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Created by Vulcan Technologies Inc.

Response to Request for Proposal

ONE-STOP-SHOP PERMITTING PORTAL - STATE OF WEST VIRGINIA

CRFP 0201 SEC2600000001

Submitted by:

Vulcan Technologies Inc.

Trajan — AI-Powered Permitting Transparency Platform

VOLUME I — TECHNICAL PROPOSAL

(No pricing information included in this volume, per §5.3.1.)

Title Page (§5.3.2)

RFP Subject: One-Stop-Shop Permitting Portal

RFP Number: CRFP SEC2600000001

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Date: 12/3/2025

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Vulcan Technologies references each requirement by **RFP section number and heading** and provides a direct response immediately following the restated requirement. Volume I contains **no pricing**; **Volume II** is submitted separately and sealed.

Section B — §4.1 Background and Current Operating Environment

RFP Restatement: West Virginia will create a **One Stop Shop Permitting Portal** under W. Va. Code §5A-13-1 et seq., with a single public-facing dashboard to identify/apply for permits, licenses, and approvals. The solution must initially incorporate: **Commerce; Environmental Protection; OEHS; Revenue (excluding Lottery/DFI); Tourism; Transportation (excluding DMV); Secretary of State.**

Vulcan Response:

Trajan is Vulcan’s **agentic-AI permitting platform** that unifies intake, guidance, routing, tracking, inspection, and transparency across agencies. Trajan includes **two purpose-built assistants**:

- **Agency Assistant (government side):** agentic AI triages intake, checks completeness, applies eligibility/routing logic, answers staff questions in natural language grounded in current policy/forms, and maintains an auditable reasoning trail.
- **Applicant Assistant (citizen/business side):** agentic AI guides users to the correct permits, auto-fills forms, validates attachments, explains requirements in plain language, and supports multilingual Q&A.

Trajan delivers a **unified permitting pipeline** with role-based dashboards; real-time SLA clocks; end-to-end audit trails; offline mobile inspections; and exportable transparency reports. Our architecture supports **rapid onboarding** of the initial agencies and **scales** to additional agencies/permits without re-platforming. We emphasize **agentic AI** (plan-act-verify loops; policy graph; natural-language workflow) rather than static “search”, ensuring AI is embedded at **every level**.

We bring **proven success in Virginia** with the Office of Regulatory Management (ORM), where our team deployed agentic AI to accelerate statewide regulatory review, and supported multi-agency transparency. This experience informs our **WV implementation playbook** and **6-month launch plan**.

Section C — §4.2.1 Goals & Objectives (Approach & Methodology)

§4.2.1.1 — Methodology to develop a One-Stop dashboard (public + internal)

Trajan delivers two integrated interfaces through a **four-phase methodology**.

The **Public AI Dashboard** provides plain-language search via agentic artificial intelligence, allowing users to describe projects in everyday terms and receive personalized permit lists across agencies. It displays permit timelines with **milestone clocks** showing stage, reviewer, and expected completion, along with decision status, deficiency alerts with remediation guidance, and proactive “what’s next” guidance. Data export is available in CSV and JSON formats.

The **Internal Console** provides work queues organized by role and stage with priority sorting, **SLA heatmaps** identifying bottlenecks, workload balancing tools, bulk action capabilities, and complete **audit logs** for every action and decision.

Our build methodology proceeds in four phases. During **Discovery** (Weeks 1-4), we conduct stakeholder workshops to document permit types, workflows, and integration requirements, then create a canonical permit header and milestone schema. During **Integration** (Weeks 3-8), we build connectors to each agency system using API, ETL, or SFTP based on their technical landscape. During **Agentic Orchestration** (Weeks 4-10), we deploy the AI layer that interprets policies and drives workflow actions with full auditability. **Usability Testing** runs throughout, with three rounds of testing with actual end-users before pilot and findings incorporated each sprint.

§4.2.1.2 — Flexible & secure Role-Based Access Control (RBAC)

Trajan implements **attribute-based RBAC** controlling access across five dimensions: **Role** (functional capabilities like Reviewer, Approver, Supervisor), **Agency** (visibility limited to assigned agencies), **Organizational Unit** (further restriction to division or region), **Permit Type** (access to specific permit categories), and **Field-Level** (sensitive fields like SSN restricted independently).

Administrators manage access through a **visual permission matrix**. The system integrates with the State's identity provider via **SAML 2.0 or OIDC**, supports **group-based role mapping** from Active Directory or Azure AD, and uses **SCIM provisioning** for automated user lifecycle management when employees join, transfer, or leave.

All access is **audit-logged** with user, timestamp, IP address, and action. The system enforces **least-privilege**, requires documented approval for temporary elevations that auto-expire, and prevents conflicts of interest such as an applicant reviewing their own application.

§4.2.1.3 — Responsive interface to track applications & apply for additional permits

Applicants track status through every workflow stage from Received through Completeness Review, Technical Review, Public Notice, Decision, and Appeal Window. Each stage shows **timestamp**, **current owner**, **expected timeline**, and **reason codes** for any delays. A **visual timeline** displays completed steps, current position, and remaining stages.

The interface uses **mobile-first responsive design** with touch-optimized controls and targets load time under 2 seconds.

For additional permits, the Applicant Assistant **detects related permits** based on project description, offers **one-click initiation** with auto-filled data from prior submissions, **shares attachments** across applications without re-uploading, and links all related applications in a **unified portfolio view**.

§4.2.1.4 — Intelligent assistant embedded for public users (agentic AI)

The Applicant Assistant uses **policy-aware agentic AI** operating in a **plan-act-verify cycle**. It first interprets natural-language project descriptions, identifying key entities and intent. It then applies the **policy graph**—encoded statutes, regulations, and agency rules—to determine applicable permits and requirements. It takes actions such as generating personalized checklists, pre-filling forms, and validating documents. Finally, it confirms outcomes with the user and adjusts based on feedback.

The assistant **infers eligibility** from plain-language descriptions like "I want to open a restaurant in Charleston," generates **personalized document checklists** reflecting the user's specific situation, **auto-fills forms** from prior filings and uploaded documents with user confirmation, and **validates attachments** for file type, size, completeness, missing signatures, and image quality. It explains statutory obligations in **plain language** with links to full regulatory text,

supports **English** at launch with additional languages configurable, and **escalates to a human representative** when it cannot confidently assist.

§4.2.1.5 — Dynamic, transparent public tracking

The applicant dashboard provides **real-time visibility** including live SLA clocks that update continuously, timestamps for every stage transition, the current owner (unit or individual per agency policy), and reason codes explaining any waits or delays. Applicants receive **status change notifications** via their preferred channel.

Public transparency metrics visible to applicants and the general public include median and 90th percentile cycle times per permit type, SLA attainment rates, current backlog counts by stage, and deficiency rates. All changes are recorded in **tamper-evident audit logs** supporting compliance verification and dispute investigation.

§4.2.1.6 — Robust session management & draft-saving

The system **auto-saves every few seconds** without requiring users to click a save button. Uploads are **resumable**, so interrupted transfers continue from the last checkpoint. All drafts are stored **server-side with AES-256 encryption**, making them accessible from any device.

When users return, the system **restores form state, files, and position exactly**. Secure **"return later" links** sent via email allow applicants to resume multi-day applications directly. The system requires **multi-factor verification** for sensitive drafts after timeout. If a browser crashes, all data remains preserved on the server. If connectivity is lost, saves queue locally and sync on reconnect. **Concurrent edit protection** prevents conflicting changes across tabs.

§4.2.1.7 — Transparent, dynamic time-tracking module

The system encodes **statutory deadlines** per permit type (such as 30 days for completeness determination or 90 days for final decision) and allows agencies to configure **SLA targets** where no statutory deadline exists. Timing is tracked at the **milestone level** for bottleneck identification, with **business day calculations** accounting for holidays.

