



Concourse Tech Inc. d/b/a Concourse
Kelsey Shaner, Operations Manager
Sunday, August 3, 2025

Proposal for AML Construction Management System

West Virginia Department of Environmental Protection
RFP Reference: CRFP 0313 DEP2600000001

Dear Joseph (Josh) E. Hager III and the West Virginia Department of Environmental Protection team, Concourse Tech Inc. is pleased to submit this comprehensive proposal for the development, implementation, and ongoing support of an AML Construction Management System for the Division of Land Restoration. Our solution will modernize and streamline the management of Abandoned Mine Land construction projects across West Virginia, supporting your mission to restore mining-impacted landscapes and create economic opportunities for coal-impacted communities.

Introduction

The AML Construction Management System represents a transformative solution for the West Virginia Department of Environmental Protection's Division of Land Restoration. This comprehensive platform addresses the critical need for modernized project management capabilities to effectively oversee the expanded AML program funding and the increasing complexity of multi-million dollar construction projects throughout the state.

Our proposed system is specifically designed to meet the unique challenges of AML projects, incorporating federal compliance requirements, multi-agency collaboration capabilities, and specialized workflows for environmental restoration initiatives. The solution leverages modern cloud technologies while maintaining the highest standards of security and accessibility required for government operations.

Price and Quantity Breakdown

The following pricing structure aligns with the commodity lines specified in your RFP CRFP 0313 DEP2600000001:

Line	Description	Year	Price
1	Discovery & Planning Phase Initial analysis, stakeholder engagement, system architecture design, and comprehensive project planning	Year 1	\$45,000
2	Development, Implementation & Integration Core system development, third-party integrations, data migration, testing, and deployment	Year 1	\$185,000

Line	Description	Year	Price
3	Consultant Hours 750 hours including user & admin training, post-implementation customization, and consultation as needed	Year 1	\$112,500
4	Year 1 Maintenance & Support Services Technical support, system maintenance, updates, and performance optimization	Year 1	\$36,000
11	Cloud Data Storage (if Applicable) - Year 1 Secure cloud infrastructure and data storage services	Year 1	\$24,000
17	Construction Management Software - Year 1 Annual software licensing and platform access	Year 1	\$48,000
TOTAL YEAR 1			\$450,500
5	Year 2 Maintenance & Support Services	Year 2	\$36,000
12	Cloud Data Storage (if Applicable) - Year 2	Year 2	\$24,000
18	Construction Management Software - Year 2	Year 2	\$48,000
TOTAL YEAR 2			\$108,000
6	Year 3 Maintenance & Support Services	Year 3	\$36,000
13	Cloud Data Storage (if Applicable) - Year 3	Year 3	\$24,000
19	Construction Management Software - Year 3	Year 3	\$48,000
TOTAL YEAR 3			\$108,000
7	Year 4 Maintenance & Support Services	Year 4	\$36,000
14	Cloud Data Storage (if Applicable) - Year 4	Year 4	\$24,000
20	Construction Management Software - Year 4	Year 4	\$48,000
TOTAL YEAR 4			\$108,000
8	Year 5 Maintenance & Support Services	Year 5	\$36,000
15	Cloud Data Storage (if Applicable) - Year 5	Year 5	\$24,000
21	Construction Management Software - Year 5	Year 5	\$48,000
TOTAL YEAR 5			\$108,000
TOTAL 5-YEAR CONTRACT			\$882,500
Optional Year 6 Renewal:			

Line	Description	Year	Price
9	Optional Renewal Year 6 - Maintenance & Support Services	Year 6	\$36,000
16	Cloud Data Storage (if Applicable) - Optional Renewal Year 6	Year 6	\$24,000
22	Construction Management Software - Year 6 (optional)	Year 6	\$48,000
TOTAL YEAR 6 (OPTIONAL)			\$108,000

Note: Line 10 (Licensing) is included within the Construction Management Software annual fees. All pricing includes comprehensive technical support, regular system updates, security patches, and performance optimization throughout the contract period.

Live Demo

Interactive Demo Available: We have developed a working demonstration of the proposed AML Construction Management System that showcases the core functionality and user experience you can expect from our solution.

Demo URL: <https://aml-construction-management.vercel.app>

The live demo includes project management dashboards, document management capabilities, team collaboration tools, and comprehensive reporting features specifically designed for AML construction project workflows.

Technical Approach

Our AML Construction Management System is architected specifically for the unique requirements of Abandoned Mine Land projects, incorporating federal compliance standards, multi-agency collaboration capabilities, and the specialized workflows required for environmental restoration projects. The system leverages modern cloud-based technologies while maintaining the highest levels of security and accessibility standards required for government operations.

The system includes comprehensive project management capabilities supporting the full lifecycle from Discovery & Planning through Development, Implementation, and ongoing Maintenance phases. Our solution provides real-time collaboration tools for the 160+ team members across multiple field locations, automated workflow management with customizable approval processes, and integrated document management with version control specifically designed to handle the large multimedia files and technical documents common in AML projects.

Key technical features include cross-platform compatibility supporting Windows 10/11 desktops and mobile devices (iOS/Android) with full offline capabilities for field work, integration with existing systems including AutoCAD, ArcGIS, and wvOASIS, and comprehensive security measures including FedRAMP compliance, NIST standards implementation, and multi-factor authentication. The system also provides automated SMCRA compliance reporting, customizable dashboards for different user roles, and scalable cloud infrastructure hosted in US data centers.

Implementation Methodology

Our implementation approach follows a proven methodology specifically tailored for government environments and large-scale construction management systems. The Discovery & Planning Phase includes comprehensive stakeholder interviews, current workflow analysis, system requirements validation, and detailed project planning with timeline development.

