-year minimum stated in the RFP definitive for all permit types?

A. **The system will need to have a 5-year minimum retention for AI reasoning logs. This is a program level request for the developer. The permitted operator will have to retain their data for the life of the permit.**

Q.47. After a permit is issued, can a permittee submit a permit modification request? Does that go through the same AI review workflow as a new application, a shortened process, or something different?

A. **Permit modifications can be submitted after the initial permit application is approved. The system should have the capability to review post permit approval modifications during the life of the permit.**

Q.48. Can Attachment B (volumetric estimates) be shared now? What is the expected annual volume of Class I and Class VI applications?

A. **Attachment B is published with the other RFQ documents in the solicitation documents file in WV Oasis.**

Q.49. Is the agency's primary concern cost predictability (prefer a fixed per-application fee) or cost efficiency (prefer usage-based with AI optimization controls and budget caps)?

A. **Vendors should fill out attachment A, which asks for a unit price per Mtok and the extended cost for 250 Mtoks under Supportive and Variable services.**

Q.50. Is there an annual budget envelope for LLM/AI operational costs that proposals must stay within?

A. **Budgets are not discussed.**

Q.51. Integrations: Section 4.3.2.7 requires a standalone HITL Workflow Interface that operates independently from legacy systems, with human reviewers manually updating those systems rather than the AI interacting with them directly. However, Phase 2 of the project timeline lists "API integration with WVDEP systems" as a key activity, and Section 4.3.3.1.3 requires "direct integration or scheduled synchronization" with WVDEP databases. Can the State clarify the expected scope of automated API integration? Specifically: (a) which existing WVDEP systems and databases are targeted for automated API integration or scheduled synchronization, and (b) which systems will rely strictly on manual updates by staff through the HITL interface? If the Environmental Submission System (ESS) exists as a legacy system in scope, please clarify whether it falls under the automated integration or manual-update model.

A. **The system will need to integrate with the new WV OSSP system for reporting and payment, with OneLogin for external user access and ActiveDirectory for internal user access.**

Q.52. When the Watchdog Agent detects a regulatory change, how does the agency envision approving updates to the compliance engine logic, and what is the required alert turnaround time?

A. Developer will need to present how this will be implemented

Q.55. We are a small vendor probably capable of handling projects <500K. Is this for bigger vendors or small WMB sort of businesses?

A. All vendors are encouraged to participate in the competitive bidding process.

Q.56. We noticed that the solicitation-specific language states that online responses have been prohibited for this solicitation, while the standard Bid Submission language references possible submission by wvOASIS, paper, or facsimile, and the RFP-specific language appears to require separately sealed technical and cost proposals. Please confirm the required submission method for this RFP. Presuming that electronic submission via wvOASIS is the preferred method, is the requirement for Convenience Copies also removed?

A. Online responses are Prohibited for RFPs.

Q.57. Will the State accept FedRAMP, StateRAMP, SOC 2 Type II, or equivalent security documentation held by the proposed SaaS platform provider or hosting environment, rather than the prime vendor itself, provided the proposed solution is delivered through that certified or authorized environment?

A. **Yes, WVDEP will accept documentation from a large platform such as Amazon. FedRAMP authorization documentation from the SaaS platform provider is sufficient.**

Q.58. Where the RFP references FedRAMP Moderate authorization requirements or equivalent controls, please clarify what documentation the State will accept to demonstrate equivalent controls, including whether FedRAMP authorization documentation from the SaaS platform provider is sufficient.

A. **FedRAMP Moderate authorization documentation from the SaaS platform provider is sufficient.**

Q.59. Will the State allow/prefer vendors to propose a bring-your-own AI/LLM model approach where the workflow platform manages AI-integrated tasks, prompts, human review gates, audit logs, and data extraction, while the underlying model is selected, approved, or provided in coordination with WVDEP?

A. **Yes, vendors may propose a "bring-your-own-model" approach. However, the selected model must be approved by WVDEP/WVOT and must operate entirely within the required FedRAMP Moderate boundary.**

Q.60. The RFP references explainability and traceability of AI decisions. Will the State accept auditable decision records that include prompts, extracted data, source documents, confidence scores, validation results, reviewer actions, overrides, and human approvals in lieu of raw internal model chain-of-thought?

A. **Yes. Comprehensive audit records, including prompts, extracted data, confidence scores, and human actions are acceptable, provided they clearly demonstrate the AI's step-by-step reasoning and logic.**

Q.61. The RFP references legacy integration and existing systems such as ERIS, ESS, and AppEnhancer. Is it WVDEP intent to transition all data or will data remain intact post-implementation as a source of information for the new system and workflows?

A. **These are new application types with minimal legacy data. No transfer will be needed.**

Q.62. What methods/formats are currently available within existing operation software applications with which this solution must integrate? (DB access, API, flat file, etc.)

A. **API, DB Access and potentially other file formats will need to integrate.**

Q.63. Will WVDEP provide technical documentation, data dictionaries, API/interface specifications, export formats, or database schemas for ERIS, ESS, AppEnhancer, and any other relevant legacy systems during discovery?

A. **Yes, WVDEP will provide technical information and documentation.**

Q.64. The RFP defines AppEnhancer as containing approximately 5 million documents. Please clarify whether historical AppEnhancer documents are expected to be migrated, indexed, referenced, linked, or accessed in place for the initial implementation.

A. **No, there will be minimal data migration from AppEnhancer due to Class I and VI being new programs.**

Q.65. Please clarify the expected scope of historical data migration, including the estimated number of historical UIC records, permit applications, document sets, GIS files, and related metadata to be included in the base implementation.

A. **There are no UIC applications that can be shared and there are no historical records in WV for Class I and VI UIC. Developers will need to present the specifics in the proposal.**

Q.66. Please clarify the expected GIS file types, volume, and validation requirements for the "Historical Data & GIS Layer Ingestion" line item, including whether vendors should assume support for Shapefile, GeoJSON, KML, CAD, DWG, and related spatial data formats in the base proposal.

A. **See response to question 65.**

Q.67. Does WVDEP have an existing GIS platform, such as ArcGIS, that should remain the system of record for GIS layers and spatial analysis, with the proposed workflow platform integrating GIS review outputs into the permitting workflow?

A. **Yes, the WV DEP uses ESRI desktop and enterprise software and data formats.**

Q.68. Please clarify whether the State expects the proposed system to perform advanced geospatial modeling and analysis directly, or whether it is acceptable for the workflow platform to integrate with GIS tools or services that perform spatial validation and return results to the workflow.

A. **Advanced modeling and GIS analysis will be done by reviewers in a separate system.**

Q.69. Will WVDEP provide subject-matter experts to validate UIC Class I and Class VI regulatory checklists, AI prompts, review criteria, deficiency templates, public notice templates, and technical review workflows during implementation?

