



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

State of West Virginia Purchase Order

Order Date: 06-27-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0313 0313 DEP2200000044 1	Procurement Folder:	1046339
Document Name:	Solid Waste NPDES Permit Limit Tracking Enhancement	Reason for Modification:	
Document Description:	Solid Waste NPDES Permit Limit Tracking Enhancement		
Procurement Type:	Central Sole Source		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000022678 ENFOTECH & CONSULTING INC 1368 HOW LN NORTH BRUNSWICK NJ 08902-1792 US Vendor Contact Phone: 732-839-1688 Extension: 107 Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Jessica S Chambers Requestor Phone: 304-926-0499 Requestor Email: jessica.s.chambers@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

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

Total Order Amount: \$110,550.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: 6-27-2022 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 7/6/2022 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 7/6/2022 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The vendor, enfoTech, agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for the one time purchase of Solid Waste NPDES Permit Limit Tracking Enhancement per the specifications, terms and conditions and the vendor's submitted cost proposal dated 4/2/2022 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43232802	0.00000		0.000000	110550.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Solid Waste NPDES Permit Limit Tracking Enhancement

Extended Description:

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Three Hundred sixty five (365) 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.

☐ **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.

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:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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.

Revised 04/01/2022

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy 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: One Million (\$1,000,000) 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.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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 hearth, 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.

(Name, Title) Tony C Jeng, Executive Vice President

(Printed Name and Title) Tony C Jeng, Executive Vice President

(Address) 1368 How Lane, North Brunswick, NJ 08902

(Phone Number) / (Fax Number) Phone: 732-839-1688 ext. 107; Fax: 732-214-8619

(email address) Tony_Jeng@enfoTech.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 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.

enfoTech & Consulting Inc.

(Company)

(Authorized Signature) (Representative Name, Title)

Tony C Jeng, Executive Vice President, May 16, 2022



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

Phone: 732-839-1688 ext. 107; Fax: 732-214-8619

(Phone Number) (Fax Number)

Tony_Jeng@enfoTech.com

(Email Address)

1368 How Lane
North Brunswick, NJ 08902

enfoTech

Phone: 732.839.1688
Fax: 732.214.8619
www.enfotech.com

April 28, 2022

Ms. Kimberly Harbour
Application Development & Support Manager
WV Dept. of Environmental Protection
601 East 57th Street
Charleston, WV 25304

Subject: Epermit Project – Proposal for Solid Waste Permits with NPDES Limits (2022-1)

Dear Kim:

During the DEP's Epermit system implementation, the Solid Waste program presented some new requirements that are outside of the contract work scope. Those requirements are mandated by West Virginia state regulations and are essential to the SW program that, if completed, will eliminate many manual steps, improve data quality and allow DEP to manage all NPDES discharge limit data together with each solid waste permit. New requirements include:

- Expand the Solid Waste permit application form to capture NPDES relating data
- Track NPDES Permit limits as part of Solid Waste permit management in the Land Quality
- Merge the NPDES limits into the Solid Waste permit template
- Add new features to automatically generate "blank" DMR forms that contain reporting parameters and limits based on the ones specified by the Permit limits
- Allow permit writers to download summary statistics of DMR data in an Excel format

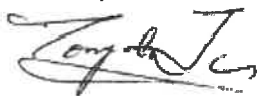
enfoTech submits this proposal to provide additional services to meet DEP's requirements. The Proposal includes (see the attached for additional details):

- Comparison of the AS-IS vs. TO-BE process for DEP's SW permit limit management
- Work scope description
- Cost and payment schedule

If DEP approves this proposal, enfoTech estimates the work could be completed in about three (3) months at a cost of \$ 110,550.

Thank you for allowing enfoTech to present this Proposal for DEP's consideration.

Sincerely,



Tony C. Jeng
Executive Vice President

Enclosure
cc: File – West Virginia DEP



State of West Virginia
Department of
Environmental
Protection (DEP)

Epermit System Project

**Solid Waste NPDES Permit Limit Tracking
Enhancement
PROPOSAL 2022-1**

March 3, 2022

Prepared by

enfoTech

1368 How Lane
North Brunswick, New Jersey 08902
www.enfotech.com

Note: This document may contain information of a sensitive nature. The information should not be given to persons other than those who are involved in this project or who will become involved during the lifecycle.



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1. Background

During West Virginia DEP's Epermit system configuration stage, the Solid Waste program requested the System to support NPDES Permit Limit functions. The requirements include the following:

- Expand the WVDEP Solid Waste permit application form to add a new section to capture **NPDES relating data**
- Track NPDES Permit limits as part of Solid Waste permit management in the Land Quality system
- Merge the NPDES limits into the Solid Waste permit template
- Add new feature to have the System to generate "blank" DMR forms that contain reporting parameters and limits based on the ones specified by the Permit limits
- Allow permit writers to download summary statistics of DMR data in an Excel format

Those features are not included in the Epermit contract scope. Both DEP and enfoTech agree that the Team shall handle the Solid Waste NPDES permit limits under a Proposal 2022-1 work.

This document is prepared to provide details for the new work, delivery time, and associated cost.



2. Current System and TO-BE System

2.1. AS-IS System Solid Waste Permitting Process

Without completing the proposed work, DEP will use three (3) systems to track data, with multiple separate processes with both electronic, manual, and combination of both.:

(A) Solid Waste Permit Application

1. The facility submits a Solid Waste Application
 - a. Electronic Submittal (captured by Epermit)
 - b. Paper Submittal (DEP entered data into Epermit)

(B) Solid Waste Permit Generation

2. DEP prepares a permit document to issue to the RO
 - a. DEP uses Epermit to generate the Solid Waste portion of the permit issuance (provided by Epermit)
 - b. DEP inputs NPDES limit requirements in ERIS
 - c. DEP uses ERIS to generate the NPDES portion of the permit document
 - d. DEP will manually combine the Solid Waste portion (from Epermit) and NPDES portion (from ERIS) and issue the permit document to the RO

(C) Solid Waste DMR data Reporting

3. ERIS flows the permit limit data to DEP's eDMR system where a DMR report template will be generated for the facility to complete
4. The facility submits the DMR report to DEP through DEP's eDMR, or DEP staff enters paper DMR data into EPA's eDMR system