The Development, Implementation & Integration phase focuses on core system development with AML-specific customizations, integration with existing DEP systems and third-party tools, comprehensive data migration from legacy DLRNET/AMLNET systems, extensive testing including user acceptance testing, and phased deployment to minimize operational disruption.

Our 750-hour Consultant allocation provides comprehensive user and administrator training, post-implementation customization and optimization, ongoing consultation during the transition period, and system optimization based on user feedback and operational requirements.

Project Timeline

We propose a 12-month implementation timeline beginning with contract execution:

Phase	Timeline	Key Activities
Discovery & Planning Phase	Months 1-2	Stakeholder engagement, requirements finalization, and technical architecture design
Development & Integration Phase	Months 3-8	Core system development, integration implementation, and comprehensive testing
Deployment & Training Phase	Months 9-11	Phased system rollout, comprehensive user training, and system optimization
Project Completion & Transition Phase	Month 12	Final acceptance testing, documentation delivery, and transition to ongoing support

Security and Compliance

Our AML Construction Management System is designed to meet and exceed all federal and state security requirements for government systems. We implement FedRAMP Moderate impact level security controls, NIST 800-53 security framework compliance, Section 508 accessibility standards, and FIPS 140-2 validated cryptography for all data protection.

The system includes comprehensive audit logging and monitoring, multi-factor authentication integration, role-based access controls with least privilege principles, and 24-hour security incident response protocols. All data is encrypted at rest and in transit, with secure backup and disaster recovery procedures ensuring business continuity and data protection.

Compliance and Certification

Concourse Tech Inc. d/b/a Concourse confirms our full compliance with all solicitation requirements and our capability to deliver the AML Construction Management System as specified. Our proposal addresses all 22 commodity lines detailed in the RFP and provides comprehensive coverage of the Discovery & Planning, Development & Implementation, Consultant Services, Maintenance & Support, and ongoing Software & Storage requirements.

We certify that our solution meets all technical specifications, security requirements, and compliance standards outlined in the solicitation. Our company maintains all necessary licenses, insurance, and bonding required for government contracting, and we have extensive experience delivering similar systems to state and federal agencies.

- All federal and state procurement regulations compliance confirmed
- FedRAMP, NIST, and Section 508 accessibility standards implementation verified
- Small business certification and CAGE Code 09E17 registration current
- Professional liability insurance and bonding requirements met
- Technical capabilities and staffing resources verified for project scope
- Timeline and deliverables commitment confirmed for all project phases

Concourse Tech Inc. d/b/a Concourse is a Delaware corporation established in 2022, specializing in government technology solutions with particular expertise in environmental, construction, and project management systems. Our team combines deep technical expertise with extensive government sector experience, ensuring successful delivery of mission-critical systems that meet the unique requirements of public sector organizations.

We are committed to delivering a comprehensive AML Construction Management System that will significantly enhance the Division of Land Restoration's capability to manage construction projects efficiently, maintain regulatory compliance, and support the important mission of environmental restoration across West Virginia. Our solution provides the modern technology infrastructure needed to support the expanded AML program funding and the growing complexity of multi-million dollar construction projects.

Sincerely,

Kelsey Shaner

Operations Manager

Concourse Tech Inc.

(646) 305-9964

sales@concoursetech.com

Company Information

Company Name	Concourse Tech Inc. d/b/a Concourse
Company Address	169 Madison Ave, Suite 15520, New York, NY 10016
Contact Person	Kelsey Shaner, Operations Manager
Contact Email	sales@concoursetech.com
Contact Phone	(646) 305-9964
DUNS Number	119359641
EIN/Federal Tax ID	92-0732705

Customer References

Entity	Contact Name	Email	Phone
Collegium Charter School	Erik Daniele	edaniele@ccs.us	(610) 903-1300
State of Texas - Teachers Retirement System	Trevor Goodman	Trevor.Goodman@trs.texas.gov	(512) 542-6771
Orange County Superintendent of Schools, CA	Tristan Mejias	TMejias@ocde.us	(714) 966-4081
City of Colorado Springs	Erica Rush	erica.rush@coloradosprings.gov	(719) 385-5755
Maryland Health Benefit Exchange	Tracey Gamble	tracey.gamble1@maryland.gov	(410) 547-8152

Contract Terms and Conditions

Quote Terms and Conditions: A Quote is not an order or offer to sell. Product, available inventory, additional fees and pricing data are updated by manufacturers from time to time and may change without notice.

Warranties Disclaimer: Concourse Tech Inc. does not make any warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

Force Majeure: Concourse Tech Inc. shall not be responsible for delays or failure to deliver due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, supply chain disruptions.

Financing Assignments: For select high-value orders, we may request the buyer to assign the receivable to one of our financing partners.

Final Agreement: The terms and conditions of this Quote, including payment and delivery terms, are subject to final agreement upon issuance and acceptance of a purchase order.

Acceptance

This proposal is valid for 90 days from the date of submission. By signing below, both parties agree to the terms and conditions outlined in this proposal, including the scope of services, pricing, and implementation timeline for the AML Construction Management System.

Client Acceptance:

Signature

Print Name

Date

Concourse Tech Inc.:

Signature

Print Name

Date

Delaware

Page 1

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "CONCOURSE TECH INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE FOURTEENTH DAY OF OCTOBER, A.D. 2022, AT 11:24 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "COQUINA LABS INC." TO "CONCOURSE TECH INC.", FILED THE TWENTY-FIFTH DAY OF APRIL, A.D. 2025, AT 3:15 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "CONCOURSE TECH INC.".