A. **Yes, staff will be available to validate comments and questions.**

Q.70. Will WVDEP provide representative sample applications, historical permit records, forms, GIS layers, deficiency notices, public notices, comment responses, and technical review examples for configuration, testing, and validation?

A. **To the extent possible, WVDEP will share example information where available.**

Q.71. The solicitation includes a line item for AI token usage where one unit equals one million tokens and the evaluated quantity is 250 units. Please confirm whether vendors should price only the 250 MTOK quantity in the cost proposal and separately identify any overage pricing or usage cap assumptions.

A. **Vendors need to list a unit price per MTOK. See answer to Question 5.**

Q.72. The solicitation includes a 200-hour custom enhancement labor bank. Please clarify whether this labor bank is intended for post-production enhancements only or may also be used during implementation for changes outside the agreed base scope.

A. **The labor bank would be intended for post production. Include unit price and extended cost.**

Q.73. If oral presentations are requested, will vendors be permitted to demonstrate representative workflows, AI extraction, HITL approval tasks, dashboards, GIS integration concepts, and audit logs using sample or synthetic data?

A. **Yes, sample and synthetic data will be permitted for presentations.**

Q.74. Please provide the anticipated user count for the system, excluding the 4 administrative staff and 4 staff members listed in the RFP. If possible, provide user counts broken down by internal users (reviewers and managers), and external users (applicants).

A. **See above noted count for reference.**

Q.75. Does WVDEP anticipate a "public-facing" interface that allows requests by guests/non-users or will all users be required to register before submitting information into the platform?

A. **No, we don't anticipate the public having unauthenticated access. Any user will have to register.**

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)

[X]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	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.

Business Solutions and Technologies LLC
Company

Michael R. Stockman
Authorized Signature

June 10, 2026
Date

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

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

State of West Virginia
[illegible]s

Solicitation

Proc Folder:	1913510	Reason for Modification:
Doc Description:	Workflow Based A	
Proc Type:	Central Contract -	

Date Issued	Solicitation Clos	Version
2026-04-29	2026-05-27 13:	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000042987

Vendor Name : Business Solutions and Technologies LLC, dba - BizSolutions.Tech

Address : 1 Creative Place

Street :

City : Charleston

State : WV **Country :** United States **Zip :** 25311

Principal Contact : Michael R Stockman

Vendor Contact Phone: 1-602-434-1596 **Extension:**

FOR INFORMATION CONTACT THE BUYER
Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor Signature X Michael R. Stockman **FEIN#** 820681726 **DATE** June 10, 2026

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

ADDITIONAL INFORMATION

The West Virginia Department of Administration, is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Department of Environmental Protection (WVDEP) Division of Water and Waste Management (DWWM) to provide software or services for Workflow Based Agentic AI, automation support, and a comprehensive E-Permitting system for Underground Injection Control (UIC) Class 1 and Class 6 permitting per the attached specifications and terms and conditions.

***Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Josh Hager - Joseph.E.HagerIII@wv.gov ***

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Turnkey Setup: Agentic AI, Dashboard, and Legacy Integration	1	LS	$380,000	$380,000

Comm Code	Manufacturer	Specification	Model #
43232201			

Extended Description:
Turnkey Setup: Agentic AI, Dashboard, and Legacy Integration

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
2	Data Migration: Historical Data & GIS Layer Ingestion	1	LS	$75,000	$75,000

Comm Code	Manufacturer	Specification	Model #
81112010			

Extended Description:
Data Migration: Historical Data & GIS Layer Ingestion

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
3	Year 1: FedRamp Hosting, Support, Security and Adversarial V	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 1: FedRamp Hosting, Support, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
4	Year 2: Hosting, Maintenance, Support, Licensing Renewal	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 2: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
5	Year 3: Hosting, Maintenance, Support, Licensing Renewal	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 3: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
6	Year 4: Hosting, Maintenance, Support, Licensing Renewal	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 4: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
7	Year 5: Hosting, Maintenance, Support, Licensing Renewal	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 5: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
8	Custom Enhancement Labor (Hourly Bank)	200.00000	HOUR	$190	$38,000

Comm Code	Manufacturer	Specification	Model #
43232201			

Extended Description:
Custom Enhancement Labor (Hourly Bank)

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
9	Cloud Data Storage Overage (per GB)	100.00000	EA	$.25	$25

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Cloud Data Storage Overage (per GB)

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
10	Year 6: SaaS Subscription & Support	1	YR	$140,000	$140,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Year 6 Renewal : Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
11	AI Token Usage (1 EA = 1 Million Tokens/ MTOK)	250.00000	EA	$75	$18,750

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
AI Token Usage Allocation. Note: Each unit (EA) represents one million (1,000,000) tokens (1 MTOK)

SCHEDULE OF EVENTS

Line	Event	Event Date

REQUEST FOR PROPOSAL

WV Department of Environmental Protection
CRQS DEP2600000017

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SECTION 1: GENERAL INFORMATION

1. **Introduction:**
   The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Department of Environmental Protection (WVDEP) Division of Water and Waste Management (DWWM) (hereinafter referred to as the "Agency") to provide software or services for Workflow Based Agentic AI, automation support, and a comprehensive E-Permitting system for Underground Injection Control (UIC) Class 1 and Class 6 permitting.

   The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as the best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

1.2. Definitions:

"Agentic AI" means an autonomous or semi-autonomous artificial intelligence system designed to execute specific workflows, make determinations, and process applications within defined regulatory scopes with minimal human intervention between decision points.

"AoR" means Area of Review, the region surrounding an injection well that must be evaluated for potential pathways for fluid migration, including identification of all artificial penetrations and underground sources of drinking water.

"AppEnhancer" means the document management system used by WVDEP containing approximately 5 million documents.

"CCS" means Carbon Capture and Storage, the process of capturing carbon dioxide emissions and storing them in deep underground geological formations.

"Class I Well" means an injection well used to inject hazardous waste, industrial non-hazardous liquids, or municipal wastewater beneath the lowermost formation containing a USDW within one-quarter mile of the well bore, as defined in 40 CFR Part 146 Subparts B and G.

"Class VI Well" means an injection well used for geologic sequestration of carbon dioxide (CO2), as defined in 40 CFR Part 146 Subpart H.

"Confining Zone" means a geological formation, group of formations, or part of a formation that is capable of limiting fluid movement above or below an injection zone.

"Contract Services" means Agentic AI software, AI automation of tasks, and configuring UIC processing software to perform tasks and support as described in these specifications.

"Corrective Action" means the use of methods to ensure that wells within the Area of Review do not serve as conduits for movement of fluids into underground sources of drinking water.