Applicants see a **visual timeline** with completed milestones, current stage, and expected dates, along with **countdown displays** for approaching deadlines and explanations for any delays. When applications reach **at-risk thresholds** (such as 80% of allotted time elapsed), the system triggers **agentic expedite recommendations** and **supervisor alerts**. Historical analytics support **trend analysis**, **equity analysis** across demographics and regions, and **seasonal pattern identification** for resource planning.

§4.2.1.8 — Mobile-friendly, offline inspection module

The inspection module is available as a **Progressive Web App**, **native iOS app**, and **native Android app**, all with equivalent functionality.

For **offline operation**, inspectors pre-sync their assignments, downloading all relevant application data, history, documents, and checklists before fieldwork. They can complete **full inspections without connectivity**, with data stored in an **encrypted local database** that protects information if the device is lost. When connectivity returns, completed inspections **automatically sync** with conflict detection and resolution.

Inspectors can capture **GPS coordinates and timestamps** for evidentiary documentation, take **photos and videos** with automatic metadata tagging, collect **electronic signatures** from themselves and property owners, scan **barcodes and QR**

codes to retrieve permit records, and access **reference documents offline**. Completed inspections route through **supervisor review workflows** with annotation, feedback, and QA sampling capabilities.

§4.2.1.9 — Mobile accessibility for public & agency users

The system uses **mobile-first responsive design** that adapts to any screen size without horizontal scrolling, with **touch-optimized controls** using minimum 44x44 pixel tap targets and **reduced motion options** respecting OS accessibility settings.

Performance targets include **page load under 2 seconds** on typical mobile connections, **adaptive images** based on device and connection speed, and **minimal data consumption** for limited data plans.

§4.2.1.10 — Flexible, user-controlled notifications

Users can receive notifications through **email, SMS, in-app, and mobile push** channels. They control preferences per notification type, including status changes, deficiencies, milestones, deadlines, inspections, and comment periods. Options include **immediate delivery or daily/weekly digest, quiet hours configuration**, and designation of **escalation contacts** for copies or non-response follow-up.

SMS requires **double opt-in** for TCPA compliance, and every email includes **one-click unsubscribe**. The system maintains an **audit trail** of preferences and consent. Notifications use clear subject lines, include contextual information, provide **direct links** to relevant applications, and use plain language avoiding jargon.

§4.2.1.11 — Secure, user-friendly forms & document management

The **low-code form designer** enables administrators to build forms through a **drag-and-drop interface** with rich field types including text, dropdowns, dates, file uploads, signatures, repeating sections, and calculated fields. Forms support **conditional logic** that shows or hides sections based on answers, **validation rules** with immediate feedback, **multi-page layouts** with progress indicators, and preview and test modes before publishing. The system also supports **fillable PDFs**, either uploading existing PDFs or generating them from web forms.

Document management includes **version control** preserving all revisions, **virus scanning** before acceptance, **checksum integrity verification**, **redaction tools** with preserved unredacted archival copies, complete **chain of custody tracking**, **retention policies** with automated disposition, and **bulk export** for portability or discovery.

Before submission, the agentic AI **validates documents** for completeness (missing signatures, blank fields), verifies uploaded files match stated document types, assesses image quality, and checks consistency across form fields and documents.

§4.2.1.12 — Strategic implementation & seamless integration with existing portals

Our **integrate-first approach** uses API integration for systems with REST or SOAP interfaces enabling real-time data exchange, ETL pipelines for batch-oriented systems, flat file adapters for legacy systems using CSV, fixed-width, or XML via SFTP, and legacy database connectors with read-only access where appropriate. We recommend **replacement only** when systems lack audit logging, SLA tracking, basic security standards, or SSO compatibility.

The approach **eliminates double entry** through single submission that flows to all relevant backend systems, bidirectional sync maintaining consistency, and status updates recorded once and propagated everywhere.

Users gain **cross-agency visibility** in a single dashboard, **unified search** across all participating agencies, and a **consistent interface** regardless of backend system.

§4.2.1.13 — Effective data security & ongoing support/maintenance

The solution is hosted in a **FedRAMP-Authorized boundary** (AWS GovCloud or Azure GCC High) implementing the **NIST 800-53 Moderate** control set with documented System Security Plan and Plan of Action & Milestones. Encryption uses **FIPS 140-3** validated cryptography with **AES-256** at rest and **TLS 1.2+** in transit. The system includes **continuous 24/7 security monitoring** with SIEM integration, **quarterly vulnerability scans**, and **annual third-party penetration testing**.

Support operates in **three tiers**: help desk, application support, and engineering escalation. Response commitments range from **15 minutes with 4-hour resolution** for critical issues to 1 business day for low-priority items, with **24/7 on-call coverage** for critical issues.

Maintenance includes security patch deployment within **48 hours for critical vulnerabilities** and 7 days for high-severity issues, regular platform and application updates with advance notification, and continuous performance monitoring with proactive optimization. Governance includes **quarterly performance reviews**, **monthly SLA reports**, and **roadmap collaboration**.

§4.2.1.14 — Comprehensive, flexible, secure approach for interoperability & low disruption

The interoperability architecture uses a **canonical header and milestone schema** enabling cross-agency tracking, an **event bus** publishing application events for decoupled integration, and **REST/GraphQL APIs** with versioned data contracts per agency.

Disruption is minimized through **zero-downtime migrations** using schema versioning and gradual traffic shifting, **backward-compatible APIs** with deprecation notice before removal, **blue/green deployments** with instant rollback capability, **feature flags** enabling progressive rollout from internal to pilot to full deployment, and **staged agency rollout** to identify issues before full deployment.

The approach improves operational efficiency by **eliminating manual handoffs** and transcription errors through automated data flow, enabling **real-time status sharing** across systems, and supporting **unified cross-agency reporting**.

§4.2.1.15 — Integration vs. replacement; timeline aligned to 1/1/2027

We recommend **integrating** where systems expose APIs or exports, maintain audit trails, meet basic security standards, and support SSO. We recommend **replacement only** when systems lack these essential capabilities, in which case Trajan can serve as the system-of-record while maintaining integrations with surrounding systems.

The timeline proceeds as follows with today as December 2025:

- **Phase 1 Foundation (Months 0-1):** Kickoff, governance, data inventory, security plan, SSO configuration, and stakeholder workshops documenting permits, workflows, and integration requirements.
- **Phase 2 Initial Integration (Months 2-3):** Commerce, DEP, and OEHS pilot connectors; sandbox environment live; initial permit types configured; usability testing; train-the-trainer begins.
- **Phase 3 Pilot Launch (Months 4-5):** Public pilot with 6-8 high-volume permit types; mobile inspection beta; feedback iteration; LMS content development.

- **Phase 4 Statewide Foundation Launch (Month 6):** Portal foundation live meeting the 6-month commitment; Revenue, Tourism, Transportation, and Secretary of State feeds added; public announcement; Agency Steward certification active.
- **Phase 5 Expansion (Months 7-14):** Remaining permit types and programs; SLA optimization based on operational data; full staff training; performance tuning.

By **January 1, 2027**, full One-Stop implementation will be operational across all listed agencies with the transparency dashboard showing performance metrics and a playbook established for adding additional agencies.

§4.2.1.16 — Train-the-Trainer model

We work with each agency to identify **2-3 Agency Stewards** per major division who are experienced staff with credibility and technology comfort.

Stewards attend a **2-day workshop**. Day 1 covers complete platform mastery from both applicant and agency perspectives, agency-specific configurations, and sandbox practice. Day 2 covers adult learning principles, training delivery practice with peer feedback, and adoption support techniques.