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.



7084237 8310

SR# 20252972956

You may verify this certificate online at corp.delaware.gov/authver.shtml

C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 203876574

Date: 06-05-25

Delaware

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The First State

**AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CONCOURSE
TECH INC." WAS INCORPORATED ON THE FOURTEENTH DAY OF OCTOBER,
A.D. 2022.**

**AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES
HAVE BEEN PAID TO DATE.**



7084237 8310

SR# 20252972956

You may verify this certificate online at corp.delaware.gov/authver.shtml

C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 203876574

Date: 06-05-25

State of West Virginia
Purchasing Division

AGENCY DELEGATED AGREEMENT

Purchase Order # CRFP-0313-DEP260000001-1 w/OASIS Vendor/ Customer # Concourse Tech Inc.

I, Kelsey Shaner, 169 Madison Ave STE 15520, New York, NY 10016, agree to perform the following services

for AML Construction Management System (Name and address) at 1900 Kanawha Blvd E Charleston, WV 25305
(Agency) (Location)

Concourse Tech Inc. will provide the design, development, implementation, training, support, and ongoing maintenance of a cloud-based

AML Construction Management System for the West Virginia Department of Environmental Protection, Division of Land Restoration. This system will
(Detailed description of services to be performed)

support the management of Abandoned Mine Land construction projects, ensuring compliance with federal and state requirements and enhancing operational efficiency.

Date(s) of Service: from August 2025 to August 2030

The rate of pay shall be Fixed Price per Deliverables / Contract Milestones not to exceed
\$ \$882,500 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- I am not currently a full-time employee of the State of West Virginia;
- I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ (Position) with the title of _____, certified by _____ (Supervisor's Signature)

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency _____

(Authorized Signature of Agency)

(Title)

(Date)

Vendor Concourse Tech Inc.


(Vendor's Signature)
Operations Manager

(Title)
08/05/2025

(Date)

If approval as to form is required by the Attorney General, check here

(Approved as to form by Assistant Attorney General)



You have been assigned a Unique Entity ID!


A confirmation email with a copy of this information has been sent to sales@concoursetech.com.

Unique Entity ID

T41UCFZV67L4

Concourse Tech Inc.
147 W 22nd St Fl 3
New York, NY 10011-2406 USA

You can **go to your Workspace** to view your Unique Entity ID or update your entity record.

This entity does not have a registration in **SAM.gov**. It only has a Unique Entity ID. This means you may not be eligible for some awards. You can choose to register your entity now or in the future. [Learn more about the difference between only getting a Unique Entity ID and registering your entity.](#) 

[Go to Homepage](#)

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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: 1645445

Doc Description: AML Construction Management System

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-07-16	2025-08-06 13:30	CRFP 0313 DEP2600000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000047275

Vendor Name : Concourse Tech Inc.

Address :

Street : 169 Madison Ave, Suite 15520

City : New York

State : NY

Country : NY

Zip : 10016

Principal Contact : Kelsey Shaner

Vendor Contact Phone: 646-305-9964

Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X

FEIN# 920732705

DATE August 5, 2025

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

ADDITIONAL INFORMATION

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Department of Environmental Protection, Division of Land Restoration (hereinafter referred to as the "Agency") to develop, implement, and provide training and support for a Construction Management System per the attached specifications and terms and conditions.

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

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Discovery & Planning Phase			\$45,000	\$45,000

Comm Code	Manufacturer	Specification	Model #
81111500			

Extended Description:

Discovery & Planning Phase
Initial analysis, stakeholder engagement, system architecture design, and comprehensive project planning.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
2	Development, Implementation & Integration			\$185,000	\$185,000

Comm Code	Manufacturer	Specification	Model #
81111500			

Extended Description:

Development, Implementation & Integration
Core system development, third-party integrations, data migration, testing, and deployment.

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
3	Consultant			\$112,500	\$112,500

Comm Code	Manufacturer	Specification	Model #
81111500			

Extended Description:

Consultant Hours - Includes user & admin training, post-implementation customization, and consultation as needed.
750 hours including user & admin training, postimplementation customization, and consultation as needed.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
4	Year 1 Maintenance & Support Services			\$36,000	\$36,000

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Year 1 Maintenance & Support Services
Technical support, system maintenance, updates, and performance optimization.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
5	Year 2 Maintenance & Support Services			\$36,000	\$36,000

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
Year 2 Maintenance & Support Services
Technical support, system maintenance, updates, and performance optimization.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
6	Year 3 Maintenance & Support Services			\$36,000	\$36,000

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
Year 3 Maintenance & Support Services
Technical support, system maintenance, updates, and performance optimization.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
7	Year 4 Maintenance & Support Services			\$36,000	\$36,000

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Year 4 Maintenance & Support Services

Technical support, system maintenance, updates, and performance optimization.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
8	Year 5 Maintenance & Support Services			\$36,000	\$36,000

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Year 5 Maintenance & Support Services

Technical support, system maintenance, updates, and performance optimization.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
9	Optional Renewal Year 6 - Maintenance & Support Services			\$36,000	\$36,000

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Optional Renewal Year 6 - Maintenance & Support Services
Technical support, system maintenance, updates, and performance optimization.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
10	Licensing (if applicable)				

Comm Code	Manufacturer	Specification	Model #
81111500			

Extended Description:

Licensing (if applicable)