"ERIS" means Environmental Resource Information System, a client-server Windows application program that manages permitting and inspections for WVDEP.

"ESS" means Environmental Submission System, a web-based application that accepts permit applications and compliance documents.

"FedRAMP" means Federal Risk and Authorization Management Program, a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

"GIS" means Geographic Information System, a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.

"GraphRAG" means Knowledge Graph Retrieval-Augmented Generation, an advanced retrieval method capable of mapping complex relationships between regulations, geological data, and permit history.

"HITL" means Human-in-the-Loop, mandatory decision gates at critical regulatory milestones where the AI system suspends workflow and requires human review and approval before proceeding.

"Injection Zone" means a geological formation, group of formations, or part of a formation receiving fluids through a well.

"LLM" means Large Language Model, a type of artificial intelligence model trained on large amounts of text data to understand and generate human language.

"MIT" means Mechanical Integrity Test, testing conducted to verify the physical integrity of injection well casing, tubing, and packer to ensure no significant leaks exist.

"NLP" means Natural Language Processing, a branch of artificial intelligence that enables computers to understand, interpret, and generate human language.

"NoD" means Notice of Deficiency, a formal communication to an applicant identifying missing or insufficient information in a permit application.

"OCR" means Optical Character Recognition, technology that converts images of text into machine-readable text data.

"PISC" means Post-Injection Site Care, the monitoring and other actions required after cessation of injection to ensure that USDWs are not endangered, as required by 40 CFR 146.93.

"RAG" means Retrieval-Augmented Generation, an AI technique that enhances language model responses by retrieving relevant information from external knowledge sources.

"RBAC" means Role-Based Access Control, a method of restricting system access based on the roles of individual users within an organization.

"RPA" means Robotic Process Automation, technology that uses software robots to automate repetitive, rule-based digital tasks.

"SaaS" means Software as a Service, a software distribution model in which applications are hosted by a vendor and made available to customers over the internet.

"SDWA" means Safe Drinking Water Act, the principal federal law ensuring the quality of Americans' drinking water, under which the UIC program is established.

"SLA" means Service Level Agreement, a commitment between a service provider and a client regarding aspects of the service such as quality, availability, and responsibilities.

"SSO" means Single Sign-On, an authentication scheme that allows a user to log in with a single ID to access multiple related but independent software systems.

"TMP" means Testing and Monitoring Plan, a plan required for Class VI wells under 40 CFR 146.90 that describes how the owner or operator will monitor the injection operation.

"UIC" means Underground Injection Control, the EPA program under the Safe Drinking Water Act that regulates the construction, operation, permitting, and closure of injection wells.

"USDW" means Underground Source of Drinking Water, an aquifer or its portion which supplies any public water system or contains a sufficient quantity of groundwater to supply a public water system, and currently supplies drinking water for human consumption or contains fewer than 10,000 mg/l total dissolved solids.

"Workflow Based Agentic AI" means an autonomous or semi-autonomous AI system designed to execute specific workflows, make determinations, and process applications within defined regulatory scopes.

"WVDEP" means West Virginia Department of Environmental Protection.

"WVGES" means West Virginia Geological and Economic Survey, the state agency responsible for geological research and data management.

"XAI" means Explainable Artificial Intelligence, AI systems designed to provide clear rationale and transparency for their automated decisions and recommendations.

"ZEI" means Zone of Endangering Influence, the lateral area surrounding an injection well within which the pressures in the injection zone may cause migration of injection or formation fluid into a USDW.

1.3 Estimated Volumetrics for Pricing:

To assist the Vendor in calculating accurate rates for the initial term and subsequent renewal years, the Agency anticipates the following estimated volumes. When volumes affect the cost of their solution Vendors should utilize these figures when formulating their Cost Proposal:

A. Expected Applications per Year: [2 - 20]
B. Average Total Document Pager per Application: [500 - 1500]
C. Average Storage per Application (MB): [500MB - 3GB]
D. Average Pages of Text for AI Analysis per Application: [500 - 1500]
E. Estimated GIS Data Volume for Analysis per application: [100MB - 1 GB]
F. Database Storage per Application: [3 - 5GB]

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

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

Submission Deadline: 5/06/2026 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Joseph.E.HagerIII@wv.gov

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

6. **BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids or modification of bids via email.

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

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

VENDOR NAME: Business Solutions and Technologies LLC
BUYER: Josh Hager
SOLICITATION NO.: CRFP 0313 DEP2600000003
BID OPENING DATE: June 10, 2026
BID OPENING TIME: 1:30 PM ET
FAX NUMBER:

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

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

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

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

Bid Opening Date and Time: 6/10/2026 @ 1:30 PM ET

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

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

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

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

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

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

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

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

16. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

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

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

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

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

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

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

SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of 5 (five) years upon contract award. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

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

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

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

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

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

Vendor must maintain:

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

☐ **Automobile Liability Insurance** in at least an amount of: _____per occurrence.

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

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

☑ **Cyber Liability Insurance** in an amount of: $1,000,000.00 per occurrence.

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

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

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

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

☐ **LABOR/MATERIAL PAYMENT BOND**: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over $25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of $25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of $250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of $500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than $500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than $250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.
If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than $25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than $25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than $25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐ Check this box if no subcontractors will perform more than $25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

(Printed Name and Title) Michael R Stockman

(Address) 1 Creative Place

(Phone Number) / (Fax Number) 1-602-434-1596

(email address) mike.stockman@bizsolutions.tech

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, 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.

Business Solutions and Technologies LLC - dba BizSolutions.Tech
(Company)

Michael R. Stockman
(Signature of Authorized Representative)

Michael R Stockman, Founder / CEO. June 10, 2026
(Printed Name and Title of Authorized Representative) (Date)

1-602-434-1596
(Phone Number) (Fax Number)

mike.stockman@bizsolutions.tech
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

- [x] Addendum No. 1
- [ ] Addendum No. 2
- [ ] Addendum No. 3
- [ ] Addendum No. 4
- [ ] Addendum No. 5
- [ ] Addendum No. 6
- [ ] Addendum No. 7
- [ ] Addendum No. 8
- [ ] Addendum No. 9
- [ ] 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.

Business Solutions and Technologies LLC

Company

Michael A. Stackhouse

Authorized Signature

June 10, 2026

Date

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

SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment: The Agency is seeking a Workflow Based Agentic AI, Automation, and E-Permitting System to streamline the review process for Underground Injection Control (UIC) Class I and Class VI permit applications. The UIC Program, established under the Safe Drinking Water Act (SDWA), regulates the construction, operation, permitting, and closure of injection wells to protect underground sources of drinking water (USDWs). West Virginia administers primary enforcement authority (primacy) for Class I and Class VI wells.