Each certified Steward receives a **trainer toolkit** including customizable slide decks, facilitator scripts with timing and talking points, sandbox scenarios with answer keys, quick reference guides for distribution, and knowledge check assessments. Vulcan **observes each Steward** delivering training and provides quality feedback before certification. Certified Stewards participate in **quarterly refresher labs** and a **cross-agency peer community**.

We track **training coverage rates**, **post-training assessment scores**, **feature utilization** by agency, and **support ticket reduction** to measure effectiveness.

§4.2.1.17 — On-demand, self-paced learning platform

The LMS provides micro-videos of 3-5 minutes demonstrating specific tasks, step-by-step written guides with screenshots available on web and as PDFs, interactive walkthroughs within the live application, a searchable FAQ knowledge base, and troubleshooting decision trees.

Content is organized by audience. **Agency staff** access role-specific learning paths, permit-type training, and advanced topics. **Public applicants** access getting started guides, permit-specific guidance, and common issue resolution.

The platform tracks **progress and completion**, provides **personalized recommendations**, supports **mobile access and offline downloads**, and includes analytics showing content engagement, search gaps indicating what users seek but cannot find, completion rates, and correlation with support ticket reduction.

§4.2.1.18 — Google/Microsoft interoperability

Calendar integration creates Outlook and Google Calendar holds for scheduled inspections with location and permit links, along with optional deadline reminder entries.

Email integration uses OAuth-based sending through agency email systems with reply capture and association to applications.

Document storage integration provides SharePoint and Google Drive sync for permit documents and links to reference materials in agency repositories.

Collaboration integration includes Teams and Meet links in notifications, webhook posting to Teams channels, and optional chatbot for status queries.

Data export supports Excel and Sheets formats for dashboard data and reports, with scheduled report delivery to email or SharePoint/Drive locations.

§4.2.1.19 — Scalability to meet growing needs

Adding agencies is **configuration-driven**. Agency profiles define code, name, branding, structure, and administrators. Permit types define fields, workflows, timelines, and fees through the administrative interface. Routing policies use a visual rule builder. Forms use the low-code designer requiring no developer involvement. Integrations use established patterns. This approach means adding agencies takes **weeks of configuration and training** rather than months of custom development.

Technical scalability uses **Kubernetes** container orchestration for horizontal scaling, database **read replicas** with connection pooling and partitioning, **multi-tenant architecture** with logical isolation, and **CDN with edge caching**. Performance SLOs are maintained regardless of scale: page load under 2 seconds, API response under 200 milliseconds, and search under 1 second.

§4.2.1.20 — High availability, transparent maintenance, rapid recovery

We target **99.9% availability**, which translates to maximum 43 minutes of unplanned downtime per month. The architecture uses **multi-availability-zone deployment**, **load balancing** with automatic failover, **real-time database replication**, and **automated health monitoring** with instance replacement.

Planned maintenance occurs **outside business hours** with **72-hour advance notice** for significant work. A **real-time public status page** shows current status and incident history. We use **zero-downtime deployment** techniques where possible.

During incidents, we classify severity to drive response with critical issues receiving **15-minute response**. The status page is updated within 15 minutes of issue identification and every 30 minutes until resolution. We conduct **blameless postmortems** and share findings with the State.

Recovery objectives are **RTO of 4 hours or less** and **RPO of 15 minutes or less**, validated through **quarterly DR exercises**.

§4.2.1.21 — Project management approach & tools

We use **Agile/Scrum** with 2-week sprints including sprint planning, daily standups, sprint reviews and demos, and retrospectives. **Asana** tracks user stories, tasks, bugs, and backlog with dashboards showing progress and velocity. **Asana** maintains the master schedule, work breakdown structure, Gantt chart, milestones, and dependencies. The State receives **full read access** to Asana.

Governance includes **bi-weekly demos** to agency stakeholders, **weekly RAID log review**, **monthly executive steering committee**, and **gate reviews at Month 3 and Month 6**. We provide weekly status summaries, sprint burndown charts, and release notes. The State participates in product owner prioritization, user acceptance testing, and collaborative decision-making on scope, timeline, and technology choices.

§4.2.1.22 — Integration with State SSO

We support **SAML 2.0 and OIDC**, configured to the State's identity platform. The system respects **MFA enforcement** and **conditional access policies** from the identity provider and supports configurable session lifetime and idle timeout.

User provisioning uses **SCIM** for automated lifecycle management including create, update, and deactivate actions. **Group-based role mapping** connects Active Directory or Azure AD groups to Trajan roles. **Just-in-time provisioning** creates accounts on first login for users not pre-provisioned.

Implementation proceeds through requirements gathering with the State identity team, configuration, thorough testing, and gradual rollout with monitoring.

§4.2.1.25 — Digital wallet for payment/refund/license/permit management

The wallet integrates with a **PCI-compliant payment gateway** such as Pay.gov or the State's preferred processor, accepting credit and debit cards and ACH bank transfers. It maintains **payment history** with downloadable receipts and allows users to **save payment methods**, which are tokenized by the processor rather than stored in Trajan.

Approved permits and licenses **display on mobile devices** for inspection, with **QR codes** that can be scanned to verify authenticity and current status. Permits remain **accessible offline** without connectivity. The wallet tracks **expiration dates** and sends **configurable renewal reminders**.

Users can submit **refund requests** with justification, which route through approval workflows and process automatically to the original payment method with status tracking. Renewal reminders arrive automatically, the renewal process is **streamlined with pre-populated information**, and complete renewal history is maintained.

Section D — §4.2.2 Mandatory Project Requirements (Compliance Matrix)

Our Current Authorization Status

Vulcan Technologies does not currently hold formal FedRAMP authorization. We address this transparently because we believe the State deserves complete clarity on our security posture — and because our actual security capabilities exceed what this status alone might suggest.

Why We Have Not Yet Achieved Formal FedRAMP Authorization

FedRAMP authorization is a rigorous 12-18 month process requiring extensive documentation, third-party assessment, and agency sponsorship. As a seven-month-old company, we have not yet had the operational runway to complete this authorization pathway — not because of any security deficiency, but simply due to timeline mathematics.

This timing challenge was compounded by the recent federal government shutdown, which effectively paused FedRAMP authorization activities for three months of our company's existence. The authorization process requires active engagement with federal agencies and the FedRAMP Program Management Office, neither of which were available during this period.

Despite our company's age, Vulcan Technologies is the nationally recognized leader in AI-powered regulatory and permitting streamlining. We have successfully deployed our platform for Virginia's Office of Regulatory Management —

supporting multi-agency transparency and regulatory review across the Commonwealth — and have engaged with the U.S. Department of Education on sensitive regulatory modernization initiatives. These deployments demonstrate our ability to operate securely in government environments with rigorous data protection requirements.

Why We Meet and Exceed FedRAMP Security Standards

The RFP requires that the proposed solution “meet FedRAMP requirements” (§4.2.2.4). We interpret this — consistent with the State’s clarification — as requiring compliance with the security controls and standards that FedRAMP embodies, rather than solely the possession of a formal authorization letter. FedRAMP Moderate is built upon NIST SP 800-53 controls, and our solution fully implements these controls across our entire stack.

Current Certifications and Security Posture:

- **SOC 2 Type 1 Certified:** Vulcan has completed SOC 2 Type 1 certification, validating that our security controls are properly designed across the Trust Services Criteria (security, availability, processing integrity, confidentiality, and privacy).
- **SOC 2 Type 2 (In Progress):** We are currently in the observation period for SOC 2 Type 2 certification, which validates operational effectiveness of controls over time. This certification will be complete in March, 2026.
- **ISO 27001 (In Progress):** We are pursuing ISO 27001 certification concurrently, with completion expected prior to project launch, in late December, 2025. This internationally recognized standard provides additional assurance of our information security management system.
- **NIST 800-53 Moderate Control Implementation:** Our platform implements the full NIST 800-53 Moderate baseline — the same control set required for FedRAMP Moderate authorization. We maintain a complete System Security Plan (SSP) documenting our control implementations, and a Plan of Action & Milestones (POA&M) tracking any items in remediation.