(D) Solid Waste DMR Data Checks Against Limits

5. DEP issues and tracks all DMR violations and enforcements in DEP's eDMR system
6. DEP conducts Solid Waste inspections in Epermit

2.2. TO-BE System Solid Waste Permitting Process

After completing the proposed work, DEP will use one (1) system to track data. The TO-BE processes are described below:

(A) Solid Waste Permit Application

1. The facility submits a Solid Waste Application along with a NPDES portion
 - a. Electronic Submittal (captured by Epermit)
 - b. Paper Submittal (DEP entered data into Epermit)



(B) Solid Waste Permit Generation (provided by Epermit)

2. DEP prepares a permit document to issue to the RO
 - a. DEP inputs NPDES limit requirements in Epermit
 - b. DEP uses Epermit to generate the entire permit issuance (Solid Waste + NPDES portions)
 - c. DEP issues the permit document to the RO

(C) Solid Waste DMR data Reporting (provided by Epermit)

3. Epermit uses the permit limit data to auto-generate a DMR report template for the facility to complete
4. The facility submits the DMR report to DEP through Epermit
 - a. Electronic DMR
 - b. Paper DMR

(D) Solid Waste DMR Data Checks Against Limits (provided by Epermit)

5. DEP issues and tracks all violations and enforcements in Epermit
6. DEP conducts Solid Waste Inspections in Epermit



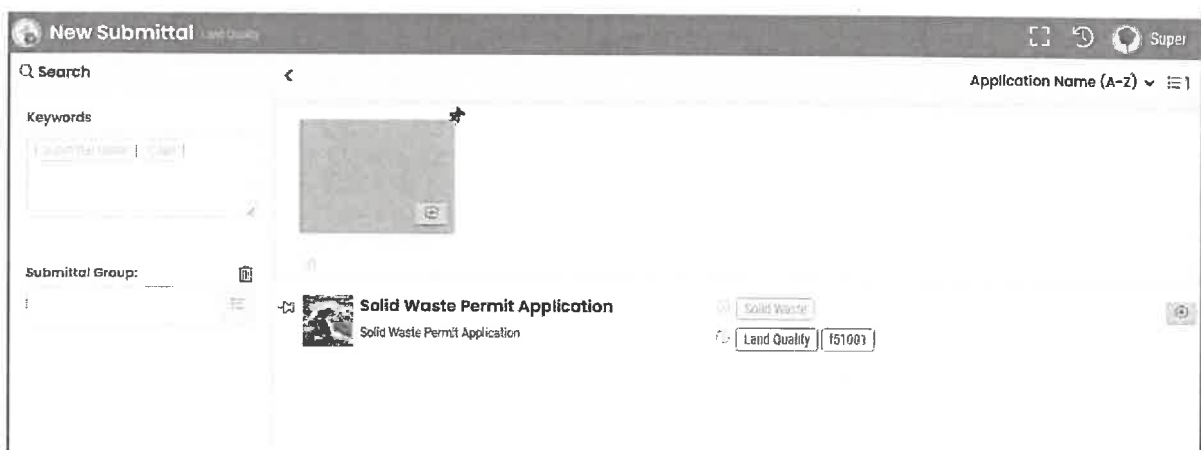
3. Work Scope

The following enhancements will be made under this proposed work :

1. Enhance the Solid Waste Permit Application to Contain a NPDES portion
 - a. Electronic Applications
 - b. Paper Applications
2. Enhance Solid Waste system features to track NPDES related fields
 - a. Site Sample Locations
 - b. NPDES Permit Limits
 - c. West Virginia Basin Information
 - d. Cover Letter Details
 - e. Compliance Schedule
 - f. Enforcement Officer
3. Enhance the permit document generation feature to pull in NPDES permit limits entered by Authority users
4. Enhance Epermit to generate DMR templates based on permit limits
5. Enhance Epermit to take in DMR submissions
 - a. Electronic DMRs
 - b. Paper DMRs
6. Allow DEP Authority to issue and track DMR violations and enforcements through Epermit
7. Allow DEP Authority to continue conducting Solid Waste Inspections in Epermit
8. Create a system generated DMR Summary Report

3.1. Enhance the Solid Waste Permit Application to Contain a NPDES Portion

There is currently one Solid Waste Permit Application configured for the program.



This application can be made electronically or by paper.



3.1.1. Electronic Applications

- Currently facility users can submit the Solid Waste Permit electronically application through the Public Portal

NEW SUBMITTALS

My Favorite Popular

Event
Report an Event

Land Quality
Solid Waste Permit Application

- Current application form fields

Solid Waste Permit Application

Open

1 Basic Info 2 Class A, B, C 3 Attachment 4 Payment 5 Review 6 Submission

Generator Information

What type of facility would you like to apply for? ☒ Class A ☐ Class B ☐ Class C ☐ Class D ☐ Class F ☐ Non-Disposal

What type of permit would you like to apply for? ☒ New ☐ Renewal ☐ Modification

Have Pre-siting Requirements been completed? ☐ Yes ☐ No

1 Required.

Site Information

Select your facility (project site)

1 Required.

Description of the location of the site

1 Required

Number of Site Acres

Number of Acres in Disposal Area

- This online application form will be enhanced to include a new “NPDES” section with the following fields. The existing fields in the application form will **not** be modified.

NPDES Application
Portion.pdf

NOTE: Fields from the NPDES Application Portion WILL NOT need to flow into other modules in the system (e.g. Site, Permit)

								Application No.
XIII. OUTLET LOCATION								
For each outlet, list the latitude and longitude to the nearest second, the River Mile Point (if known) and the name of the immediate receiving water. (see instructions)								
A. Outlet Number (list)	B. <u>Latitude</u>			C. <u>Longitude</u>			D. River Mile Point	E. Immediate Receiving Water (include all streams To Major Basin)
	1. Deg	2. Min	3. Sec	1. Deg	2. Min	3. Sec		
XIV. FLOWS, SOURCES OF POLLUTION AND TREATMENT TECHNOLOGIES								
A. Include with this application: (1) A site layout drawing (see instructions for precise details); (2) A line drawing showing the water flow through the facility (see details and Figure 1 of the instructions for an example); and (3) Details and drawings of each treatment unit (see instructions for precise details).								
B. For each outlet provide a description of: (1)(a) All operations contributing wastewater to the effluent, including leachate and storm water runoff (including material handling and storage area run-off and areas where pesticides, herbicides, soil conditioners and fertilizers are applied); (1)(b) The average flow contributed by each operation; and (2) The treatment received by the wastewater. Continue on additional sheets if necessary.								
Outlet Number (list)	1. <u>Operation(s) Contributing to Flow</u>		2. <u>Treatment</u>					
	a. Operation (list)	b. Average Flow (mgd)	a. Description	b. List Codes from Table 1 (see instructions)				