> Class I wells inject hazardous waste, industrial non-hazardous liquids, or municipal wastewater beneath the lowermost formation containing a USDW within one-quarter mile of the well bore. These wells are subject to 40 CFR Part 146 Subparts B and G, and 47 CSR 13.
>
> Class VI wells are used for geologic sequestration of carbon dioxide (CO2) for carbon capture and storage (CCS) projects. These wells are subject to 40 CFR Part 146 Subpart H and 47 CSR 64, including Area of Review (AoR) and Corrective Action requirements.

The system must include AI-enabled Robotic Process Automation (RPA), advanced GIS integration, document processing, and mandatory human-in-the-loop decision gates to ensure regulatory compliance and auditability.

4.2. Software as a Service (SaaS): The application shall be delivered as a cloud-based Software Service (SaaS) solution, hosted and managed by the vendor, with end users accessing it via secure web browsers or authorized interfaces over the internet. The SaaS offering must fully comply with FedRAMP authorization requirements at the Moderate impact level, including continuous monitoring, security control baselines, and any necessary Agency Authorization to Operate (ATO) leveraging FedRAMP artifacts.

The Contractor shall provide:

- Subscription-based licensing with predictable annual costs
- 99.9% platform availability (excluding scheduled maintenance)
- Automatic updates, patches, and AI model improvements
- High availability and elastic scalability
- Data sovereignty within continental United States boundaries
- SLAs covering uptime, performance, incident response, and support
- Section 508 accessibility conformance for all user-facing components

4.3. Project Goals and Mandatory Requirements: The Vendor will address the development, configuration, and deployment of the Agentic AI and automation system. Vendor should describe its approach and methodology to provide the service or solve the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.3.1. Goals and Objectives – The project goals and objectives are listed below.

4.3.2. Terms of Service and Renewal: The initial terms of service shall be for five (5) years, with an option for contract renewal for an additional one (1) year service period.

4.3.2.1 General Automation and Dashboard Integration

The Vendor should describe how its solution will utilize an AI-enabled Robotic Process Automation (RPA) platform (or equal) with a central dashboard for all jobs and logs. The vendor's proposal should consider the following critical elements, at a minimum:

4.3.2.1.1 System Automation/Integration: Vendor should demonstrate how the system will integrate with existing operational software applications.

4.3.2.1.2 Dashboard Development: The Vendor should describe how it will develop a web-based (HTML) dashboard system that can be posted on an interface with the agency's existing website to control execution and show logs. This dashboard should include secure login/password capability to restrict data access, editing, and updates to authorized personnel only.

4.3.2.2 UIC Class I and Class VI Agentic AI Processing

The Vendor should describe how its system will streamline the review process for Class VI and Class I UIC applications using agentic workflows. The Vendor's proposal should consider the following critical elements, at a minimum:

4.3.2.2.1 Digital Intake Specialist Functionality: The solution should function as a "Digital Intake Specialist" to execute a multi-stage regulatory review process:

4.3.2.2.1.1 Agentic Routing and Sub-Workflow Orchestration: The system should determine whether an applicant requires Class I or Class VI processing and route them to the appropriate agentic workflow. Beyond high-level classification, the system should dynamically handle granular sub-routing required to fully assess the permit, such as triggering specific workflows for Area of Review (AoR) analysis, financial responsibility verification, corrective action planning, and injection well construction standards based on the specific data detected in the application.

4.3.2.2.1.2 Administrative Completeness Review: System should confirm all required sections of the permit application are present including project plans, site maps, Area of

Review (AoR) calculations, EPA Form 7520-6, facility location/legal description, operator identification, well construction details (casing/cementing programs), injection zone identification, confining zone characterization, proposed injection rates/volumes/pressures, and injection fluid characterization.

- For Class VI applications: detailed geologic characterization, Testing and Monitoring Plan (TMP), Injection Well Plugging Plan, Post-Injection Site Care (PISC) Plan, Emergency and Remedial Response Plan, and Financial Responsibility documentation. Use Computer Vision and NLP to verify signatures by Responsible Corporate Officers and mandatory certification statements.

- Applications link will be hosted at the following website: https://dep.wv.gov/WWE/PERMIT/UIC/Pages/default.aspx

4.3.2.2.1.3 Technical Compliance Review: System should confirm all submitted responses meet regulatory standards through advanced data extraction and geological validation. Evaluate injection zone properties (depth, thickness, lithology, porosity, permeability, formation pressure), confining zone integrity, USDW identification and protection, well construction design (casing materials, cementing programs), and operational parameters.

4.3.2.2.2 RAG and Source Grounding: The Agentic AI should utilize Retrieval-Augmented Generation (RAG) to retrieve contextual information from external databases. Preference may be given to solutions utilizing GraphRAG (Knowledge Graph RAG) or similar advanced retrieval methods capable of mapping complex relationships between regulations, geological data, and permit history. It is important that the solution be capable of mapping complex relationships between regulations, geological data, permit history, and the information in the documentation submitted. The vendor should describe what methods their solution will use to achieve this and prevent the AI from basing its responses on irrelevant and/or outdated information. The vendor should further explain why its chosen solution is better than other possible techniques.

4.3.2.2.3 Hallucination Mitigation: The vendor should describe how its solution will implement robust guardrails to minimize hallucinations.

4.3.2.2.4 Automated and Continuous AI Validation: Vendors should present a solution to accommodate security concerns. The security solution will provide continuous AI security for the permit review system. The proposed solution must include robust security protocols to ensure system security protections from (but not limited to) malicious requests,

unauthorized/unsafe approvals, unauthorized access, enforce safety policies, and avoid unintended harm.

4.3.2.2.5 Citations and Explainability: The software should provide references for all AI-generated interactions, indicating where in the supplied documents the information originated, with a link for reference. All automated decisions must include confidence scores and clear rationale.