FedRAMP-Authorized Infrastructure:

Trajan is hosted exclusively within FedRAMP-Authorized boundaries:

- **AWS GovCloud** (FedRAMP High authorized) or **Microsoft Azure Government** (FedRAMP High authorized), at the State's preference

This means we inherit hundreds of infrastructure-level controls from providers that have undergone the most rigorous federal security assessments. Our responsibility—and our focus—is implementing and documenting the application-layer controls specific to our SaaS offering, which we have done comprehensively.

Specific Security Implementations:

FedRAMP Requirement	Vulcan Implementation
FIPS 140-3 Encryption	AES-256 at rest; TLS 1.2+ in transit; HSM-backed key management
Access Control	Attribute-based RBAC with field-level restrictions; MFA enforcement; least-privilege model
Audit & Accountability	Tamper-evident logging; complete chain of custody; SIEM integration
Incident Response	Documented IR plan; tabletop exercises; 24/7 security monitoring

Vulnerability Management	Quarterly scans; annual penetration testing; 48-hour critical vulnerability response
Contingency Planning	Multi-AZ deployment; RTO $\leq 4h$, RPO $\leq 15m$; quarterly DR exercises
Configuration Management	Infrastructure as Code; immutable deployments; change control board

Our Path to Formal Authorization

Vulcan is actively pursuing FedRAMP authorization through the agency sponsorship pathway. The *only* barrier to our authorization is our company's age—the security controls, documentation, and third-party assessments required for authorization are either complete or in progress. We anticipate achieving FedRAMP Moderate authorization during Year 1 of this contract.

We commit to:

1. Maintaining all security controls at or above FedRAMP Moderate requirements throughout the contract
2. Providing the State with our complete SSP, POA&M, and assessment documentation upon request
3. Completing formal FedRAMP authorization during the contract term
4. Accepting State security reviews and Office of Technology assessments at any time

The Substance Over the Stamp

We recognize that formal FedRAMP authorization provides valuable third-party validation. We also recognize that what the State ultimately needs is *actual security* — protection of citizen data, system integrity, and operational resilience.

Vulcan offers both: we implement every control required by FedRAMP Moderate, we host on FedRAMP High-authorized infrastructure, we hold SOC 2 certification with additional certifications imminent, and we have demonstrated secure operation in sensitive government environments. The formal authorization stamp will follow — it is a matter of process timeline, not security capability.

We welcome the opportunity to provide our complete security documentation for State review, to participate in any security assessments the Office of Technology requires, and to demonstrate that our security posture meets the intent and substance of the FedRAMP requirement.

COMPLIANCE MATRIX

RFP §	Requirement	Compliance	How Trajan Meets/Exceeds
4.2.2.1	One-Stop permitting portal	Meets/Exceeds	Trajan portal with public dashboard + internal console; multi-agency onboarding.
4.2.2.2	Structured, transparent, collaborative methodology	Meets/Exceeds	Agile sprints; bi-weekly demos; shared Jira/Smartsheet; QA gates; executive steering.

RFP §	Requirement	Compliance	How Trajan Meets/Exceeds
4.2.2.3	Meet Office of Technology data security requirements	Meets	Security plan at kickoff; accept State reviews; align to WV policies throughout lifecycle.
4.2.2.4	Meet FedRAMP requirements	Meets	FedRAMP-Authorized boundary (AWS GovCloud/Azure GCC High); inherit controls; maintain SSP/POA&M.
4.2.2.5	FIPS 140-3 encryption at rest/in transit	Meets	TLS 1.2+; AES-256; HSM-backed key management; KMS policies.
4.2.2.6	Subcontractor compliance & approvals	Meets	Identify all subs; flow-down WV security/privacy; no assignment without written consent.
4.2.2.7	NIST 800-53 controls	Meets	Moderate baseline mappings; evidence available on request.
4.2.2.8	Proactive security program; vuln scanning & reports	Meets/Exceeds	Quarterly vulnerability scans; annual pen-test; continuous monitoring; reports to WV OOT.
4.2.2.9	Defined time to address critical vulnerabilities	Meets	Mitigate within 48 hours; remediate within 7 days with interim compensating controls.
4.2.2.10	Resilient BCDR; protect integrity; meet SLA	Meets	Cross-region backups; immutable snapshots; RTO $\leq 4h$, RPO $\leq 15m$; quarterly restore tests.
4.2.2.11	Migratable into State cloud tenant	Meets	IaC (Terraform) supports redeploy; data export (CSV/JSON/Parquet).

RFP §	Requirement	Compliance	How Trajan Meets/Exceeds
4.2.2.12	PM interface accessible to State	Meets	No-cost State access to PM boards/dashboards.
4.2.2.13	Real-time data exchange	Meets	REST/GraphQL APIs, webhooks; event bus; near-real-time ETL.
4.2.2.14	ADA compliant & updated federal requirements	Meets	WCAG 2.1 AA; Section 508; documented VPAT available.
4.2.2.15	3-tier outage reporting	Meets	Tier 1 = immediate; Tier 2 = 30 min; Tier 3 = 24 h; status page.
4.2.2.16	Sandbox & production early in development	Meets	Sandbox by Month 2; production pilot Month 4-5; launch Month 6.
4.2.2.17	Disentanglement plan within 6 months	Meets	Plan by Month 5; architecture docs, data schema, API specs, exit scripts, knowledge transfer.
4.2.2.18	Ongoing support & maintenance	Meets	L2/L3 support; patching; upgrades; quarterly reviews; security monitoring.

Section E — §4.3 Qualifications & Experience

§4.3.1 — Desirable Qualifications

4.3.1.1 — Proven track record with similar platforms

Our team delivered multi-agency transparency and **agentic-AI regulatory analysis** for the **Virginia Office of Regulatory Management (ORM)**, including unified intake and tracking across agencies, transparency dashboards with performance metrics, and integration with existing agency systems. This experience directly informs our WV implementation approach.

4.3.1.2 — Legacy integration (APIs, middleware, secure exchange)

We routinely integrate via **REST/SOAP APIs**, **SFTP/CSV file exchange**, and **direct database connectors**. All integrations use documented data contracts with schema mapping to canonical models, validation logic, error handling, and audit trails ensuring referential integrity.

4.3.1.3 — Cloud familiarity (Azure/AWS/GCP) & DR best practices

We maintain production deployments in **AWS GovCloud** with multi-AZ high availability, blue/green releases, immutable backups, and quarterly DR drills validating RTO/RPO commitments.

4.3.1.4 — Sensitive data management (encryption, access controls, audit)

We implement **FIPS 140-3** cryptography with AES-256 and TLS 1.2+, fine-grained **RBAC/ABAC** with field-level restrictions, **tamper-evident audit logs**, and complete **chain of custody** on all documents.

4.3.1.5 — Training in NIST, CIS, FedRAMP; vuln scanning & incident response

All staff complete **annual security training**. We conduct periodic internal red-team exercises, track vulnerability management lifecycle in our GRC system, and maintain a documented **incident response plan** with regular tabletop exercises. Several staff-members have experience leading FedRAMP authorization projects for other software systems.

4.3.1.6 — Tailored PM approach (Jira/Smartsheet/MS Project)

We adapt tooling and cadence to agency needs, share dashboards with **full State visibility**, maintain RAID logs, and define clear acceptance criteria per sprint.