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
11	Cloud Data Storage (if Applicable) - Year 1			\$24,000	\$24,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
 Cloud Data Storage (if Applicable) - Year 1
 Secure cloud infrastructure and data storage services.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
12	Cloud Data Storage (if Applicable) - Year 2			\$24,000	\$24,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
 Cloud Data Storage (if Applicable) - Year 2
 Secure cloud infrastructure and data storage services.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
13	Cloud Data Storage (if Applicable) - Year 3			\$24,000	\$24,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:

Cloud Data Storage (if Applicable) - Year 3
Secure cloud infrastructure and data storage services.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
14	Cloud Data Storage (if Applicable) - Year 4			\$24,000	\$24,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:

Cloud Data Storage (if Applicable) - Year 4
Secure cloud infrastructure and data storage services.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
15	Cloud Data Storage (if Applicable) - Year 5			\$24,000	\$24,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Cloud Data Storage (if Applicable) - Year 5
Secure cloud infrastructure and data storage services.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
16	Cloud Data Storage (if Applicable) - Optional Renewal Year 6			\$24,000	\$24,000

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Cloud Data Storage (if Applicable) - Optional Renewal Year 6
Secure cloud infrastructure and data storage services.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
17	Construction Management Software-Year 1			\$48,000	\$48,000

Comm Code	Manufacturer	Specification	Model #
81112202			

Extended Description:
Construction Management Software-Year 1
Annual software licensing and platform access.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
18	Construction Management Software-Year 2			\$48,000	\$48,000

Comm Code	Manufacturer	Specification	Model #
81112202			

Extended Description:
Construction Management Software-Year 2
Annual software licensing and platform access.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
19	Construction Management Software-Year 3			\$48,000	\$48,000

Comm Code	Manufacturer	Specification	Model #
81112202			

Extended Description:
Construction Management Software-Year 3
Annual software licensing and platform access.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
20	Construction Management Software-Year 4			\$48,000	\$48,000

Comm Code	Manufacturer	Specification	Model #
81112202			

Extended Description:
Construction Management Software-Year 4
Annual software licensing and platform access.

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Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
21	Construction Management Software-Year 5			\$48,000	\$48,000

Comm Code	Manufacturer	Specification	Model #
81112202			

Extended Description:
Construction Management Software-Year 5
Annual software licensing and platform access.

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
22	Construction Management Software-Year 6 optional			\$48,000	\$48,000

Comm Code	Manufacturer	Specification	Model #
81112202			

Extended Description:
Construction Management Software-Year 6
optional
Annual software licensing and platform access.

SCHEDULE OF EVENTS		
Line	Event	Event Date

REQUEST FOR PROPOSAL

Construction Management System Software

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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 West Virginia Department of Environmental Protection (hereinafter referred to as the "Agency") to provide a Construction Management Software system to act as a repository for all information required for auditing functionality from implementation to completed projects and maintenance of AML projects.

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

Construction Management System Software

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____
Five (5) 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 One (1) Year successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

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

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

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

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

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

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) Kelsey Shaner, Operations Manager

(Address) 169 Madison Ave, Suite 15520, New York, NY 10016

(Phone Number) / (Fax Number) 646-305-9964 / 332-529-1022

(email address) sales@concoursetech.com

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

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

Concourse Tech Inc.

(Company) 

(Signature of Authorized Representative)
Kelsey Shaner, Operations Manager / August 5, 2025

(Printed Name and Title of Authorized Representative) (Date)
646-305-9964 / 332-529-1022

(Phone Number) (Fax Number)
sales@concoursetech.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP-0313-DEP260000001-1

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

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

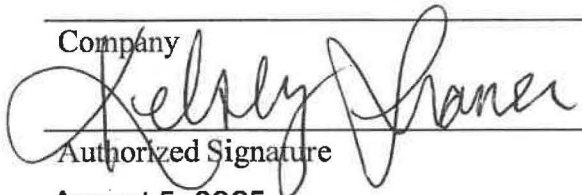
Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Concourse Tech Inc.

Company



Authorized Signature

August 5, 2025

Date

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

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: 7/23/2025 @ 4:00 PM ET

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

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

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

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

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

VENDOR NAME: Concourse Tech Inc.
BUYER: Josh Hager
SOLICITATION NO.: CRFQ 0313 DEP2600000001
BID OPENING DATE: see section 7
BID OPENING TIME: see section 7
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 _____ 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: 8/6/2025 @ 1:30 PM ET

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

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SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment:

The WVDEP Division of Land Restoration (DLR) consists of four offices: the Office of Abandoned Mine Lands (AML), the Office of Special Reclamation, the Office of Environmental Remediation, and the Landfill Closure Assistance Program. There are approximately 160 employees within these offices, many of which are field-based employees. Of the 160 staff members, approximately 45 are supervisors with approval authority.

The AML program is comprised of the following divisions: Emergency, Planning/Water, Realty, Design, Construction/Maintenance, and administrative staff. These groups are physically located in various offices throughout the state. The AML program performs cradle to grave operations pursuant to The Surface Mining Control and Reclamation Act (SMCRA) of 1977, the primary federal law that regulates the environmental effects of coal mining in the United States, on behalf of the Department of the Interior / Office of Surface Mining.

The Division of Land Restoration/Abandoned Mine Lands program (DLR/AML) is currently utilizing an in-house designed program (DLRNET/AMLNET) that is no longer viable or capable of being updated. All project data is stored in this system from initial problem complaints, through project development and completion, and into post-project monitoring. The system houses data related to ongoing reclamation projects, water quality data, maintenance database, and other environmental monitoring data.

The State of West Virginia is required to use wvOASIS for the bidding and procurement of all projects. It is important for vendors to understand that WVDEP is not seeking an ERP system, and any procurement capabilities of their solution will not be considered in the evaluation of the proposals.