4.3.2.3 Geospatial Analysis and Geographic Information System (GIS) Integration

The vendor should describe how their solution will handle Advanced Visualization Validation. The solution should not only visualize but automatically validate geographical data integrity (topology checks). It should support 2D and 3D visualization of subsurface stratigraphy and injection zones. The system should ingest and normalize common GIS formats (Shapefile, GeoJSON, KML, CAD, DWG) and standardize coordinate systems (e.g., auto-projecting to NAD83/UTM Zone 17N) to ensure alignment with state standards. The Vendor's proposal should consider the following critical elements, at a minimum:

4.3.2.3.1 Automated Risk Assessment & AoR: The system should include advanced spatial evaluation features for determining the Area of Review (AoR) using both fixed-radius (1/4 mile for Class I) and computational modeling methods (for Class VI). It should automatically identify potential risks within the AoR including:

- All artificial penetrations (wells, mines, boreholes) within the calculated AoR
- Faults and fractures that may serve as fluid migration pathways
- Underground sources of drinking water (USDWs)
- Proximity to sensitive receptors and surface water bodies
- For Class VI: validate computational model inputs, boundary conditions, and assumptions for AoR delineation

4.3.2.3.2 Data Integration & Correlation: The system should act as a geospatial hub, correlating applicant data with external sources including:

- Property & Plats: Overlaying surface ownership tracts and referencing digital courthouse plats to verify legal rights and pore space ownership
- State & Federal Databases: Direct integration or scheduled synchronization with WVGES (West Virginia Geological and Economic Survey), EPA SDWIS for USDW identification, WV Office of Oil and Gas well records, and WVDEP databases
- Conflict Detection: Automated checking for overlapping subsurface mineral rights or existing injection permits

4.3.2.4 Document Processing and AI Drafting

The Vendor should describe how their solution will handle PDF parsing & OCR: The solution should accurately extract data from PDF permit applications, including scanned images using Optical Character Recognition (OCR). The Vendor's solution should consider the following critical elements, at a minimum:

4.3.2.4.1 Engineering "Blueprint" Vision Agents: Beyond standard OCR, the vendor's solution should utilize specialized Computer Vision agents trained on engineering schematics, database information, web-based data, shapefile and CAD drawings. These agents should be capable of extracting technical data (e.g., casing depths, cement thickness, tubing packer placement, well construction diagrams) directly from visual diagrams to verify compliance with construction, design and regulatory standards.

4.3.2.4.2 AI Draft Generation: The system should develop an AI-based drafting module using Natural Language Processing (NLP) to automatically generate formatted permit draft documents. Draft permits shall follow WVDEP standard templates and include: Facility Information, Well Construction Requirements, Operating Requirements (maximum injection pressure, rate, volume limitations), Monitoring and Reporting Requirements, Plugging and Abandonment Requirements, and General Conditions. For Class VI permits: approved AoR with reevaluation schedule, corrective action requirements, CO2 stream specifications, Testing and Monitoring Plan conditions, Emergency Response requirements, and Post-Injection Site Care (PISC) requirements.

4.3.2.4.3 Completeness Determination: The Agentic AI should check documents submitted via an e-form based electronic permit application utilizing standardized permit application forms and attachment based data submittal section to determine completeness against regulatory checklists for Class I (including EPA Form 7520-6, geologic data, well construction details) and Class VI (including site characterization, AoR modeling, operational plans, financial responsibility).

4.3.2.4.4 Notice of Deficiency Generation: If incomplete, the system should generate a draft Notice of Deficiency (NoD) email or letter for human staff review and approval before transmission, specifying exactly which items are missing or insufficient.

4.3.2.4.5 Public Notice Document Generation: The platform shall generate public notice documents compliant with 40 CFR 124 and applicable state requirements, including fact sheets summarizing the permit application, notification recipient lists, and comment period deadline calculations (30 days minimum, 45 days for Class VI).

4.3.2.4.6 Response to Comments: The platform shall ingest and categorize public comments, generate draft responses using a regulatory response library, flag substantive technical

comments requiring detailed response, and compile a Response to Comments document formatted for public release.

4.3.2.5 Workflow Integration

The vendor should describe how their solution would address the following critical elements, at a minimum:

4.3.2.5.1 Secure Submission Handling: The Agentic AI should retrieve applications submitted via web portal or a secure agency-controlled gateway. The platform shall generate a unique application tracking number and create an electronic case file immediately upon submission.

4.3.2.5.2 Agency Logs & Deep Observability: The system should create an adjacent agency folder for logs, allowing WVDEP to review comments and actions taken by the AI for quality control. All automation shall be auditable with all directions and actions recorded for the period meeting WVDEP's retention policy or 5 years if not defined.

4.3.2.5.3 AgentOps Observability: The system should utilize advanced AgentOps observability tools to record the full "Chain of Thought" for every decision. Unlike simple transaction logs, this should capture the step-by-step reasoning process (e.g., "Step 1: Identified fault. Step 2: Measured distance. Step 3: Cited Rule X.") to ensure full legal defensibility and auditability.

4.3.2.5.4 Mandatory Human-in-the-Loop (HITL) Decision Gates: The system shall enforce mandatory "stop points" at critical regulatory milestones. The Agentic AI will suspend the workflow and notify agency staff via the dashboard, requiring digital sign-off to proceed. Required HITL gates include:

HITL Milestone	Trigger Conditions	Required Actions
1. Pre-NoD Review (Administrative Completeness)	Application intake complete; all required documents checked	Verification of missing documents before a Notice of Deficiency is finalized or sent
2. Administrative Compliance Approval	Fees verified; ownership validated; public notice requirements identified	Supervisor approves compliance or issues deficiency notice; initiates public notice process
3. AoR & Risk Validation (Technical Screening)	Initial technical parameters extracted; AoR delineated; risk assessment complete	Human review of AI-generated AoR and fault analysis; determines expedited vs. standard review track

4. Technical Analysis Approval	Full technical review complete; corrective action needs identified	Senior technical reviewer validates findings; approves permit conditions; may request additional analysis
5. Draft Permit Approval	Draft permit document generated with all conditions	Human review of AI-drafted permit conditions before document is locked for public comment
6. Final Decision	Public comment period complete; response to comments prepared	Human administrator executes final "Issue" or "Deny" command; AI cannot autonomously issue a permit

4.3.2.6 AI Token Usage and Cost Management

The Vendor shall describe how their solution addresses the operational costs associated with Large Language Model (LLM) token consumption. As AI-powered permit review involves substantial document processing, analysis, and generation tasks, the Agency requires transparency and predictability in token-related costs. The Vendor's proposal should address the following critical elements, at a minimum:

4.3.2.6.1 Token Cost Pricing Model: The Vendor shall clearly describe how token costs are structured within their pricing proposal.

4.3.2.6.2 Cost Predictability and Budget Controls: The Vendor shall describe mechanisms to ensure cost predictability for the Agency.

4.3.2.6.3 Token Optimization Strategies: The Vendor shall describe technical approaches used to minimize token consumption while maintaining output quality.

4.3.2.6.4 Estimated Token Usage: Based on the estimated volumetrics provided in Section 1.3, the Vendor shall provide estimated token consumption. **See Attachment B**

4.3.2.6.5 Usage Transparency and Reporting: The Vendor shall provide robust token usage monitoring and reporting capabilities.

4.3.2.6.6 Model Flexibility and Future-Proofing: The Vendor shall describe how the solution accommodates evolving AI capabilities and cost structures.