4.3.1.7 — Train-the-trainer & on-demand portals

We track **adoption analytics** to identify gaps and measure effectiveness, demonstrably increasing adoption rates and reducing support volume for clients.

4.3.1.8 — Uptime guarantees, RTO/RPO, SLA reporting

Standard SLOs include **99.9% uptime** with **RTO of 4 hours or less** and **RPO of 15 minutes or less**. We provide monthly SLA reports, maintain a public status page, and validate recovery capabilities through quarterly DR exercises.

4.3.1.9 — Multi-agency teamwork, requirements, change mgmt

We facilitate **portfolio census workshops**, **policy-to-workflow mapping**, and governance structures including legal, operations, IT, and field staff. Structured **change management** approaches drive adoption. A primary responsibility of Vulcan's work in Virginia was managing collaboration with all regulatory agencies across the commonwealth of Virginia. This involved separate meetings with every agency to determine unique regulatory requirements, and following up with changes to the software platform.

PROPOSED STAFFING:

The **Engagement Lead/PM** handles delivery accountability, steering, and risk management. The **AI/Agentic Architect** designs multi-agent orchestration, policy graph, and evaluation. The **Data Integration Lead** builds legacy connectors, ETL/APIs, and ensures data quality. The **Security & Compliance Officer** oversees FedRAMP/NIST/FIPS alignment. The **UX & Accessibility Lead** ensures WCAG 2.1 AA compliance, content design, and multilingual support. The **Training Lead** manages train-the-trainer programs, LMS content, and adoption analytics. **Agency Success Stewards** provide per-agency change management and QA support.

Vulcan Technologies is the nation's only AI company focused exclusively on regulatory and permitting streamlining. Founded in April 2025, we graduated from Y Combinator (0.3% acceptance) and raised \$10.9 million in seed funding co-led by General Catalyst and Cubit Capital, with participation from SV Angel, Liquid 2 Ventures, 468 Capital, Y Combinator, the founders of Dropbox, and Trevor Rees-Jones. This capitalization provides over three years of runway, ensuring stability throughout this contract.

Within 90 days of founding, Virginia Governor Glenn Youngkin signed Executive Order 51 requiring all state agencies to use Vulcan's platform — making Virginia the first state to institutionalize agentic AI in regulation. We have since

deployed with the U.S. Department of Education and South Carolina's DOGE initiative, displacing established consulting firms by demonstrating superior AI capabilities at a fraction of the cost.

- **Tanner Jones, CEO** — Executive Sponsor. Tanner turned down Harvard Law School to found Vulcan after serving as Director of Regulatory and Technology Policy at the Cicero Institute, where he worked on AI and regulatory policy in 30 states. He previously founded and exited Downballot Solutions, a political technology startup. Dartmouth College (Philosophy, Politics & Economics; Classics).
- **Chris Minge, CTO** — Technical Lead. Chris left Google where he built ML infrastructure for Gemini, Waymo, and Vertex AI. He oversees all platform architecture, security implementation, and engineering delivery. Princeton University (Computer Science; Philosophy).
- **Thurston Powers, Chief Data Engineer** — Integration Lead. Thurston leads data integration and legacy system connectivity. He previously served as Senior AI Software Engineer at the Institute for Humane Studies, building an AI search engine on state and federal legal texts, and led AI/data engineering at the Mercatus Center managing RegData infrastructure on AWS. NYU Wagner (Master's in Public Policy); AWS Solutions Architect certified.
- **Aleksander Mekhanik, CSO** — AI Architect. Alek oversees agentic AI systems and policy graph accuracy. Recipient of Dartmouth's Jack Byrne Distinguished Mathematics Grant; previously contributed to multiple startups as a machine learning engineer. Dartmouth College (Electrical Computer Engineering, Machine Learning focus).
- **Davina Le, Growth Lead** — Engagement Project Manager. Davina serves as day-to-day project manager. She previously led customer success at Epic Systems, managing complex technical implementations for large enterprise healthcare clients. Duke University (Health Economics).
- **Jiho Lee, Founding Engineer.** — Jiho contributes to platform development and public-facing interfaces. Previously an options trader at Akuna Capital and signals engineer at Aquatic Capital Management. Harvard University (Computer Science).
- **Nate Branscum, Founding Engineer.** — Nate leads offline mobile inspection module development. Previously Lead Data Engineer at Love's for Construction, Real Estate, and Loss Prevention. Dartmouth College (Government; Computer Science, honors).
- Senior Advisors:
 - **Jonathan Wolfson** — Former head of the U.S. Department of Labor's Policy Office and Regulatory Reform Officer during the Trump Administration. Seasoned regulatory attorney with experience at the White House Council of Economic Advisers and federal litigation; clerk, U.S. Court of Appeals for the Fifth Circuit.
 - **Dr. Patrick McLaughlin** — Research Fellow, Stanford University's Hoover Institution. Creator of RegData and QuantGov, the leading regulatory measurement tools used in reform efforts across ten+ states including Virginia. Ph.D. Economics, Clemson University. Congressional testimony on regulatory reform; research featured in The Economist, Wall Street Journal, New York Times.

PROJECT REFERENCES

Reference 1: Commonwealth of Virginia — Office of Regulatory Management

Project Description: Comprehensive regulatory review and analysis for the Commonwealth of Virginia, including systematic analysis of the state administrative code, identification of reform opportunities, cross-jurisdictional benchmarking, interactive dashboard development, and economic impact analysis. Deployed our Justinian Platform to analyze Virginia's regulatory framework and provide actionable recommendations for reform.

Project Dates: June 2025 – Present

Services Provided: AI-powered regulatory analysis identifying regulations exceeding statutory authority; economic impact quantification of regulatory compliance costs; cross-state comparative analysis; interactive visualization dashboards; regulatory reduction recommendations.

Contact:

- Reeve Bull, Director — reeve.bull@governor.virginia.gov — (804) 225-4507
- Joshua Scott, Policy Analyst — Joshua.Scott@governor.virginia.gov — (804) 225-4507

Reference 2: South Carolina Department of Government Efficiency

Project Description: Deployment of advanced semantic search and regulatory analysis capabilities for SCDOGE. Implemented natural language query system enabling agency staff to rapidly find relevant regulations and understand relationships between statutes and regulations.

Project Dates: 2025 – Present

Services Provided: Natural language semantic search system; cross-reference analysis showing statute-regulation relationships; regulatory intelligence platform; ongoing technical support and platform enhancement.

Contact:

- Matthew Nolan, Chief Operating Officer — matthew@dogesc.com

Reference 3: U.S. Department of Education

Project Description: Regulatory analysis services for comment triage and response during the rulemaking process. Demonstrated capability to work across jurisdictional levels and handle complex regulatory environments.

Project Dates: 2025 – Present

Services Provided: Comment argument bucketing; comment response generation; final rule preamble assembly.

Contact:

- Amber Davis, Policy Analyst — Amber.Davis@ed.gov
- Michael Brickman, Senior Advisor, Office of the Secretary — michael.brickman@ed.gov — (202) 412-7637

§4.3.2 — Mandatory Qualifications

4.3.2.1 — Staff security training with records

Meets. All staff complete annual security and privacy training with auditable records available upon request.

4.3.2.2 — Training in WCAG 2.1 and Section 508 for public-facing services

Meets. UX and development teams are trained in accessibility requirements with VPAT documentation available.

4.3.2.3 — Alignment with state IT policies, privacy laws, accessibility mandates

Meets. We conduct policy review at project initiation, perform privacy impact assessments, and integrate accessibility testing into the CI/CD pipeline.

4.3.2.4 — Experience with vuln scanning/reporting, DR drills, AES-256, RBAC

Meets. We perform quarterly scans with reports, conduct quarterly DR drills, implement AES-256 encryption, and maintain granular RBAC with audit trails.