C. Except for storm runoff, leaks, or spills, are any of the discharges described in Items XIV-A or B intermittent or seasonal? <input type="checkbox"/> Yes (complete the following table) <input type="checkbox"/> No (go to Section XV)						
1. Outlet Number (list)	2. Operation(s) Contributing Flow (list)	3. Frequency (Avg)		4. Flow		
		a. Days Per Week	b. Months Per Year	a. Flow Rate (mgd)		b. Duration (in days)
				1. Long Term Avg.	2. Max Daily	
XV. TREATMENT SYSTEM						
List all treatment processes and provide summary of the design consideration.						
XVI. IMPROVEMENTS						
A. Are you now required by any Federal, State, or local authority to meet any implementation schedule for the construction, upgrading or operation of wastewater treatment equipment or practices or any other environmental programs which may affect the discharges described in this application? This includes, but is not limited to, permit conditions, administrative or enforcement orders, enforcement compliance schedule letters, stipulations, court orders, and grant or loan conditions. <input type="checkbox"/> Yes (complete the following table) <input type="checkbox"/> No (go to Item XVI-B)						
1. Identification of Condition Agree - ment, etc.	2. Affected Outlets		3. Brief Description of Project	4. Final Compliance Date		
	a. Number	b. Source of Discharge		a. Required	b. Projected	



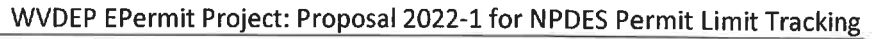
Application No.			
XVI. IMPROVEMENTS (continued)			
B. OPTIONAL: You may attach additional sheets describing any additional water pollution control programs (or other environmental projects which may affect your discharges) you now have underway or which you plan. Indicate whether each program is now underway or planned, and indicate your actual or planned schedules for construction. <input type="checkbox"/> Mark "X" if description of additional control programs is attached.			
XVII. EFFLUENT CHARACTERISTICS			
A,B,C,D,E,F,G Complete at least one set of tables (XVII-LEACHATE-1 through XVII-LEACHATE-2 for leachate) and / or (XVII-SW-1 through XVII-SW-2 for storm water run-off). See attachments at end of application.			
H. Use the space below to list any of the pollutants listed in 47 CSR 10 Appendix C, Table V, which you know or have reason to believe is discharged or may be discharged from any outlet. For every pollutant you list, briefly describe the reasons you believe it to be present and report any analytical data in your possession.			
1. Pollutant	2. Source	1. Pollutant	2. Source
XVIII. POTENTIAL DISCHARGES NOT COVERED BY ANALYSIS			
A. Provide a list of any toxic pollutant not otherwise listed in Item XVII-C which you do or expect that you will over the next 5 years that has a potential to be discharged via any outlet. Also list sources and levels of such pollutants and provide MATERIAL SAFETY DATA SHEETS (MSDS) for each listed. Use additional sheets if necessary.			
B. Provide a listing and frequency of all chemical or treatment agents used in well redevelopment operations and each wastewater treatment system utilized. Also list all pesticides, herbicides, soil conditioners and fertilizers used at this site, and provide MSDS Sheets for each agent listed. Continue on additional sheets if necessary.			



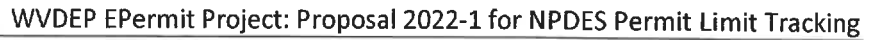
XIX. BIOLOGICAL TOXICITY TESTING DATA				
Do you have any knowledge or reason to believe that any biological test for acute or chronic toxicity has been made on any of your discharges or on a receiving water in relation to your discharge within the last 3 years?				
<input type="checkbox"/> Yes (identify the test(s) and describe their purpose) <input type="checkbox"/> No (go to Item XX)				
XX. SAMPLING AND ANALYSIS INFORMATION				
A. Sampling Method. Briefly describe procedure followed including type of equipment or collection apparatus used.				
B. Were sample fixations used? <input type="checkbox"/> Yes <input type="checkbox"/> No				
C. Was the latest approved edition of Standard Methods used during analysis? <input type="checkbox"/> Yes (go to XX-E) <input type="checkbox"/> No (complete Item XX-D)				
D. Describe method used during analysis.				
E. Outlet Sampled	F. Time Sampled	G. Date Sampled	H. Date Analyzed	I. Name and Address of Laboratory
J. Has the laboratory in Item XX-I received any required certification to perform the waste analysis associated with this application? <input type="checkbox"/> Yes (complete Item XX-K) <input type="checkbox"/> No (go to Item XX-L)				
K. Provide the name and address of certifying agency.				
L. Has any Performance Audit Inspection (PAI) been performed at the laboratory listed in Item XX-I? <input type="checkbox"/> Yes (complete Item XX-M) <input type="checkbox"/> No (go to Item XXI)				
M. Provide the name and address of the agency conducting the audit and the date of the most recent audit performed.				



Application No.		
XXI. SLUDGE DISPOSAL		
Does or will your facility generate sludges, other solid wastes, or other pollutants for disposal? <input type="checkbox"/> Yes (complete A and B below) <input type="checkbox"/> No (go to XXII)		
A. Describe method of disposal (landfill, incineration, other)		
B. Submit name, location, Agency issuing permit for landfill and attach letter of acceptance of wastes from disposal operator if other than "on-site".		
XXII. OPERATION AND MAINTENANCE		
A. Has a Best Management Practice (BMP) Plan, Groundwater Protection Plan (GPP), and/or Storm Water Pollution Prevention Plan (SWPPP) been developed for your facility? Please attach each plan.		
B. Specify a plan of maintenance for each treatment unit described in Item XIV-B.		
1. Outlet Number	2. Treatment Unit	3. Plan of Maintenance
C. Describe name of treatment plant operator and qualifications.		
D. Attach a description of the frequency of inspection by operator and description of operator duties and method of operation.		