4.3.2.6.7 Cost Guarantees and Contractual Protections: The Vendor shall describe contractual commitments regarding token costs over the life of the contract.

4.3.2.7 HITL Workflow Interface and Legacy System Independence

The Agency currently operates multiple independent, pre-AI legacy systems for permit management. These systems were developed prior to modern AI integration capabilities and operate on independent architectures that are not currently designed for direct AI interaction or automation.

To preserve the integrity of these legacy systems while enabling AI-assisted permit review, the Vendor shall provide a standalone HITL Workflow Interface that operates independently from current legacy systems. This interface shall serve as the primary workspace for human reviewers to receive, process, and complete AI-generated requests without requiring the AI system to directly port through, interact with, or modify legacy permitting systems.

The Vendor's proposal should address the following critical elements, at a minimum:

4.3.2.7.1 Standalone HITL Workflow Interface: The Vendor shall provide a self-contained, browser-based interface where all AI-to-human and human-to-AI interactions occur.

4.3.2.7.2 AI-Generated Request Workflow: The Vendor shall describe how the AI system generates and routes requests to human reviewers without interacting with legacy systems.

4.3.2.7.3 Human-Mediated Legacy System Updates: The Vendor shall describe how the workflow maintains synchronization through human action rather than direct AI integration.

4.3.2.7.4 Data Flow Architecture: The Vendor shall describe the data flow model that maintains separation between the AI platform and legacy systems:

Inbound Data Flow (Application Intake):

- Applicants submit permit applications through a web based application portal.
- AI platform ingests documents via e-form based application procedure and begins automated review process
- AI generates HITL requests as processing milestones are reached

Outbound Data Flow (Permit Processing):

- Human reviewer completes HITL task in the AI platform interface
- System generates export package with status updates, data summaries, and documents
- Reviewer manually updates associated legacy systems and permit record with relevant information

4.3.3. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendors should describe how they will comply with the mandatory requirements and include any areas where their proposed solution exceeds the mandatory requirement.

4.3.3.1 Data Integration and Regulatory Compliance

4.3.3.1.1 Formats: Support ingestion of XML, CSV, PDF, GIS layers (Shapefile, GeoJSON, KML, CAD, DWG), well logs, and standard permit forms.

4.3.3.1.2 Compliance Engine & Watchdog Agents: An adaptable engine that encodes Class I and Class VI UIC regulatory requirements for automated checks. The system will include a dedicated Regulatory Monitoring "Watchdog" Agent that monitors external data sources (e.g., Federal Register, EPA website, State Legislature feeds) 24/7. This agent will alert agency staff to relevant regulatory changes and suggest updates to the system's compliance engine logic.

4.3.3.1.3 External System Integration: Vendor will demonstrate how the proposed system will effectively retrieve necessary data validation information for cross-checking, accuracy, viability etc. from other agencies and department database systems.

4.3.3.2 Security and Deployment

4.3.3.2.1 Encryption: Data will be encrypted both in transit (TLS 1.3) and at rest (AES-256).

4.3.3.2.2 Access Control: Implement Role-Based Access Control (RBAC) aligned with WVDEP organizational structure and Multi-Factor Authentication (MFA) for all users.

4.3.3.2.3 Privacy and PII Handling: The Vendor will explicitly describe their approach to data privacy, specifically detailing how Personally Identifiable Information (PII) and Confidential Business Information (CBI) will be identified, stored, and protected within the system.

4.3.3.2.4 Deployment Environment & Hosting Options: The system will be deployed in a FedRAMP Moderate authorized cloud environment (e.g., AWS GovCloud, Azure Government) with data residency within the continental United States.

4.3.3.2.5 Single Sign-On Integration: SSO integration with WVDEP identity management systems via SAML 2.0 or OpenID Connect.

4.3.3.2.6 Security Assessments: Annual third-party penetration testing with results shared with WVDEP, vulnerability scanning, and patching within 30 days for critical vulnerabilities.

4.3.3.3 Support and Maintenance

4.3.3.3.1 The Support and Maintenance period, including the warranty, shall officially commence only upon written System Acceptance by WVDEP.

4.3.3.3.1.1 Acceptance shall be defined as successful demonstration and testing of all system requirements including training, with the ability for all users to navigate and utilize the system to perform their roles.

4.3.3.3.2 Support Access & Availability:

4.3.3.3.2.1 The Vendor shall provide technical support at minimum, during standard business operations hours.

4.3.3.3.3 Scope of Support:

4.3.3.3.3.1 Assistance with software configuration and cloud environment optimization for efficiency and cost control.

4.3.3.3.3.2 Troubleshooting and establishing secure remote connections.

4.3.3.3.3.3 Dedicated Technical Account Manager assigned to WVDEP.

4.3.3.3.3.4 Monthly service review meetings and quarterly business reviews

4.3.3.3.3.5 Additional AI system training.

4.3.3.3.4 Stabilization Warranty: The Vendor shall provide a stabilization warranty beginning immediately after system acceptance. During this period, the Vendor will

remediate any automation breakages or system failures caused by minor updates or environment changes at no additional cost.

4.3.3.4 Licensing

The Vendor will provide all necessary software licenses, including:

4.3.3.4.1 Licenses for 4 administrative staff to utilize the monitoring/reporting dashboard.

4.3.3.4.2 Licenses for 4 staff members to adjust/create automation via web interface.

4.3.3.4.3 Appropriate access for permit applicants, reviewers, and managers as needed for HITL approval workflows.

4.3.3.5 Regulatory Compliance

4.3.3.5.1 FedRAMP Authorized Environment: The proposed software solution will be hosted in a FedRAMP Moderate authorized cloud environment (e.g., AWS GovCloud, Azure Government) or demonstrate equivalent security controls compliant with State/Federal requirements.

4.3.3.5.2 NIST Compliance: The solution will comply with the National Institute of Standards and Technology (NIST) guidelines as defined in NIST 800-53.

4.3.3.5.3 Auditability: All automation will be auditable, meaning all directions and actions taken by the AI and automation are recorded for the period meeting WVDEP's retention policy or 5 years if not defined.

4.3.3.5.4 Section 508 Compliance: All user-facing components shall conform to Section 508 accessibility requirements.

4.3.3.5.5 AI Governance: Documentation of AI model training data sources and methodologies, bias testing and mitigation procedures with annual reporting, model performance monitoring and drift detection with alerts, and human override capabilities at all decision points.

4.3.3.5.6 Annual SOC 2 Type II audit report provided to WVDEP with right to audit clause allowing WVDEP or designated third party to conduct security assessments.

4.3.3.6 Data Ownership and Exit Strategy

4.3.3.6.1 All WVDEP data, including application materials, permit documents, and system-generated content, shall remain the sole property of the State of West Virginia.