Challenges include but are not limited to: inability for collaboration between divisions; no standardized system for data collection and data management; loss of information; the need for inter-office communications; project budgeting; user accountability; and inter-agency operations with outside contractors, consultants, funding agencies, federal oversight, and project stakeholders.

With the addition of the Bipartisan Infrastructure Law funding, the AML program is now overseeing an additional 145+ million dollars per year of reclamation funds for the next 15 years. The AML program has chosen to outsource the development of reclamation projects by utilizing consulting firms and to collaborate with consultants and to oversee the process by utilizing a Teams approach with the Planning/Water, Realty, Design, and Construction/Maintenance divisions of AML.

Current estimated construction and design costs:

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*Year 1- 25 Million -50 Million

*Year 2- 70 Million

*Years 3-6- 100 Million

DLR/AML foresees the adoption of a workflow and data management system that streamlines operations and facilitates collaboration and management in real time of all project data and processes for both internal and external stakeholders, from inception to post-construction in order to increase productivity, transparency, and accountability. The system should be capable of handling procurement operations submittals, change-orders, inspections, invoices, billing, payments, permits, and all other project operations. The system should be able to capture, retain, disseminate, and support large volumes of data, including multimedia data, in various formats and document types utilizing the maximum bandwidth available; generate fillable forms and documents that capture data; be capable of functioning without internet service and automatically updating field-captured data when internet connection is re-established; provide a uniform experience and be cross-compatible on all computer and mobile operating systems and capable of updating or change when needed; provide tools to manage projects, assign and track tasks, and capable of push notifications for assignments, deadlines, and other milestones to team members.

Specific current processes and challenges are outlined below:

Project Management

Current Process/Challenges: Project management is accomplished through a disjointed system of forms, e-mail, cloud-based drives, and AMLNET. Each department within AML utilizes their own processes, forms, and digital space. AMLNET has very limited capabilities for notification of completed processes and this notification is primarily based on user input which is cumbersome, time-consuming, and vulnerable to human error and omission. Each division passes the project on to the next with little to no interaction with the other division members or the ability to keep informed of the project's progression, budget, problems, or solutions.

Each department keeps its own copy of the project plans, budgets, construction items, environmental assessments, etc. to work from, then uploads a copy onto AMLNET. Because data must be manually uploaded, this creates an issue where the most up-to-date data is not available to everyone working on the project. It also creates confusion as to which copy is the most accurate and up to date. Missing data is not apparent to a user. All work, communication, and collaboration is handled outside of AMLNET and then only limited data determined to be most relevant is uploaded.

Data Capture and Data Management

Current Process/Challenges: Data capture and utilization is performed in both the office and the field on PCs and mobile devices. Currently, the program does not permit real-time

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updates and cannot be accessed without internet service, rendering it useless for most in-field uses. Data must be manually transferred into and out of the program by a user via a web browser that is not optimized for mobile devices. Photos, videos, and other data captured in-field on mobile devices must first be downloaded to a PC, then uploaded into AMLNET; there is no direct link between mobile devices and the program. All documents including multimedia are capped at 25 MB per upload.

AMLNET is strictly a document storage program. There are no capabilities to initiate or monitor approvals, track budgeting, or manipulate other dynamic data. The program is strictly limited to DLR employees. Collaboration between internal and external stakeholders does not exist. All data is manually entered into the system by users, making it vulnerable to both errors and omissions. It primarily consists of digital copies of forms, documents, and related multimedia data. Multimedia data is stored separately from the documents, creating a disconnect between reports and supporting multimedia.

Field inspection photos/videos are not imbedded in field reports and must be uploaded and attached to the reports. Photos/videos are stored and accessed in a separate section from the report and cannot be viewed while viewing the report. Photos/videos must be manually tagged and manually referenced in the report. Tagging and file titling are not standardized. Users can create their own tags, titles, and abbreviations, making searching for supporting files, forms, documents, and photos/videos complicated or ineffective. The search function can only search titles and tags; there is no support for searching within documents. Identification of orphaned or missing files is often laborious and time-consuming as it requires opening a document and searching within for identifying names or project numbers.

Preview of documents is not supported in the current system. Documents must be downloaded to view. Preview of images is supported but distorted and cropped. Images can be opened individually, but only one per browser tab. Videos must be downloaded to play; there is no preview or play function in the system. Once uploaded to AMLNET, the embedded EXIF data is either removed from photos/videos or is unavailable to the user. All identifying information regarding date, time, and location must be manually added as a tag or in the photo/video description. If a photo/video is downloaded from AMLNET, the tags/description do not stay with the photo. This creates an issue where multimedia that gets separated from its tag/description is not able to be associated with its specific project or report.

Collaboration and Inter-Agency Operations

Current Process/Challenges: Collaboration between internal and external stakeholders is accomplished by a disjointed system of meetings (in-person and virtual), e-mail, phone, and text messaging. Internal meetings are recorded but are stored separately outside of AMLNET. External meetings are recorded but must be recorded in data packets of 25 MB or less so they can be manually uploaded into AMLNET. This results in meetings spanning across multiple files. All other correspondence must be manually copied then

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uploaded into AMLNET. In order for a division to be updated on any changes created from a collaboration, the division needs to be informed by someone. There is no person assigned to track, update, and inform all parties relevant to a project. Personnel from other divisions must actively request updates from whichever division is handling a project at a given time. There are no analytics regarding project progression or automated actions to streamline the process.