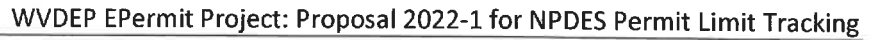
PAGE XVII - SM - 1



PAGE XVII - SW - 2



PAGE XVII - LEACHATE - 1



PAGE XVII - LEACHATE - 2



3.1.2. Paper Applications

- Currently authority staff can submit paper submittals into Epermit through the Authority portal



- The application form fields are identical to the ones in the electronic version (Section 3.1.1)

- This online application form will be enhanced to include a new “NPDES” section. The current fields in the application form will **not** be modified. The same enhancements made to the Public Portal version will be made to the Authority Portal version (Section 3.1.1).

NOTE: Fields from the NPDES Application Portion WILL NOT need to flow into other modules in the system (e.g. Site, Permit)

3.2. Enhance Solid Waste System Features to Track NPDES Related Fields

A permittee will submit a Solid Waste permit application request to DEP via the Epermit system. Authority users will review the application, approve and issue a Solid Waste permit. During the permit



issuance process, the System will allow Authority users to track NPDES related information including Sample Locations, Permit Limits, Basin Information, Cover Letter Details, and Compliance Schedules.

3.2.1. Site Sample Locations

- During the permit writing stage, Authority users will be able to enter the Sample Location Details for a facility. During the application workflow review, the system will automatically generate a facility record in the **Water System** and link it to the current Land facility (through FIS). Authority users will then be able to enter Sample Location details for that facility in the **Water System**.

This means that a Solid Waste data will be tracked in Epermit as such:

- The Facility will be tracked in the Land Quality system
 - If the SW facility requires NPDES permits, Epermit will automatically create the same facility record in the Water System and use the same Master Facility ID to link data stored in both systems
 - DEP staff will
 - Track all solid waste data in Land Quality system
 - Track NPDES sample locations, limits, and DMR data in the water system
 - Epermit will perform data auto-linking.
 - DEP user will enter data in consecutive order without having to go to different systems to enter the data. Screen flows will be seamless to DEP users
- Sample Location Screen (Site Module, for illustration purpose only. Actual screen flow might not be exact like the image presented below.)

The screenshot shows the 'Sample Loc' screen for the 'HAMPSHIRE HILL SITE'. The top navigation bar includes 'Contact', 'Sample Locations', 'Documents', 'Reporting Obligation', 'Dust Suppressant', 'Groundwater Protection Plans', and 'Monitoring Wells'. The 'Sample Locations' tab is active, showing a list of locations. The first location is 'MW01', which is a 'Catch Basin' located at 'ION HAMPSHIRE HILL, 1.7 MILES SW OF PIEDMONT, WV, PIEDMONT, WV 26750'. The location is marked as 'Active' and has a status of 'Active'. The 'General Info' section is expanded, showing the location name, type, and status. The 'Comments' section is empty.

Location Name	Location Type	Status
MW01	Catch Basin	Active



WVDEP EPermit Project: Proposal 2022-1 for NPDES Permit Limit Tracking

Monitoring Sample Point

Sample Point Info & Linked Permit

01 Latitude 39 Longitude 79

Basic Info

Designator: 01 Comments: Status: Active

Physical Location

Address Line 1: ON HAMPSHIRE HILL, 1.7 MILES SW OF PIEDMONT, WV Address Line 2:

City: PIEDMONT State: WV (West Virginia) Zip Code: 26750

Latitude (39°00'00"N) Longitude (79°00'00"E)

39 79

- The following fields will be tracked:

Epermit Field	ERIS Field	Data Type	Description/Special Logic
Sample Location Details (Tracked under the Water Site Module)			
Location Name	Inspectable Unit	Text	
Location Type	Inspectable Unit Type	Dropdown	Dropdown of monitoring location types (e.g. Catch Basin, External Outfall, Incinerator)
Effluent Waste Type	Effluent Waste Type	Dropdown	(e.g. Stormwater, Processed water)
Comments	Sample Location	Text	
Sample Point Address	Sample Location	Address	

3.2.2. NPDES Permit Limits

- After entering sampling locations, Authority users can set the NPDES permit limits for each sample location.
- Epermit's **Land Permit Module** will be enhanced to track the NPDES related fields.
 - A "Permit Limit Details" tab will be added to the PLC Module in the **Land System**
 - Authority users have the option to manually enter permit limits substance by substance
 - Authority users have the option to copy existing limits from other permits and edit the copied fields
- The tabs will track the following fields:



WVDEP EPermit Project: Proposal 2022-1 for NPDES Permit Limit Tracking

Permit Field	ERIS Field	Data Type	Description/Special Logic
Permit Limit Details (Tracked under the PLC Module)			
Substance	Parameter	Dropdown	List of EPA regulated substances
Season	Season	Checkbox	Checkbox for each month of the year
Report Frequency	Reporting Frequency Code	Dropdown	Dropdown of standard reporting frequencies (e.g. monthly, annual)
Limit Type	Interim/Final Limit Type	Dropdown	<ul style="list-style-type: none">• Enforceable Limit = "Real" permit limit that will result in "Violation" if the reported sample result violated the limiting condition• Alert Limit = For reporting/m
Limit Value	Quantity Limit / Units	Text + Dropdown	Dropdown portion displays a list of standard units used for measuring substance load
SBC (Stat Basis Code)	Quantity Stat Code	Dropdown	
Limit Value	Other Units Limit / Units	Text + Dropdown	Dropdown portion displays a list of standard units used for measuring substance concentration
SBC (Stat Basis Code)	Other Units Stat Code	Dropdown	
Frequency of Analysis	Monitoring Frequency	Dropdown	(e.g. Daily, Weekly) Contains "Not Reported" and "Not Applicable"
Sample Type	Sample Type	Dropdown	(e.g. GRAB, GRAB-2)

- Permit Limit Screen (PLC Module, for illustration purpose only. Actual screen flow might not be exact like the image presented below)

← Permit/License/Certificate (PLC) Water Quality

25948 HAMPSHIRE HILL SITE

Basic Contact Limits and Requirement Documents Reporting Obligation Activity Log Compliance Schedule

Monitoring Point & Limit Set Info

▶ Test Location 01 ON HAMPSHIRE HILL, 1.7 MILES SW OF PIEDMONT, WV, PIEDMONT 26750

Pick and add a Sample Point

▼ Add



WVDEP EPermit Project: Proposal 2022-1 for NPDES Permit Limit Tracking

• Copy Permit Limit

Basic **Contact** **Limits and Requirement** **Documents** **Reporting Obligation** **Activity Log** **Compliance Schedule**

Monitoring Point & Limit Set Info

▼ **Test Location 01** ON HAMPSHIRE HILL, 1.7 MILES SW OF PIEDMONT, WV, PIEDMONT 26750

Basic Info

Report Frequency:

Annual

Initial DMR Begin Date:

mm/dd/yyyy

Comment:

Limits

Copy Limits

Pick a sample point to copy

Q Search by Facility/ Sample Point/ address/ substance name.