4.3.3.6.2 The vendor shall not use WVDEP data for any purpose other than providing the contracted services without explicit written authorization. WVDEP data shall not be used to train AI models that benefit other customers without explicit written consent. Data must not be transmitted outside of the United States. Please see webstie below for Best Practices for AI. Website lists prohibited software and AI models that are banned via the FCC.
https://technology.wv.gov/policy-governance/artificial-intelligence

4.3.3.6.3 Upon contract termination, the vendor shall provide complete data export within 30 days in open, non-proprietary formats (PDF, CSV, JSON, XML, standard document formats) at no additional cost.

4.3.3.6.4 The vendor shall provide transition assistance for up to 90 days following termination to support migration to a replacement system.

4.3.3.6.5 All WVDEP data shall be securely deleted from vendor systems within 60 days of confirmed data transfer, with written certification of destruction.

4.4. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.4.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.4.1.1. Company Background and Years of Experience: Vendor will specify their experience and qualifications. Vendor must provide background in providing enterprise software and/or AI-based systems, particularly for government regulatory applications.

4.4.1.2. Relevant experience with agentic AI or autonomous systems (References): Vendor shall list experience with agentic AI and/or autonomous systems, including experience with environmental regulatory compliance systems. Experience listed must include references.

4.4.1.3. Relevant Key Personnel and Roles: Vendor must provide a list of all key personnel involved with the experience in the referenced project builds, including roles. These shall be for personnel that will be a part of the contracted project in this bid. Technical staff with expertise in geosciences, environmental engineering, or related fields is highly desirable.

4.4.2. Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendors should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate.

4.4.2.1. Vendor shall ensure compliance with all applicable data privacy, cybersecurity, and AI governance procedures.

4.4.2.2. Vendors must sign a confidentiality agreement upon contract award.

4.4.2.3. Vendors must hold current FedRAMP, StateRAMP, or SOC 2 Type II certification.

4.5. Oral Presentations (Agency Option): The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening. During oral presentations, Vendors may not alter or add to their submitted proposal but only clarify information. A description of the materials and information to be presented is provided below:

4.5.1. In-House presentation to committee outlining proposals, methodology, and providing an informal project demo including demonstration of AI capabilities, HITL workflow, GIS integration, etc.

4.5.2. The agency will ask clarification questions regarding the vendor's submitted solution, including, but not limited to, technical approach to Class I and Class VI permit review automation.

4.5.3. Vendors will be asked to give an oral presentation to the committee to allow a better understanding of the Vendor's knowledge of the business and solution being proposed, with specific focus on regulatory compliance capabilities and integration approach with existing WVDEP systems.

4.6. Implementation Timeline: The vendor will provide a phase-based implementation timeframe with key development milestones (table 4.6.1.). The implementation timeline will provide anticipated timelines from contract award to full production deployment: **See Attachment C**

SECTION 5: VENDOR PROPOSAL

5.1. Economy of Preparation: Proposals should be prepared to provide a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

5.2. Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

5.3. Proposal Format: Vendors should provide responses in the format listed below:

5.3.1. **Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. The cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

5.3.2. **Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

5.3.3. **Table of Contents:** Clearly identify the material by section and page number.

5.3.4. **Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

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

(Oral interview, if applicable) (§ 4.5) — (5) Points Possible

Total Technical Score: — 70 Points Possible

Total Cost Score: — 30 Points Possible

Total Proposal Score: 100 Points Possible

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.

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: Lowest Cost of All Proposals / Cost of Proposal Being Evaluated = Cost Score Percentage

Step 2: Cost Score Percentage X Points Allocated to Cost Proposal = **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

Proposal 1: Step 1 – $1,000,000 / $1,000,000 = Cost Score Percentage of 1 (100%)
Step 2 – 1 X 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 X 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.

Business Solutions and Technologies LLC
(Company)

Michael R Stockman, Founder / CEO
(Representative Name, Title)

1-602-434-1596
(Contact Phone/Fax Number)

June 10, 2026
(Date)

Attachment A: Cost Sheet

ATTACHMENT A *UIC Class 1 and 6 Agentic AI System Solution Cost Sheet*					
Item	Service Description	Unit	Qty	Unit Cost	Extended Cost
	Implementation & Configuration (Initial Setup)				
1	Turnkey Setup: Agentic AI, Dashboard, and Legacy Integration	LS	1	$ -	$ -
2	Data Migration: Historical Data & GIS Layer Ingestion	LS	1	$ -	$ -
	Annual SaaS Subscription (Fixed Cost)				
3	Year 1: FedRAMP Hosting, Support, Security and Adversarial Validation	YR	1	$ -	$ -
4	Year 2: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation	YR	1	$ -	$ -
5	Year 3: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation	YR	1	$ -	$ -
6	Year 4: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation	YR	1	$ -	$ -
7	Year 5: Hosting, Maintenance, Support, Licensing Renewal, Security and Adversarial Validation	YR	1	$ -	$ -
	Supportive & Variable Services				
8	Custom Enhancement Labor (Hourly Bank)	HR	200	$ -	$ -
9	AI Token Usage (1 EA = 1 Million Tokens/MTOK)*	Mtok	250	$ -	$ -
10	Cloud Data Storage Overage (per GB)	GB	100	$ -	$ -
	Renewal Year				
11	Year 6: Maintenance, Support, Licensing Renewal, Security and Adversarial Validation	YR	1	$ -	$ -
	TOTAL BID AMOUNT (Items 1.1 through 3.3)				$ -

Token Usage Calculation (Attachment B - 4.3.2.6.4)
Bidders must provide a Price Per 1M Tokens (MTok). For evaluation and award, the total bid is calculated by multiplying the unit price by a fixed quantity of 100,000,000 tokens (250MTok).

Contractual Cap & Change Orders
The 250MTok quantity represents a fixed contractual limit. Should the State's requirements exceed the initial 250MTok allocation, additional tokens must be purchased via a formal Change Order process. Usage cannot exceed 250MTok unless the Purchasing Department approves a formal Change Order to increase the quantity. The State is not liable for any usage beyond the authorized amount.

Billing and Payment
Payment is made in arrears based on actual consumption documented via vendor-provided usage reports, up to the maximum authorized contract total.