Accountability & Transparency

Current Process/Challenges: Reports created in AMLNET are tagged by the user via a drop-down menu, but any name on the list can be selected. After a report is finalized, it can be modified by anyone with access to the system. Uploads of data can be performed by anyone with access and there is no clear way to see who has uploaded or deleted any data, who has accessed it, or who may have modified it. Data for budgeting and other information is stored in discrete documents and is not compiled or readily available to analyze for compliance or performance. Most inter-division communications are stored off AMLNET in whichever format was used (e-mail, text, etc.).

4.2. Project Goals and Mandatory Requirements:

The Vendor should describe what their solution can do to optimize our workflows, enhance collaboration with both internal and external stakeholders, streamline our internal processes, and improve transparency and accountability. Vendor should describe its approach and methodology in providing the service or solving the problem described by meeting the goals/objective identified below. The Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches. The Vendor should also include past working experience with other city, county, state, or Federal agencies.

Vendors should understand that a robust construction management (CM) solution is required to manage the increased workload at all levels of project development and provide a standardized system for data management, communications, budgeting, accountability, and operations both inter-agency and with outside contractors, consultants, and stakeholders. The system should be able to track our design, construction, maintenance, and open-end contracts, grants, budgets, expenditures, workloads, and assignments within one user-friendly system. When possible, the system should be capable of integrating and communicating with other existing licenses/connectors already held by the state of WV.

The CM software should address the needs of construction project management, quality control, safety, project financials, invoice management, user management, planning & estimation, a repository for design inception to construction completion, and integration with current specialized software. It should provide a means of automating routine functions such as form creation, form completion with data extraction, request and approval processes, inspections, permitting, estimating, and documentation including photos, recordings, plan drawings, material submittals, requests, and communications. Automated bid management including the creation,

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notification, collection, and analysis of bids as well as Owner and Contractor invoice management, change orders, and invoice approval are required.

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

4.2.1.1 System Architecture and Development

The Vendor should describe their approach to gaining an understanding of the needs of our program, how they plan on developing a scalable system, and how they will tailor the system to fit our needs and existing processes.

4.2.1.2 Mobile-friendly data collection, form creation, and automated submission solutions

AML needs the ability to create and automate mobile-friendly forms for a variety of uses, such as field inspection reports, safety reports, change orders, invoice submissions, land-use agreements, material ticketing/submittals, equipment maintenance, and other forms. Requests need to be submitted via mobile/PC and approvals carried out in the same system. Currently, these forms are handled in an office setting. The forms need to be cross-compatible with both PC and mobile devices (tablets and cell phones) running Microsoft, Apple, & Google/Android based platforms. It is important that the mobile platform be capable of working without internet, cellular, or WiFi access and automatically sync/update when an internet connection is re-established.

The vendor should explain how their solution can achieve the above goals & streamline workflows, form submissions, and review/approval processes. The vendor should provide information on how forms can be customized for various purposes and what templates are available. The vendor should demonstrate how forms are automatically routed to various review or approval levels depending on specific criteria. The vendor should provide information about how data submitted through the forms can be tracked and updated by primary users of the system. The vendor should explain how the solution notifies parties of status updates throughout the workflow. The solution should support customizable workflows with the ability to automate processes across multiple teams, without requiring advanced coding or technical expertise.

- The proposed solution should allow for an unlimited number of form submissions and an unlimited number of users capable of submitting forms.
- The proposed solution should be capable of assigning different levels of access and capabilities for users.

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- The proposed solution should be capable of handling large volumes of project data and documents with version control, document linking, and redlining capabilities.

4.2.1.3 Comprehensive Integration, Tracking, and Centralization

DLR/AML needs a unified platform that integrates various construction management functions including but not limited to: project management, financials, field operations, compliance, oversight reporting, and provides a means to track and report on operations. The vendor should explain the sharing, editing, and permissions capabilities of the tracking system and demonstrate how workflows for multiple projects and tasks are tracked and managed simultaneously. The vendor should demonstrate the capability of tracked/captured data to be analyzed, compiled, integrated into existing systems or programs, or exported as other file formats such as CSV or PDF, and how the platform will help standardize data organization. The vendor should demonstrate how the platform manages projects efficiently, reduces or eliminates the need for disparate systems, and minimizes data loss and discrepancies while providing seamless communication and coordination among all project stakeholders.

- The proposed solution should provide financial management including tracking, cost management, budget creation, forecasting,. It should support contract management, purchase orders, and the ability to handle changes within budgets and contracts.
- The proposed solution should provide a means of automating tasks and managing assignments and duties.
- The proposed solution should be capable of project management for multiple projects at various stages at the same time.
- The proposed solution should have the capability of transferring licenses to accommodate staffing changes.

4.2.1.4 Enhanced Collaboration and Communication

DLR/AML requires an improved system for the standardization of data/files and collaboration between internal and external stakeholders. The vendor should demonstrate how their solution will manage communication between AML and multiple outside stakeholders such as contractors, supervisors, engineers, technicians, and other entities. The vendor should demonstrate how contact information is managed and shared, how stakeholders submit changes, access documents and plans,

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submit invoices and requests, grant approvals, and otherwise collaborate on a construction project using real-time communication and document sharing. The vendor should provide information on how data, forms, and documents are secured on the system, how access can be customized for these items, who can assign limited role permissions for internal and external users, how many users can be assigned and access information at the same time, and how communications and data are secured while in use. The vendor should specify any data limitations either for storage or upload bandwidth and any limitations on the number of users for the system.

- The proposed solution should provide a means of process management, communication between internal and external stakeholders, scheduling and assignments, and tracking/notification of project milestones/assignments/tasks.