HAMPSHIRE HILL SITE Test Location 01 → % Effect Static 96Hr Acute *Amenocamysis bahia* % Effect Static Renewal 96Hr Acute *Atherinops affinis*
Demo Facility 2 2A 11 → % Effect Static 96Hr Acute *Amenocamysis bahia* % Effect Static Renewal 96Hr Acute *Atherinops affinis*

Found: 2



Limits

Substance Name	Sample Type	Stage	Frequency of Analysis
% Effect Static 96HR Acute Americamysis bahia (TCB3E)	AVG-1H - AVG-1H	Effluent Gross (Supplementary)	01/06 - Once Every 6 Days

Sample Info			
Substance:	Limit Type:		
3 % Effect Static 96HR Acute Americamysis bahia (TCB3E)	ENF - Enforceable		
Stage:	Limit Begin Date:	Limit End Date:	
Effluent Gross (Supplementary)	02/19/2022	02/25/2022	
Permit Limit Basis:	Sample Type:	Frequency of Analysis:	
	AVG-1H - AVG-1H	01/06 - Once Every 6 Days	
Season:			
<input checked="" type="checkbox"/> Jan. <input checked="" type="checkbox"/> Feb. <input checked="" type="checkbox"/> Mar. <input checked="" type="checkbox"/> Apr. <input checked="" type="checkbox"/> May. <input checked="" type="checkbox"/> Jun. <input checked="" type="checkbox"/> Jul. <input checked="" type="checkbox"/> Aug. <input checked="" type="checkbox"/> Sep. <input checked="" type="checkbox"/> Oct. <input checked="" type="checkbox"/> Nov. <input checked="" type="checkbox"/> Dec.			

Sample Limit Value			
Limit 1	Limit Value:	SBC:	<input type="checkbox"/> Optional Monitoring
Limit 2	Limit Value:	SBC:	<input type="checkbox"/> Optional Monitoring

3.2.3. West Virginia Basin Information

- While reviewing the permit application, permit writers will be able to assign the West Virginia Basin which the facility belongs to. A new "West Virginia Basin" field dropdown will be added to the Site's Solid Waste Environmental Interest page (**Land Site Module**) to track this information.



← **Edit Site** Last Modified

136382 **34's Last Stop Tavern, LLC**

Basic **Contact** Documents Reporting Obligation **Solid Waste**

Basic

Environmental Interest Basic Info

Environmental Interest Identifier:	Environmental Interest Site Name:	Status
		▼ Active ▼

Comments:

(Maximum length is 4000. Remaining length is 4000)

Solid Waste Info

West Virginia Basin

▼

3.2.4. Cover Letter Details

- As part of the permit writing process, permit writers will be able to specify the permit's Cover Letter details. A new "Specify Cover Letter Details" workflow task will be added to the following workflows:
 - Class A/B/C Applications (New)
 - Class F Applications (New)
 - Class D Applications (New)
 - Non-Disposal Applications (New)
- The new "Specify Cover Letter Details" task will contain the following fields
 - Cover Page Special Condition – Textbox
 - Cover Page Narrative Condition - Textbox
 - Cover Page Special Condition – Textbox



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▼

9.3

Specify Cover Letter Details

Admin

Scheduled

Task Comment

Task Decision

Task re-open by the reviewer

Next level task will be activated once the task is completed.

Complete Task

Cancel Task

Assign To (1)

Super Admin ✕

Public Notice Essentials

Question

Answer

1

Cover Page Special Condition

2

Cover Page Narrative Condition

3

Cover Page Special

3.2.5. Compliance Schedule (Already in the Epermit system)

- During the permit writing stage, Authority users can track Compliance Schedule information.
- **This feature is already a part of the Epermit system and will not incur an extra cost. This section is to demonstrate the Epermit Compliance Schedule features that will replace ERIS's.**

Epermit Field	ERIS Field	Data Type	Description/Special Logic
Category Name / Narrative Condition	Schedule Type/Code/Description	Dropdown	Dropdown of values configurable by DEP
Schedule Due Date after Agency is notified	Due Date	Date	
Date of Notification	Due Date Minus Span(months from issue date)		
Schedule Comment	Schedule Comment	Text	

- Compliance Schedule Screen



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← **Permit/License/Certificate (PLC)** More Details

+ 25945 HAMPSHIRE HILL SITE

Basic **Contact** Limits and Requirement Documents Reporting Obligation Activity Log **Compliance Schedule**

Schedule Info

Notification Date:
 Submittal: 0
 Attachment: 0

Basic Info

Category Name/Narrative Condition:
 Required

Schedule Comment:

Is Approval Required?
 Yes No

Approval By:
 System Auto-Approve Approved by Staff

Date of Notification:
 mm/dd/yyyy

Status:
 Required

Schedule Due Date after Agency is notified:
 mm/dd/yyyy

Assigned Staff:

Compliance Schedule Submittal

3.2.6. Enforcement Officer (Already in the Epermit system)

- During the permit writing stage, Authority users can assign an Enforcement Officer to the facility
 - The Epermit Site module allows users to select an Authority User in the system and assign that user to the site. This individual will serve as the “Enforcement Officer”
- This feature is already a part of the Epermit system and will not incur an extra cost. This section is to demonstrate the Epermit Compliance Schedule features that will replace ERIS’s.