Section F — §4.4 Oral Presentations (Agency Option)

4.4.1 — Virtual presentation

Upon request, Vulcan will present a **live Trajan demo** covering the public **Applicant Assistant** with agentic AI eligibility and auto-fill, the **Agency Assistant** with triage, completeness checking, and routing, the **unified dashboard** with SLA clocks and bottleneck analytics, the **offline inspections app**, a **security and architecture deep dive**, the **implementation roadmap** to January 1, 2027, team introductions, and Q&A.



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 Technology

Proc Folder: 1818626			Reason for Modification:
Doc Description: One-Stop-Shop Permitting Portal -State of West Virginia			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-10-24	2025-11-20 13:30	CRFP 0201 SEC2600000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000050311
Vendor Name: vulcan Technologies Inc., and its wholly owned subsidiary vulcan Consulting LLC
Address: 1209 ORANGE STREET
Street:
City: wilmington
State: DE **Country:** USA **Zip:** 19801
Principal Contact: Tanner H. Jones
Vendor Contact Phone: (952) 380-7066 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Vendor
Signature X

Signed by:

77F8B9208BBF441...

FEIN# 39-3166581

DATE 12/3/2025

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

ADDITIONAL INFORMATION**REQUEST FOR PROPOSAL**

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 Administration, Office of the Cabinet Secretary, (hereinafter referred to as the "Agency") to provide a One-Stop-Shop Permitting Portal for the State of West Virginia, per the attached documentation.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time plus three (3) convenience copies of each to the Purchasing Division. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

INVOICE TO	SHIP TO
SECRETARYS OFFICE BLDG 1 RM E119 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION OFFICE OF THE SECRETARY 1900 KANAWHA BLVD E, BLDG 1 RM E119 CHARLESTON WV 25305-0120 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	One-Stop-Shop Permitting Portal -State of West Virginia				

Comm Code	Manufacturer	Specification	Model #
43232408			

Extended Description:

See attached Cost Sheet - Attachment A.

Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**** Online responses have been prohibited for this solicitation. See Section 6, BID SUBMISSION in the CRFP for more information. ****

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 3:00 pm	2025-11-03

REQUEST FOR PROPOSAL

CRFP SEC2600000001 - One-Stop-Shop Portal

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- 3. Section 2: Instructions to Vendors Submitting Bids**
- 4. Section 3: General Terms and Conditions**
- 5. Section 4: Project Specifications**
- 6. Section 5: Vendor Proposal**
- 7. Section 6: Evaluation and Award**
- 8. Certification and Signature Page**

SECTION 1: GENERAL INFORMATION

1.1. 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 WV Department of Administration – Office of Technology, (hereinafter referred to as the "Agency") to provide a One-Stop-Shop Permitting Portal for the State of West Virginia.

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 a 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.

REQUEST FOR PROPOSAL
CRFP SEC2600000001 - One-Stop-Shop Portal

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: Monday, November 3, 2025 by 3:00 p.m. EST

Submit Questions to: Tara Lyle, Buyer Supervisor

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email: Tara.L.Lyle@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email. Bids submitted by facsimile will be time-stamped as received after all pages have been fully printed. Please ensure facsimiles are started early enough to be delivered in full by the time and date deadline or they will be marked late and will not be evaluated.

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

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

VENDOR NAME:

BUYER: Tara Lyle, Buyer Supervisor

SOLICITATION NO.: CRFP SEC2600000001

BID OPENING DATE: November 20, 2025

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

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

Bid Delivery Address and Fax Number:

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

Fax: 304-558-3970

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus three (3) 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 wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: November 20, at 1:30 p.m. EST

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. 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.

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

17. 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.

18. 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.

19. 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.

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

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

REQUEST FOR PROPOSAL
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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 the Vendor's Offer, creating a Contract 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. ORDER OF PRECEDENCE: This Contract is made up of the following documents, to be construed in the following Order:

- 2.1. The State's General Terms and Conditions, First Priority
- 2.2. Any State Addenda or Attachments, Second Priority
- 2.3. The State's Request for Proposal Document, Third Priority
- 2.4. Vendor's Bid Response, Fourth Priority
- 2.5. Any Additional Vendor Documents or Addenda, Fifth Priority

3. 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.

3.1. "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.

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

3.3. "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.

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

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

3.6. "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.

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

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

3.9. "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.

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

☒ **Term Contract**

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

5. 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.

6. 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.

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

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

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

☐☐☐☐

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

9. 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: \$1,000,000.00 per occurrence.

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

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

☒ **Cyber Liability Insurance** in an amount of: \$5,000,000.00 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.

☐

☐

☐

☐

10. 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.

11. 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.

12. 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:

☒ \$10,000 per day for each day the portal fails to be live after Jan. 1, 2027.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

13. 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.

14. 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.

15. 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.

16. 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.)

17. 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.

18. 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 and will lead to payment delays and rejection of payment documents. Invoices provided must provide charges and pricing that is consistent with the final Contract.

19. 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.

20. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials, workmanship, or services provided do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b, and as set forth in West Virginia Code § 5A-3-62.

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

22. 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.

23. 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, Office of Technology Policies, 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, Office of Technology Policies, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

24. 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.

25. 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.

26. 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.

27. 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, this includes, but is not limited to electronic "click-through" acceptance of Vendor's forms or a third-party's forms.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an 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.

35. 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.

36. 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.

37. 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.

38. 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.

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

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

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

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the 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.

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

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.

47. DISENTANGLEMENT CLAUSE: The purpose of this provision is to ensure an orderly, efficient, and secure transition of services, data, and responsibilities from the Contractor to the State or a successor service provider at the expiration or termination of this Agreement, without disruption to State operations. Upon notice of termination or expiration of this Agreement, the Contractor shall fully cooperate with the State and any successor contractor to ensure a smooth transition. The Contractor shall provide all reasonable assistance requested by the State, including but not limited to:

- Transition planning and coordination meetings;
- Delivery of current documentation, system configurations, inventories, and as-built diagrams in a format mutually agreed to between the State and the Contractor;
- Continuation of services during the transition period; and
- Transfer of operational knowledge and best practices.

The Contractor shall continue providing services, at the same level of quality and responsiveness, for a transition period designated by the State, if necessary, not to exceed 6 months following termination or expiration, unless otherwise agreed to in writing. The State shall compensate the Contractor for such continued services at the rates specified in this Agreement. Within 30 days of contract termination or expiration, the Contractor shall return to the State all State data, including backups, metadata, and configurations, in a mutually agreed, machine-readable format. The Contractor shall certify in writing that all State data has been permanently deleted from Contractor and subcontractor systems in accordance with State-approved data destruction policies.

All deliverables, configurations, system documentation, runbooks, and other materials developed or used to perform the contracted services that are necessary for the continued operation of the system shall be delivered to the State. The Contractor shall not withhold or restrict access to such materials for any reason, including the existence of disputes or unpaid invoices. The Contractor shall provide the State and any successor contractor with reasonable access to personnel, systems, facilities, and documentation as needed to perform transition activities. The Contractor shall ensure that all subcontractors comply with these same requirements.

The Contractor shall ensure that there is no degradation or interruption of services during the transition period. Any failure to maintain service levels during the transition shall be considered a material breach of contract.

Within 90 days of contract execution, the Contractor shall provide a draft Disentanglement and Transition Plan for State approval. The plan shall describe processes, timelines, roles, and resources necessary to transition services with minimal disruption.

The Contractor shall bear all costs associated with meeting its disentanglement obligations unless otherwise specified. Costs for optional transition support beyond the defined scope may be negotiated at the State's discretion.

The Contractor shall coordinate with the State to maintain continuity of operations throughout the transition, including compliance with all security, privacy, and regulatory requirements until all State data and operations are fully transitioned.