ATTACHMENT B UIC Class 1 and 6 Agentic AI System Solution Estimated Token Usage Est. Annual Total (20 Applications)	
Processing Activity	**Est. Tokens per App**
Document Ingestion & OCR	
Administrative Completeness Review	
Technical Compliance Analysis	
Geologic/AoR Evaluation	
Draft Permit Generation	
Public Notice & Response to Comments	
HITL Review Support & Explanations	
Total per Application (Average)	

ATTACHMENT C UIC Class 1 and 6 Agentic AI System Solution Timeline		
Phase	**Duration**	**Key Activities**
Phase 1: Discovery & Configuration		Requirements validation, tenant setup, SSO integration, and ERIS/ESS system assessment.
Phase 2: Integration Development		API integration with WVDEP systems, WV-specific regulatory rule configuration, and AI model training.
Phase 3: Data Migration & Testing		Historical data migration, User Acceptance Testing (UAT), security testing, and HITL workflow validation.
Phase 4: Pilot Deployment		Pilot launch with limited applications, user training, and system refinement based on feedback.
Phase 5: Production Launch		Full production deployment, go-live support, and 30-day "hypercare" stabilization period.

Software as a Service Addendum

1. Definitions:

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

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

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

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

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

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

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

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

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

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

Restricted data means personal data and non-public data.

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

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

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

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

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

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

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

b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.

c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.

d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.

e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.

f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.

g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.

h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

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

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

a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.

b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at https://apps.wv.gov/ot/ir/Default.aspx, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.

c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at https://apps.wv.gov/ot/ir/Default.aspx, and the public jurisdiction point of contact for general contract oversight/administration.

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

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

b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.

c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.

d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

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

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

7. Termination and Suspension of Service:

a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.

b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.

c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

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

d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.

e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

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

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

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

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

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

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

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

14. Security:

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

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

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

c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREED:

Name of Agency:	Name of Vendor: Business Solutions and Technologies LLC
Signature:	Signature: Michael A. Stackman
Title:	Title: Founder / CEO
Date:	Date: June 10, 2026

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: Business Solutions and Technologies LLC

Name of Agency: Department of Environmental Protection

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
   Yes [X]
   No [ ]

2. If yes to #1, does the restricted information include personal data?
   Yes [ ]
   No [X]

3. If yes to #1, does the restricted information include non-public data?
   Yes [X]
   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 [X]

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: Michael R Stockman

   Email address: mike.stockman@bizsolutions.tech

   Phone Number: 602-434-1596

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DOCUMENT STR

The requested d **conditions page**. This document **contains supplier** entary attachments, you must open this document in ts. See the AWS Artifact User Guide for instructions o

FedRAMP

TERMS AND CON

You hereby agree wise make this document available to an *individual* This document is AWS Confidential Information (as d you may not remove these terms and conditions f this document, without Amazon's express written c urposes competitive with Amazon. You may distribu pon the commercially reasonable request by (1) an end user of your service, to the extent that your service functions on relevant AWS offerings provided that such distribution is accompanied by documentation that details the function of AWS offerings in your service, provided that you have entered into a confidentiality agreement with the end user that includes terms not less restrictive than those provided herein and have named Amazon as an intended beneficiary, or (2) a regulator, so long as you request confidential treatment of this document (each (1) and (2) is deemed a "Permitted Recipient"). You must keep comprehensive records of all Permitted Recipient requests, and make such records available to Amazon and its auditors, upon request. You further (i) acknowledge and agree that you do not acquire any rights against Amazon's Service Auditors in connection with your receipt or use of this document, and (ii) release Amazon's Service Auditor from any and all claims or causes of action that you have now or in the future against Amazon's Service Auditor arising from this document. The foregoing sentence is meant for the benefit of Amazon's Service Auditors, who are entitled to enforce it. "Service Auditor" means the party that created this document for Amazon or assisted Amazon with creating this document.

AWS FedRAMP Customer Package Overview

Welcome to Amazon Web Services' (AWS) FedRAMP Customer Package provided to you through AWS Artifact! This package is provided to AWS customers to support AWS US East/West (FedRAMP Moderate) and AWS GovCloud (US) (FedRAMP High) Regions. It includes guidance related to building services on top of AWS service offerings and will assist customers in architecting FedRAMP/Department of Defense (DoD) Impact Level (IL) 2/4/5 compliant workloads on AWS.

Please visit our AWS Services in Scope by Compliance Program webpage to view the latest approved service listing. The AWS FedRAMP webpage has additional information, such as Frequently Asked Questions (FAQs) as well as links to additional AWS resources and blogs. If you have any questions, email aws-compliance-fedramp@amazon.com.

Note to Federal Customers: Federal customers requesting additional AWS FedRAMP documentation can do so using the FedRAMP Package Access Request Form, which will include instructions for form submission (after clicking the hyperlink, form will be in your downloads folder).

Artifact Package Contents

The AWS FedRAMP Customer Package Overview contents, attached to this PDF cover page, includes:

- **AWS System Security Plan (SSP) Appendix J - Control Implementation Summary (CIS) and Customer Responsibility Matrix (CRM) Workbook:** This document is attached as a Microsoft Excel file and contains tabs for both the CIS and CRM components.
    1. The CIS tab summarizes FedRAMP/DoD control ownership and documents which controls are the responsibility of AWS, the customer, and/or shared.
    2. The CRM tab provides a control-based breakdown of defined customer responsibility within the AWS Shared Responsibility Model as it relates to applicable FedRAMP and DoD security controls.
- **AWS US East/West Provisional Authorization:** Defense Information Systems Agency (DISA)-provided memorandum for AWS US East/West following the most recent 3PAO Annual Assessment, confirming FedRAMP Provisional Authorization. Please note this document may be redacted.
- **AWS GovCloud (US) Impact Level 4 (IL4) / Impact Level 5 (IL5) Provisional Authorization:** DISA-provided memorandum for AWS GovCloud (US) IL4 / IL5 following the most recent 3PAO Annual Assessment, confirming DoD Provisional Authorization. Please note this documents may be redacted.

AWS Documentation – User and Configuration Guides for AWS Services

The AWS Documentation website, provides additional information for customers related to AWS services, which includes user and configuration guides, code samples, software development kits (SDKs) and toolkits, application programming interface (API) and command-line interface (CLI) references, and other technical documentation. Once customers have landed on the AWS Documentation website, they can use the "All products" search bar to locate information for a service.

Viewing Attachments in PDF Documents

We recommend using the following instructions and applications that currently support viewing PDF attachments:

- **Adobe Acrobat Reader:** Download the latest version of Adobe Acrobat Reader from the Adobe website. For instructions on how to view PDF attachments in Acrobat Reader, see Links and attachments in PDFs on the Adobe Support website.
- **Firefox Browser:**
    1. Download the latest Firefox web browser from the Mozilla website.
    2. Open the PDF file in Firefox's built-in PDF viewer. For instructions, see View PDF files in Firefox or choose another viewer on the Mozilla Support website.
    3. To view PDF attachments in Firefox's built-in PDF viewer, choose Toggle Sidebar, Show Attachments.