← **Edit Site** Land Quality

135386 HAMPSHIRE HILL SITE

Basic **Contact** Documents Reporting Obligation

Facility Contacts by Environmental Interest (0)

+ Contact

Authority Contacts (0)

Add Authority Contact

Find authority user

Brad Wright	bradleywright@gmail.com
Connie Anderson	connie.anderson10@yahoo.com
Greg Morris	wvdeptest@outlook.com
Jason Ely	MasterMojo83@gmail.com



3.3. Enhance the Permit Document Generation Feature to Pull in NPDES Related Fields Entered by Authority Users

After the permit application has been reviewed and the permit details have been specified (Limits, Basin, Cover Letter), the permit writer will use the system to generate a permit document in Word format. The word document will auto-populate various fields based on the permit application. Currently it DOES NOT populate with NPDES related fields.

The following changes will be made:

- The System's Document Generation feature will be enhanced to populate the Solid Waste Permits with NPDES related data tracked by the system. The following permit types will be affected:
 - Class A
 - Class B
 - Class C
 - Class F
- The permit types specified above will have the following sections added to the Solid Waste Permit document. Existing sections of the permit documents **will not** be affected.



Template.PartII.Clas
sABCD1FN.DraftPerr



Module.PartII.Secti
onA.10282021.docx

- The following fields from the documents above will be auto-populated when the document is generated.

Epermit Field	ERIS Field	Data Type	Description/Special Logic
NPDES Limit Fields – Populated from the Site and PLC module (Using fields described in 3.2.1)			
Location Name	Inspectable Unit		
Location Type	Inspectable Unit Type		
Effluent Waste Type	Effluent Waste Type		
Substance	Parameter		
Season	Season		
Sample Point Address	Sample Location		
Report Frequency	Reporting Frequency Code		
Limit Type	Interim/Final Limit Type		
Limit Value	Quantity Limit / Units		



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Epermit Field	ERIS Field	Data Type	Description/Special Logic
SBC (Stat Basis Code)	Quantity Stat Code		
Limit Value	Other Units Limit / Units		
SBC (Stat Basis Code)	Other Units Stat Code		
Frequency of Analysis	Monitoring Frequency		
Sample Type	Sample Type		
COMPLIANCE SCHEDULE – Populated from the PLC module (Using fields described in 3.2.4)			
Category Name / Narrative Condition	Schedule Type/Code/Description		
Schedule Due Date after Agency is notified	Due Date		
Date of Notification	Due Date Minus Span(months from issue date)		
Schedule Comment	Schedule Comment		
ENFORCEMENT OFFICE – Populated from the Site Module (Using fields described in 3.2.5)			
Enforcement Office	Enforcement Office		Populate the office of the Authority User
Enforcement Officer	Enforcement Officer		
COVER PAGE – Populated from the Workflow (Using fields described in 3.2.3)			
Cover Page Special Condition	Cover Page Special Condition		
Cover Page Narrative	Cover Page Narrative		
Cover Page Special	Cover Page Special		

3.4. Enhance Epermit to Generate to Generate DMR Templates Based on Permit Limits

After the permit writer finalizes and issues the permit, the Authority user will create the DMR templates for the facility to complete.

The System will be enhanced as follows:

- A new “Solid Waste **Summary DMR**” Submittal Type will be created in the Epermit system.
- The system will allow Authority users to **auto-generate** the DMR templates based on the **Permit Limits and Reporting Frequencies** for that particular permit record.
 - Using the Permit module, Authority users will generate DMRs for the facility



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Permit/License/Certificate (PLC) Home

22947 HAMPSHIRE HILL SITE Actions Panel

Basic Contact Limits and Requirement Documents Reporting Obligation Activity Log Compliance Schedule

Basic Info

Select a Facility/License:

HAMPSHIRE HILL SITE
OFF HAMPSHIRE HILL 1.7 MILES S/W OF PIEDMONT, WV
PIEDMONT, WV 26750 55346 9 3 78

Permittee Name: Issued By:

PLC Number: PLC Type: PLC Status:

Dust Suppressant Issued

Issued Date: Effective Date: Expiration Date:

mm/dd/yyyy mm/dd/yyyy mm/dd/yyyy

Revoke

Revoke Reason:

Generate DMR

Generate DMR

○ New DMR Report Obligation records will be created

Basic Contact Limits and Requirement Documents Reporting Obligation Activity Log Compliance Schedule

Submittal Type Reporting Period E.L. Due Date Status Submission ID Submitted Date

Solid Waste DMR 08/03/2022 New

- The system will auto-populate the Substances and Permit Limits according to that particular permit record
- Each DMR will contain the following fields:

Epermit Field	ERIS Field	Data Type	Description/Special Logic
Basic Info			
General Report Comments		Text	
Location Details			
Location Name	Inspectable Unit		Auto-populate Based On Permit Limits
Location Type	Inspectable Unit Type		Auto-populate Based On Permit Limits
Effluent Waste Type	Effluent Waste Type		Auto-populate Based On Permit Limits
Monitoring Results			
Substance	Parameter		Auto-populate Based On Permit Limits
Permit Requirement /Unit	Quantity Limit / Units		Auto-populate quantity, unit, Stat Code, Based On Permit Limits
Reporting Value		Text Box	Unit is auto-populated based on Permit Limits. Field will be flagged if exceeds permit limit
Monitoring/Analysis Info			
Permit Frequency of Analysis	Monitoring Frequency		Auto-populate Based On Permit Limits
Permit Sample Type	Sample Type		Auto-populate Based On Permit Limits



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Epermit Field	ERIS Field	Data Type	Description/Special Logic
Frequency of Analysis	Monitoring Frequency	Dropdown	
Sample Type	Sample Type	Dropdown	
Excursion No.		Numberbox	Number of times the sample results were outside the limit
Comments		Text	

- DMR Report Basic Info

16548 New

Basic Info Summary Data Attachment Review Submission

General Report Comments and Explanation

- DMR Report Location Details

16548 New

Basic Info Summary Data Attachment Review Submission

001 A

Facility

comment

test

Permit No. NGEN124-000528308

Substance

pH

Solids, total suspended

00400 Effluent Gross - 1

00530 Effluent Gross - 1

No Discharge

- DMR Report Monitoring Results



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16548 New

Basic Info Summary Data Attachment Review Submission

001 A

Comments:

Concentration

Reporting Data / Unit: Permit Requirement / Unit:

Reporting Data / Unit: Permit Requirement / Unit:

Reporting Data / Unit: Permit Requirement / Unit:

100 (MN - Monthly Max) Milligrams per Liter

Required.

Comments:

Monitoring/Analysis Info

Frequency of Analysis Sample Type Excursion No.