4.2.1.5 Dashboards

DLR/AML needs a more efficient solution for communicating status updates to AML staff. The vendor should provide a solution for creating customizable “dashboards” based on data collected through forms or inputted by primary users of the system. The Vendor should show how dashboards are accessed and viewed by users for information on project status, project milestones, project completion, requests and approvals, invoice submissions and approvals, inspections, warranty inspections, permits, etc.

4.2.1.6 Transparency, Reporting, and Analytics

The Vendor should show the reporting, graphing, and charting capabilities of the system based on the data being tracked and which data is capable of being tracked. AML needs to monitor, track, and record project progress and budget adherence, requests, approvals, project milestones, field reports, tracking quality inspections, field inspections, safety incidents, and compliance, maintenance scheduling and completion, materials on-site and used, performance schedule, work in progress, work completed, permit expiration dates, work deadlines, tasks and assignments, team members, and other project related data, documents, communications and changes. AML wants to export custom reports and analytics regarding the status of reclamation projects, maintenance completed, project budgets, permit processes, and other construction processes to other team members, and regulatory/funding agencies. The vendor should demonstrate the system capabilities for audit trails and version control features that preserve historical data for review and analysis.

- The proposed solution should be capable of tracking quality inspections, field inspections, safety incidents, and compliance.

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- The proposed solution should permit custom forms and capture data from forms to be used in analytics or other means.

4.2.1.7 Scalability and Flexibility

The vendor should demonstrate the adaptability of the system to the various needs of different projects during different stages of progress and how it can be adapted for open-ended projects, maintenance, and other construction related reclamation activities. The vendor should discuss how the system will support pre-construction tasks including budgeting, cost estimating, and bid management. Provide the proposed solution for financial management including tracking, cost management, budget creation, forecasting, automating tasks and managing assignments and duties. It should support contract management, purchase orders, and the ability to handle changes within budgets and contracts. Discuss exportation of data, forms, and other information in common formats such as Word document format, CSV, PDF, JPG, MPG, XLC and other formats.

- The proposed solution should provide financial management including tracking, cost management, budget creation, forecasting. It should support contract management, purchase orders, and the ability to handle changes within budgets and contracts.
- All images/videos should be capable of being automatically tagged, georeferenced, and labeled. Images must be attached to their respective projects and/or imbedded in reports.

4.2.1.8 Support and Training

DLR/AML requires a system that includes customer support and training at any time for all users for both technical issues and product use questions. The vendor should demonstrate or explain how customer support will be provided, by what means support is provided, how technical issues will be disseminated to users, how timelines for corrective action will be communicated to users, and how training and support are tailored for different operating systems (PC and mobile devices). The Vendor should explain their plan for deployment & data migration. The Vendor must provide information on how they will provide user training and technical support to resolve issues related to the implementation or operation of the solution throughout the term of the contract. Describe how technical support/troubleshooting services will be available after implementation. Describe how post implementation customization will be available to adjust as necessary.

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- The Vendor should describe how they will provide user training and technical support to resolve issues related to the implementation or operation of the solution throughout the term of the contract. The Vendor will need to explain their plan for deployment & data migration.
- Technical support/troubleshooting services should be available after implementation. Post implementation customization must be available to adjust as necessary.

4.2.1.9 Data Security

The vendor should describe how our data is secured and managed while working in their system, what security measures are used, how often they are updated, and how and when our data is backed up. The vendor should explain how they secure their system from cyber-attacks, malicious use from authorized users, and how unauthorized use/access is prevented and managed. The vendor should show how security breaches in operating systems are managed, how often and how fast applications are updated to function with updated operating systems especially in relation to new security breaches, and explain their protocols when security is breached and what we can expect from the vendor.

- The proposed solution should have unlimited file/data storage.

4.2.1.10 Drone Operations

AML conducts drone operations to both monitor construction projects and for mapping and discovery purposes. The vendor should explain how data captured by drones can be integrated into the system and how drone operations can be streamlined, optimized, and recorded for reporting purposes.

- The proposed solution should be capable of the storage of tracking, importing, and recording operational data for drone flights.

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. The 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.

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- 4.2.2.1 The proposed solution shall provide secure data storage with encryption and compliance with all state and federal data protection regulations (Fed Ramp, NIST, etc.).
- 4.2.2.2 The proposed solution must be capable of integrating with other software in use such as AutoCAD and ArcGIS
- 4.2.2.3 Exportation of data, forms, and other information in common formats such as Word document format, CSV, PDF, JPG, MPG, XLC and other formats must be available.
- 4.2.2.4 The CM software must be cross-platform compliant with all HP and Dell desktops running Microsoft Windows 10 and 11 and I-Phone and I-Pad mobile operating systems. The integrated mobile applications must work on all mobile devices and be capable of functioning without internet, cellular, or Wi-Fi access while providing in-field access to and manipulation of plans, specifications, submittals, forms, and reports. It must provide the ability to collaborate and the ability to generate field reports with multimedia data capture, geotagging, and date/time stamps. It must also be capable of automatically uploading any collected data and updating project data once the device can establish an internet connection.

4.3. Qualifications and Experience:

Vendor shall 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 shall 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 shall include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where 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 shall describe in its proposal how it meets the desirable qualification and experience requirements listed below.

- 4.3.1.1. Vendors shall demonstrate successful prior experience providing workflow and project management systems of similar scope and size. It is preferred that vendors have experience working with other government agencies performing similar work.
- 4.3.1.2. Vendors shall identify key personnel that will be assigned to implementing and training users on the system, including their availability, experience, and credentials.