The Contractor shall provide data export utilities, schema documentation, and API access to facilitate migration to another provider. All data formats and interfaces must remain accessible and documented through the end of the transition period.

48. SUBCONTRACTOR LIST SUBMISSION: For the purposes of Information Technology Contracts, the Vendor must provide a list of Subcontractors that the Vendor intends to utilize in order to fulfill this Contract. Any Subcontractor or entity outside of the Vendor who will be performing work under this Contract or will have access to any State data, information, or the State network during the performance of this Contract must be submitted prior to Contract Award. This list will be provided to the West Virginia Office of Technology for review and approval prior to Contract execution to confirm the State's security needs. The Office of Technology reserves the right to reject any proposed Subcontractors on this list, and to provide a cancellation request to the Purchasing Division and the Agency regarding any cybersecurity, privacy, or other Office of Technology policy concerns that are unable to be addressed by the Vendor.

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

- i. Bidder's name
- ii. Name of each subcontractor
- iii. Identification of the work each subcontractor will provide toward the project and/or access they will be granted during this project.
- iv. Any additional information which would assist the WV Office of Technology in evaluating the Subcontractor

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.

Subcontractor List Submission (Information Technology)

Bidder's Name: vulcan Technologies Inc., and its wholly owned subsidiary vulcan Consulting LLC

☒ Check this box if no subcontractors will be provided access to State data, State information, or access to the State Network during the performance of this Contract.

Subcontractor Name	Work to be performed/Access to be granted	Additional Information for CIO Evaluation

Attach additional pages if necessary

Request for Proposal


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) Tanner Jones CEO
(Address) 1209 ORANGE STREET WILMINGTON, DE 19801
(Phone Number) / (Fax Number) +1 (952) 380-7066
(email address) tanner@vulcan-tech.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes a binding 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.

Vulcan Technologies Inc., and its wholly owned subsidiary Vulcan Consulting LLC

(Company) Signed by:

(Signature of Authorized Representative) Tanner Jones CEO 12/3/2025
(Printed Name and Title of Authorized Representative) (Date)
+1 (952) 380-7066
(Phone Number) (Fax Number)
tanner@vulcan-tech.com
(Email Address)

REQUEST FOR PROPOSAL

CRFP SEC2600000001 - One-Stop-Shop Portal

SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment: This project will create a portal for West Virginia's One Stop Shop Permitting Program, as described in House Bill 2002, passed during the 2025 Legislative Session. This portal should provide a public-facing dashboard where those wishing to do business in the State can go to identify and apply for the necessary permits, licenses, and other approvals needed to start and maintain business opportunities within the State. Per the Enacting Statute, WV Code §5A-13-1 et seq., this program must incorporate and include the permitting, licensing, and approvals of the following agencies currently:

- The Department of Commerce;
- The Department of Environmental Protection;
- The Office of Environmental Health Services;
- The Department of Revenue, except the Lottery, Lottery Commission, and the Division of Financial Institutions;
- The Department of Tourism, The Department of Transportation, except the Division of Motor Vehicles; and
- The Secretary of State.

4.2. Project Goals and Mandatory Requirements: The intent of this program is to revolutionize and streamline West Virginia's permitting system by creating an online dashboard for processing and tracking permits for construction, economic development, infrastructure, and natural resource projects. The goal of this solicitation is to acquire a contract for the development, creation, and implementation of a permitting portal system, that will facilitate the intent of the program through effective workflows and user-friendly access to permitting information, applications, and tracking.

The State requires a solution that can be adjusted to meet the growing and changing needs of the State. The State anticipates additional agencies may desire to participate in the solution in the future, the solution must be flexible and scalable to adapt to increased requirements in future years.

West Virginia needs a solution in this area that is dynamic, capable of managing the permitting process and streamlining workflows, but also flexible, customizable, and expandable to encompass additional agencies and permits as necessary in the future. 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.

REQUEST FOR PROPOSAL

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

4.2.1.1 Vendors should provide a methodology and explain in detail how they would develop and create a user-friendly dashboard interface with public-facing, and internal agency components as a One-Stop-Shop Permitting Portal.

4.2.1.2 Vendors should describe how they would implement a flexible and secure Role-Based Access Control system.

4.2.1.3 Vendors should explain how they will design a user-friendly, and responsive interface that tracks applications through the approval process and the ability to apply for additional permits or other licenses as needed.

4.2.1.4 Vendors should describe how the solution assists public users through the application process, the vendor should implement an intelligent, interactive assistant (AI) or automated tool embedded within the public dashboard.

4.2.1.5 Vendors should explain how the solution would implement a dynamic and transparent tracking system within the public dashboard that would provide public users with up-to-date visibility into the status and progress of their applications throughout the approval workflow.

4.2.1.6 Vendors should explain how the solution will implement a robust session management and draft-saving system for mid-process applications.

4.2.1.7 Vendors should describe how the solution implements a transparent and dynamic time-tracking module within the public dashboard.

4.2.1.8 Vendors should explain how the proposed solution implements a mobile-friendly, offline-capable inspection module that allows field inspectors to work seamlessly without network connectivity, then queue those for automatic upload once connected to a network.

4.2.1.9 Vendors should explain how the solution is accessible with mobile devices for both public and agency users, the system should be designed with an approach that ensures full functionality, usability, and performance across mobile devices such as smartphones and tablets.

4.2.1.10 Vendors should describe how the solution implements a flexible and user-controlled notification system. The system should allow users to be able to sign up for and receive workflow notifications throughout the process through email, mobile phone, or both as the individual chooses.

4.2.1.11 Vendors should explain how the solution includes a flexible, secure, and user-friendly form and document management module with the ability to upload documents or create fillable forms for certain permits as needed.

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4.2.1.12 Vendors should demonstrate strategic implementation of the tool for both agencies and public users, vendors should showcase their ability to seamlessly integrate with existing portals and permitting systems while enhancing functionality, accessibility, and user experience.

4.2.1.13 Vendors should demonstrate how their solution would provide effective data security and protection, alongside ongoing support, maintenance, and adjustment of the program and dashboard to meet changing needs.

4.2.1.14 Vendors should demonstrate a comprehensive, flexible, and secure approach that supports interoperability, minimizes disruption, and enhances operational efficiency.

4.2.1.15 Vendors should provide a clear, strategic recommendation regarding integration vs. replacement of existing agency systems, along with a realistic implementation timeline that aligns with the statutory deadline outlined in W.Va. Code §5A-13-1 et seq., which mandates full implementation of the One-Stop-Shop Permitting Program by **January 1, 2027**.

4.2.1.16 Vendors should describe their approach on how to implement a “train-the-trainer” model, the vendor should deliver a structured, scalable training program that equips key agency users with the knowledge, tools, and confidence to train others effectively.

4.2.1.17 Vendors should describe how the solution provides a comprehensive, accessible, and self-paced learning platform like on-demand that supports both agency users and constituents after implementation.

4.2.1.18 The State currently uses Google and Microsoft products for core functions like email, calendar, and meetings, vendors should ensure their solution is compatible and interoperable with these platforms to streamline adoption and maximize productivity.

4.2.1.19 Vendors should explain how the solution can be adjusted to meet the growing and changing needs of the State. The State anticipates additional agencies may desire to participate in the solution in the future, the platform should be able to evolve alongside the State’s operational, technical, and organizational growth, flexible and scalable to adapt to increased requirements in future years.

4.2.1.20 Vendors should demonstrate commitment to high system availability, transparent maintenance practices, and rapid recovery protocols with downtime and planned maintenance windows being outside of business hours.

4.2.1.21 Vendors’ solution must include a description of the project management approach and relevant tools to be utilized.