01/07 - Weekly GRAB - GRAB 0

Permit Requirement

01/07 GRAB

Comments:

B

3.5. Enhance Epermit to Take In DMR Submissions

The DMR templates created in Section 3.4 will be accessible by facility users to complete and for Authority users to review.

3.5.1. Electronic DMRs

- Facility users will access DMRs through the public portal to complete and submit.



Obligation Reports

Search

Criteria

Keywords

Submittal Id | Submittal Type |
Submittal Status | Department

Reporting Period

Due Date



Land Quality

Solid Waste DMR



11536

New



01/22/2021

1 year ago



01/22/2021



Solid Waste Demo Facility

- The fields in the submittal form are specified in Section 3.4

15703 New

Basic Info Daily Data Summary Data Attachment Review Submission

001 A 002 A

Reporting Data / Unit: Permit Requirement / Unit:

Comments:

Concentration

Reporting Data / Unit: Permit Requirement / Unit:

6 Standard Units 5.5 (DC - Daily Minimum) Standard Units

Reporting Data / Unit: Permit Requirement / Unit:

Reporting Data / Unit: Permit Requirement / Unit:

8 Standard Units 9.0 (DD - Daily Maximum) Standard Units

Comments:

- Authority Users will access submitted DMRs in the **Water Quality** module. Authority users can view the information provided by the facility.



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The screenshot shows a table titled 'Submittals' with columns: Site/Location, Program/Name, Submittal Status, Submittal Date/Submitter, RID/Indicators, and Permit Info/Action. Two rows are visible, both with a status of 'Approved'.

Site/Location	Program/Name	Submittal Status	Submittal Date/Submitter	RID/Indicators	Permit Info/Action
Water Quality	Solid Waste DMR	Approved	7/1/22 Yesterday Lafotech Tester	14161	New
Water Quality	Monitoring Wells	Approved	7/1/22 8 days ago Lafotech Tester	14163	New

- After submittal review, Authority users can “Approve” or “Send Back” (to the facility user for correction) the submittal

The screenshot shows the 'Submittal Review' form for 'Water Quality'. It includes a header with a back arrow and a water drop icon. Below the header, there's a section for '14161 Approved'. A navigation bar shows tabs: Workflow (3), Issuance (0), Attachment (0), Payment, Executive Decision (selected), and Email His. The 'Executive Decision' section contains four radio buttons: Approved, Denied, Send Back, and Denied - Contested. Below this is a 'Decision Message' text area with the placeholder text 'HAVE to enter a decision message to ENABLE the 'Execute' button'. At the bottom, there's a note: 'Your executive decision will **finalize the submittal status** and stop the workflow review process.' and an 'Execute' button.

NOTE: No custom workflows will be configured for DMR's. DEP will use the Executive Decision tab to “Approve” or “Send Back” DMRs.

3.5.2. Paper DMRs

- Authority staff can submit paper DMRs into Epermit through the Authority portal
 - Authority users will access them in the **Water Quality** system's Reporting Obligation module



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The screenshot shows the 'Reporting Obligation' interface. On the left, there is a search sidebar with 'Criteria', 'Keywords', and 'Environmental Interest' sections. The main area displays a table with columns: 'Originated From', 'Submission Type', 'Reporting Period', 'Environmental Interest', 'Due Date', 'Status', 'Permit Number', 'Submission ID', 'Submitted Date', and 'Review Submittal'. Two rows are visible: one for 'Stormwater' and another for 'Solid Waste DMR'. Each row has a 'Review Submittal' button with a magnifying glass icon.

- The fields in the submittal form are specified in Section 3.4

The screenshot shows the 'Submittal' form with tabs: 'Basic Info', 'Daily Data', 'Summary Data', 'Attachment', 'Review', and 'Submission'. The 'Summary Data' tab is active. It contains two sections, '001 A' and '002 A', each with a 'Reporting Data / Unit' field, a 'Permit Requirement / Unit' field, and a 'Comments' text area. Below these, there are three rows of 'Concentration' data. Each row has a 'Reporting Data / Unit' field, a 'Standard Units' dropdown, a 'Permit Requirement / Unit' field, and a 'Standard Units' dropdown. The first row shows '6' and '5.5 (DC - Daily Minimum)'. The second row is empty. The third row shows '9' and '9.0 (DD - Daily Maximum)'.

- Authority Users will access submitted DMRs in the **Water Quality** module. Authority users can view the information provided by the facility.

The screenshot shows the 'Submittals' interface. On the left, there is a search sidebar with 'Saved/Preser Queries', 'Criteria', 'Keywords', and 'Submitted Status' sections. The main area displays a table with columns: 'Site/Location', 'Program/Name', 'Submittal Status', 'Submittal Date/Submitter', 'SD/Indicators', and 'Permit Info/Action'. Two rows are visible: one for 'Water Quality' and another for 'Monitoring Wells'. Each row has a 'Permit Info/Action' button with a magnifying glass icon.

- After submittal review, Authority users can "Approve" or "Send Back" (to the facility user for correction) the submittal



←

Submittal Review

Water Quality

14161

Approved

Workflow 3

Issuance 0

Attachment 0

Payment

Executive Decision

Email His

Executive Decision

Executive Decision

☐ Approved

☐ Denied

☐ Send Back

☐ Denied - Contested

Decision Message

HAVE to enter a decision message to ENABLE the 'Execute' button

Your executive decision will **finalize the submittal status** and stop the workflow review process.

Execute

NOTE: No custom workflows will be configured for DMR's. DEP will use the Executive Decision tab to "Approve" or "Send Back" DMRs.

3.6. Allow DEP Authority to Issue and Track DMR Violations and Enforcements through Epermit

Epermit will allow DMR violations to be tracked and enforced upon in the Epermit **Water Quality** system.