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4.3.1.3. Vendors shall demonstrate successful prior experience providing simplified requisition processes for users and automated routing for approval.

4.3.1.4. Vendors shall demonstrate and provide their experience, certifications and specializations in Microsoft and/or Google Workspaces.

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 shall 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. Vendors must have a minimum of three existing local, state, or federal government accounts where they have provided the range of services outlined in this RFP, for a minimum of two years.

4.3.2.2. Key personnel must have prior experience in the implementation of the proposed services for a minimum of two local, state, or federal government accounts. Key personnel must include a project manager to manage the entire project including timeline, budget & risk.

4.3.2.3. Vendors must possess an in-depth understanding of construction management from planning to close out.

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. Oral Presentations will be conducted remotely via Google Meet or Microsoft Teams.

4.4.2. The Vendor will be allocated one hour to provide a presentation of how their solution will allow DLR/AML to meet its listed goals & objectives.

4.4.3. The Vendor's presentation shall include a demonstration of the proposed solution.

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4.4.4. Committee members will ask clarifying questions regarding submissions.

SECTION 5: VENDOR PROPOSAL

- 5.1. Economy of Preparation:** Proposals shall be prepared simply and economically providing a concise description of the items requested in Section 4. Proposals shall be limited to 50 pages. Emphasis shall be placed on completeness and clarity of the content. Two convenience copies is highly recommended.
- 5.2. Proposals shall include:**
- **Company Overview:** Background, experience, and qualifications of the vendor.
 - **Technical Approach:** Detailed description of how the vendor plans to meet the requirements.
 - **Project Plan:** Timeline, milestones, and deliverables.
 - **Cost Proposal:** Itemized pricing for software, customization, implementation, training, and ongoing support.
 - **References:** Contact information for at least three references from projects of similar size and scope.
 - **Support Plan:** Description of training, support, and maintenance services.
- 5.3. 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.
- 5.4. Proposal Format:** Vendors shall provide responses in the format listed below:
- 5.4.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. The cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
- 5.4.2. 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.
- 5.4.3. Table of Contents:** Clearly identify the material by section and page number.

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

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

SECTION 6: EVALUATION AND AWARD

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

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)	
- Approach & Methodology to Goals/Objectives (§ 4.2.1)	(15) 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)	(15) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2)	(15) Points Possible
<u>(Oral interview, if applicable) (§ 4.4)</u>	<u>(10) Points Possible</u>
<u>Total Technical Score:</u>	<u>70 Points Possible</u>
<u>Total Cost Score:</u>	<u>30 Points Possible</u>

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Total Proposal Score: 100 Points Possible

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.
- 6.5. Proposal Disqualification:**
- 6.5.1. Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.
- 6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.
- 6.6. Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.
- The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.
- 6.7. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

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

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

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

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

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

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

Concourse Tech Inc.

(Company)

Kelsey Shaner, Operations Manager

(Representative Name, Title)

646-305-9964 / 332-529-1022

(Contact Phone/Fax Number)

August 5, 2025

(Date)

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Construction Management System Software

13	Cloud Data Storage (if applicable) – Year 3	1 YR	\$24,000	\$24,000
14	Cloud Data Storage (if applicable) – Year 4	1 YR	\$24,000	\$24,000
15	Cloud Data Storage (if applicable) – Year 5	1 YR	\$24,000	\$24,000
16	Cloud Data Storage (if applicable) – Optional Renewal Year 6	1 YR	\$24,000	\$24,000
17	Construction Management Software- Year 1	1 YR	\$48,000	\$48,000
18	Construction Management Software- Year 2	1 YR	\$48,000	\$48,000
19	Construction Management Software- Year 3	1 YR	\$48,000	\$48,000
20	Construction Management Software- Year 4	1 YR	\$48,000	\$48,000
21	Construction Management Software- Year 5	1 YR	\$48,000	\$48,000
22	Construction Management Software- Year 6 optional	1 YR	\$48,000	\$48,000
	TOTAL COST PROPOSAL			\$ 990,500

Note: The estimated quantity represents the approximate volume of anticipated purchases only. No future use of the contract or any individual item is guaranteed or implied. Cost Sheet will be used to evaluate the Vendor's Cost Proposal only.

Contract will be awarded to the Vendor meeting all required specifications with the highest Technical and Cost Proposal evaluated score combined.

Invoices need to be worded according to the cost sheet to ensure payment.

Payment may only be billed in arrears.

VENDOR SECTION:

Vendor Name: Concourse Tech Inc.

Contract Manager: Kelsey Shaner

Software as a Service Addendum

1. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Security:

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

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

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

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

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

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

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

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

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

Appendix A

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

Name of Service Provider/Vendor: Concourse Tech Inc.

Name of Agency: WV Department of Environmental Protection

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes
No
2. If yes to #1, does the restricted information include personal data?
Yes
No
3. If yes to #1, does the restricted information include non-public data?
Yes
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes
No

5. Provide name and email address for the Department privacy officer:

Name: Kelsey Shaner

Email address: sales@concoursetech.com

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: Kelsey Shaner

Email address: sales@concoursetech.com

Phone Number: 646-305-9964

SOLICITATION NUMBER: CRFP 0313 DEP2600000001
Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

1. To extend bid close date until 8/20/2025 @ 1:30 PM ET to allow agency additional time to complete their responses to the vendor submitted questions. An additional Addendum will be forthcoming containing agency responses to all vendor submitted questions.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP DEP26*01

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

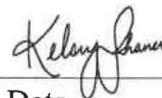
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information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

Concourse Tech Inc.

Company

08/07/2025

Authorized Signature



Date

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

Revised 6/8/2012