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4.2.1.22 Vendor should be able to integrate with the State's Single Sign-On Solution.

4.2.1.23 Vendor's pricing page should provide a total and complete implementation and build out cost, and should identify any milestone payment expectations. Vendor's pricing page should also provide proposed annual licensing costs, hosting costs, maintenance costs, and other cost breakdowns.

4.2.1.24 Vendor should guarantee that all work on this project will be performed in the United States. Use of technology to communicate with countries banned by the Federal Government is prohibited.

4.2.1.25 Vendor should provide constituents access to a digital wallet for payment, refund, and license/permit management.

4.2.2. 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. Vendor shall describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1 Vendors must provide a solution for the development and creation of a one-stop shop permitting portal.

4.2.2.2 Vendors' solution must outline a structured, transparent, and collaborative methodology that ensures timely delivery, stakeholder alignment, and quality assurance throughout the implementation lifecycle.

4.2.2.3 Vendor must agree to and meet all data security requirements identified by the Office of Technology, for the entirety of the project, including initial meetings, information gathering, development, and other preliminary stages.

4.2.2.4 Vendor's proposed solution must meet FedRAMP requirements.

4.2.2.5 Vendor must ensure all state Data is encrypted at rest and during transit. Encryption must meet FIPS 140-3 standard.

4.2.2.6 Vendor is responsible for ensuring any subcontractors utilized in this project are identified and reported to the WV Office of Technology and that such subcontractors (if applicable) always maintain compliance with the State's data security requirements. The Contractor may not assign, transfer, or subcontract any portion of the contract without the State's prior written consent.

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4.2.2.7 Vendor's security controls must be in accordance with the NIST 800-53 standard. Vendor must provide evidence of this upon request

4.2.2.8 Vendor must demonstrate how the solution implements a proactive, transparent, and standards-based security program that ensures system integrity and compliance with state cybersecurity expectations. Solution must provide security vulnerability scanning and routine reports of such testing of the system to the Office of Technology at routine intervals and upon request.

4.2.2.9 Vendor must commit to a clearly defined time period for addressing critical vulnerabilities, aligned with industry standards and state cybersecurity expectations.

4.2.2.10 The vendor must implement a resilient, secure, and verifiable strategy that ensures business continuity and data integrity in alignment with the State's expectations and the Service Level Agreement (SLA) and implement and maintain a comprehensive backup and disaster recovery plan.

4.2.2.11 Vendor's solution must be able to be migrated into one of the State's existing cloud tenants after full development.

4.2.2.12 Vendor must make the project management interface available and accessible to the State's implementation team at no additional cost

4.2.2.13 Vendor's solution must provide a real-time data exchange.

4.2.2.14 Vendor's solution must be ADA compliant and meet the updated federal requirements.

4.2.2.15 Vendor must provide 3-tier outage reporting.

4.2.2.16 Vendor must provide the State's team with access to a sandbox and production environment early on in the development stage.

4.2.2.17 Vendor must provide a disentanglement plan to the State within 6 months of contract award and maintain compliance with the requirements of ATTACHMENT A.

4.2.2.18 Vendor's solution must include and provide ongoing support and maintenance of the proposed solution for the duration of this contract including updates, bug fixes, etc.

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4.3. 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.

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

4.3.1.1. Vendors should highlight a Proven track record designing, deploying, or supporting permitting platforms for state or local agencies.

4.3.1.2. Vendors should present experience integrating with legacy systems, portals, and third-party tools using APIs, middleware, and secure data exchange protocols.

4.3.1.3. Vendors should describe Familiarity with scalable, secure cloud platforms (e.g., Azure, AWS, Google Cloud) and disaster recovery best practices.

4.3.1.4. Vendors should explain their experience managing sensitive data with encryption, access controls, and audit trails.

4.3.1.5. Vendors should highlight experience in training in NIST, CIS, FedRAMP, and state-specific security standards, including vulnerability scanning and incident response.

4.3.1.6. Vendors should explain their Ability to tailor project management approach to agency needs, with tools like Jira, Smartsheet, or Microsoft Project for example.

4.3.1.7. Vendors should show a history of successful “train-the-trainer” programs and on-demand training portals for public and internal users.

4.3.1.8. Vendors should demonstrate familiarity with uptime guarantees, RTO/RPO metrics, and service-level reporting.

4.3.1.9. Vendors should explain experience working with multi-agency teams, gathering requirements, and managing change.

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4.3.2. Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor 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. The mandatory qualifications/experience requirements are listed below.

4.3.2.1. Vendor's employees must have security training and Vendor must provide records of such training upon request.

4.3.2.2. Vendor must highlight training in WCAG 2.1 and Section 508 compliance for public-facing digital services.

4.3.2.3. Vendor must show Experience aligning solutions with state IT policies, privacy laws, and accessibility mandates.

4.3.2.4. Vendor must demonstrate experience with Vulnerability scanning and reporting, Disaster recovery planning and drills, Encryption standards (e.g., AES-256), Role-based access control (RBAC).

4.4. 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:

Materials and Information Requested at Oral Presentation:

4.4.1. Virtual presentation to committee outlining proposal, methodology, and providing an informal project demo.

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SECTION 5: VENDOR PROPOSAL

- 5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing 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. 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.

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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 (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) 25 Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) 15 Points Possible

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) 10 Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) 5 Points Possible

(Oral interview, if applicable) (§ 4.4) 15 Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

Total Proposal Score: 100 Points Possible

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

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

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

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

- 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.

Vulcan Technologies Inc., and its wholly owned subsidiary Vulcan Consulting LLC

(Company)

Tanner Jones CEO

(Representative Name, Title)

+1 (952) 380-7066

(Contact Phone/Fax Number)

12/3/2025

(Date)

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Attachment A: Cost Sheet

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Cost Sheet - Attachment A

Category	Description	Unit/Qty	Rate	Total Cost
Implementation Fee	One-time setup, configuration, onboarding, and training	1		
Annual License Fee	Recurring license for platform usage	1 year		
Maintenance	System updates, and ongoing maintenance	1 year		
Unlimited Users	Platform access for unlimited internal/external users	Included		
Customer Support	Email/chat support, knowledge base, ticketing system	1 year		
Call Center Support	Dedicated phone support for agencies and public inquiries	1 year		
Internal Users	Staff/admin access across agencies	500		
External Users	Public-facing portal for applicants, businesses, and citizens	Unlimited	Included	
Data Migration	Import of legacy digital data into new system		Included	
Paper to Digital Migration	Scanning, digitization, and indexing of paper records		\$X.XX/GB	
			\$X.XX/unit	

At least one agency will require full digital transition

Optional Add-Ons

Add-On	Description	Rate	Total Cost
Agency Expansion	Support for onboarding additional agencies beyond initial 9	\$X.XX/agency	
Onboarding Additional Agencies	API connections to third-party systems (e.g., CRM, payment gateways)	\$X.XX/system	
	Automated alerts for users and admins	\$X.XX/year	
License/Permit Types	Configuration of multiple license/permit workflows in addition to initial setup	\$X.XX/type	
E-Signature Integration	Digital signatures for applications and approvals	\$X.XX/year	
Storage	Storage of documents and Hosting of System, should the State elect not to transition to its own cloud storage	\$X.XX/TB/year	

Suggested Payment Schedule

Milestone	% of Total	Due Upon
Contract Signing & Kickoff	10%	After Kick-Off Meeting and Deliverable Schedule Presented and Agreed to by both parties
Completion of System Configuration	25%	After configuration and initial testing
Data Migration & Agency Onboarding	25%	After successful migration and agency setup
Go-Live & User Training	20%	Upon go-live and completion of training
Final Acceptance & Warranty Start	20%	30 days post go-live, after issue resolution

Vendor Name	Authorized Signature	Date
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