- DEP can issue violations and enforcements on DMRs in the Reporting Obligation Module



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Reporting Obligation WVDEP Quality

Search (Saved queries)

Criteria

Keywords

Site/Location

Originated From

Submittal Type

Reporting Period

9450

SE

Permit

Solid Waste DMR

11/16/2020 ~ 01/01/2021

Reporting Obligation WVDEP Quality

Search (Saved queries)

Criteria

Keywords

Environmental Interest

Submittal Type

Batch Violation Information

Violation Category/Type: DMR Violation

Required

Violation Date: mm/dd/yyyy

Violation Status: Required

21 - 40 of 988 Facility Name (A-Z)

- DEP can then record further violation and enforcement details in their respective modules
- Violation Details (Configured according to COTS user guide)

Violation Details WVDEP Quality

1236

Violation Relevant Enforcement Reporting Obligation Documents Notify

Basic Info

Violation Category/Type: DMR VIOLATION

Violation Code Section:

Specific Citation (Permit Condition or Code Reference): test

Violation Date: 01/09/2022

Aware Date: 01/11/2022

Violation Status: ACTIVE

Data Source: Inspection

Gravity-Based Penalty:

Economic Benefit Amount:

Comments

Contact Info

Salutation First Name M.I. Last Name

Company Title Email



WVDEP EPermit Project: Proposal 2022-1 for NPDES Permit Limit Tracking

- Enforcement Details (Configured according to COTS user guide)

Edit Enforcement

5871 | 2022-PEN-5892

Enforcement | Relevant Violations | Documents | Documents from template | Activity Log | Reporting Obligation | Comment | eNotify

Basic Info

Enforcement Category/Type: **DMR Enforcement**

Enforcement Number: 2022-PEN-5892

Determined Date: 02/24/2022

Enforcement Status: **PENDING**

Enforcement issued Date: mm/dd/yyyy

Issued By: mm/dd/yyyy

Response Due Date: mm/dd/yyyy

Response Date: mm/dd/yyyy

Compliance Achieved Date: mm/dd/yyyy

Comments

Refer to OCE

Referral Comment

Contact Info

Select & copy from facility contact

Salutation First Name M.I. Last Name

Company Title Email

3.7. Allow DEP Authority to Continue Conducting Solid Waste Inspections in Epermit

DEP Authority will be able to continue to conduct Solid Waste Inspections on Solid Waste facilities using the Land Quality system.

- DEP can schedule Solid Waste inspections by Solid Waste permit in the PLC module.

Permit/License/Certificate (PLC)

Search

0 selected

Batch Inspection Scheduling

Inspection Category/Type: **Solid Waste Inspection**

Inspection Start Date: mm/dd/yyyy

Inspection End Date: mm/dd/yyyy

Batch Generate

Facility/Licensee Name	PLC #	PLC Type	PLC Status	Submission ID	Environmental Interest	Issued Date	Effective Date	Expiration Date	RID
company	221	General	23280	23280	02/24/2022	02/24/2022			85245

- DEP can then enter Inspection details for each record.
- Inspection Details (Configured according to COTS user guide)



Edit Inspection Link Copy

10.26.2021

Basic Inspection Results **1** Violations **2** Enforcements **1** Reporting Obligation **2** Documents **3** eNotify

Basic Information

Solid Waste Inspection

Status Scheduled

Annual Inspection Plan?

Date Range 01/06/2022 01/07/2022

Report Completion Date mm/dd/yyyy

Comments

Inspectors

Bart COLLINSWORTH

Bart COLLINSWORTH@dep.oregon.gov

503-378-5071

Contact Information

Salutation **First Name** **M.I.** **Last Name**

Company **Title** **Email**

3.8. Create a System Generated DMR Summary Report

A DMR Summary report based on the one from ERIS will be created in Epermit to allow permit writers to download summary statistics of DMRs in an Excel format. The summary data will be based on the DMRs completed by facilities described in Section 3.4.

Sample Excel Output From ERIS



DMR Summary Excel
Export.xls

- Authority Users will first specify a Solid Waste facility
- The DMR Summary Report will display the following information for that facility:

ERIS Field Label	ERIS DMR Field
Permit ID	Permit_id
Facility Name	Responsible_party_name
Report Date	Chemical_report_date
Location Name	Inspectable_unit_cod
Location Type	Monitoring_location_code
Report Frequency Code	Reporting_frequency_code
Report Date	Chemical_report_date



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ERIS Field Label	ERIS DMR Field
Substance Code	Chemical_id_epa
Substance Name	Chemical_short_desc
Quantity 1 Data	Quantity_minimum / quantity_minimum_mdI / quantity_average
Quantity 1 Code	Quantity_code
Quantity 1 Description	Quantity_description
Quantity 2 Data	
Quantity 2 Code	
Quantity 2 Description	
Concentration 1 Data	Concentration_minimum / concentration_minimum_mdI / concentration_average
Concentration 1 Code	Concentration_code
Concentration 1 Description	Concentration_description
Concentration 2 Data	
Concentration 2 Code	
Concentration 2 Description	
Concentration 3 Data	
Concentration 3 Code	
Concentration 3 Description	
Frequency of Analysis	Sampling_frequency_code / dmr_type_description
Sample Type Code	Sample_type_code
Excursions	Quantity_number_exceedances / conc_number_exceedances



4. Cost and Payment Schedule

4.1. Cost

Deliverable	Cost
QA version: Delivery Release #1 version of enhancements to DEP for review and comment	\$ 66,330
UAT version: Delivery Release #2 version of enhancements to incorporate DEP's Release #1 comments	\$ 22,110
PROD version: Address DEP's UAT comments and Delivery Release #3 version DEP	\$ 22,110
Total:	\$ 110,550

4.2. Schedule (Preliminary Draft)

enfoTech estimate that the proposed work could be completed in 3 months after receiving a purchase order from DEP.

4.3. Payment Schedule

After completing the delivery to DEP, enfoTech will include the deliverable cost(s) in the monthly invoice and submit it to DEP for payment. Deliverable costs are tied to each deliverable and are listed in the Cost column in a table above.

enfoTech payment terms are 30 days net from the invoice date.



5. Assumptions

- Data from the enhanced Solid Waste permit application form WILL NOT automatically flow to other modules in the system
- The NPDES Limit Tracking and DMR features will be configured for the Solid Waste permits only
- A custom workflow will NOT be created for the DMR Summary Report
 - Authority users will be able to APPROVE the report or SEND BACK the report using built in system features
- Only the changes specified in 3.3 will be made to the Solid Waste Permit Document Generation feature. Other changes made to the feature are outside of the scope of the proposal.
- Authority users will view compliance data in their respective subsystems. (e.g. Water Quality related compliance data can only be viewed in the Water Quality module)
- No RCRA data flows to EPA will be configured under this proposed work
- No NPDES data flows to EPA will be configured under this proposed work