



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 DEP2200000045 1	Procurement Folder:	1046643
Document Name:	Solid Waste Permit Document Generation Enhancement	Reason for Modification:	
Document Description:	Solid Waste Permit Document Generation 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  <b>23</b> 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: \$37,980.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>7/05/2022</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>7/16/2022</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>7/06/2022</i> ELECTRONIC SIGNATURE ON FILE
---	--	---

**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 Permit Document Generation Enhancements with the current E-Permitting system 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	37980.00
Service From	Service To	Manufacturer		Model No	

**Commodity Line Description:** Solid Waste Permit Document Generation 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](mailto: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.

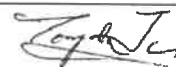
By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from 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](http://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 Auto-generation of Solid Waste Permits (2022-2)**

Dear Kim:

During the DEP's Epermit system implementation, the Solid Waste program has presented new requirements that are outside of the contract work scope. Those requirements are critical to the SW program that, if completed, will eliminate many manual steps, improve permit accuracy and allow DEP to enhance service delivery to the regulated community. New requirements include:

- Track additional permitting related data elements for the facility
- Allow permit writers to select the "modules" to include in the permit document
- Create system-generated permit documents based on new templates provided by DEP
- Add three (3) new permit document templates and dynamically merge data from the database

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 generation
- Work scope description
- Cost and payment schedule

If DEP approves this proposal, enfoTech estimates the work could be completed in about four (4) weeks at a cost of \$ 37,980.

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 Permit Document Generation Enhancement**

### **PROPOSAL 2022-2 (SW PERMIT DATA TRACKING)**

---

March 18, 2022

Prepared by

**enfoTech**

1368 How Lane

North Brunswick, New Jersey 08902

[www.enfotech.com](http://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.*



# Table of Contents

<b>1. BACKGROUND.....</b>	<b>3</b>
<b>2. CURRENT SYSTEM AND TO-BE SYSTEM.....</b>	<b>4</b>
2.1. AS-IS SYSTEM SOLID WASTE PERMITTING PROCESS .....	4
2.2. TO-BE SYSTEM SOLID WASTE PERMITTING PROCESS.....	4
<b>3. WORK SCOPE .....</b>	<b>5</b>
3.1. ENHANCE THE SOLID WASTE PERMIT APPLICATION FORM TO TRACK ADDITIONAL PERMIT-RELATED FIELDS 5	
3.1.1. Electronic Applications .....	5
3.1.2. Paper Applications .....	7
3.2. ENHANCE SOLID WASTE ENVIRONMENTAL INTEREST PAGE TO TRACK ADDITIONAL FIELDS .....	8
3.3. ENHANCE EPERMIT TO FLOW DATA FROM THE SOLID WASTE PERMIT APPLICATION TO THE SOLID WASTE ENVIRONMENTAL INTEREST PAGE .....	10
3.4. ENHANCE THE SOLID WASTE PERMIT DOCUMENT GENERATION FEATURE TO PULL IN DATA FROM THE ENVIRONMENTAL INTEREST PAGE.....	11
3.4.1. Permit "Module" Selection.....	11
3.4.2. Generate Permit Documents Based on New Templates .....	12
<b>4. COST AND PAYMENT SCHEDULE.....</b>	<b>15</b>
4.1. COST.....	15
4.2. SCHEDULE (PRELIMINARY DRAFT).....	15
4.3. PAYMENT SCHEDULE .....	15
<b>5. ASSUMPTIONS.....</b>	<b>16</b>



## 1. Background

During West Virginia DEP's Epermit system configuration stage, the Solid Waste program requested enhancements to the Permit Document Generation feature. The requirements include the following:

- Track additional permitting related data elements for the facility
- Allow permit writers to select the “modules” to include in the permit document
- Create system-generated permit documents based on new templates provided by DEP

These requirements are outside of the Epermit System Configuration Document (SCD) scope. Both DEP and enfoTech agree that the Team shall handle the Solid Waste Permit Document Generation enhancement via a proposal 2022-2.

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

Data tracking and permit document generation is configured according to the Solid Waste SCD. Permit document sections outside of the SCD would be manually handled by DEP.

#### (A) Solid Waste Permit Application

1. The facility submits a Solid Waste Application
  - a. Electronic Submittal
  - b. Paper Submittal

#### (B) Solid Waste Permit Generation

2. DEP prepares a permit document to issue to the RO
  - a. DEP uses Epermit to generate a Solid Waste permit document template
  - b. DEP will manually edit portions of the document that are not dynamically mapped/included by the system
  - c. DEP will finalize the document and issue the permit to the RO

### 2.2. TO-BE System Solid Waste Permitting Process

After completing the proposed work, the System's permitting process will be enhanced to ultimately minimize the number of manual edits needed for permit documents.

#### (A) Solid Waste Permit Application

1. The facility submits a Solid Waste Application containing additional permit related fields
  - a. Electronic Submittal
  - b. Paper Submittal

#### (B) Solid Waste Data Management

2. Authority users will manage Solid Waste Environmental Interest data for the applicant
  - a. Data from the application form will populate into the facility's environmental interest page
  - b. Authority users will track additional facility data relevant for permitting

#### (C) Solid Waste Permit Generation

3. DEP prepares a permit document to issue to the RO
  - a. DEP selects the "modules" applicable to the permit
  - b. Epermit generates a Solid Waste permit document template based on the "modules" selected and auto-populates facility data from the Environmental Interest page
  - c. DEP will finalize the document and issue the permit to the RO



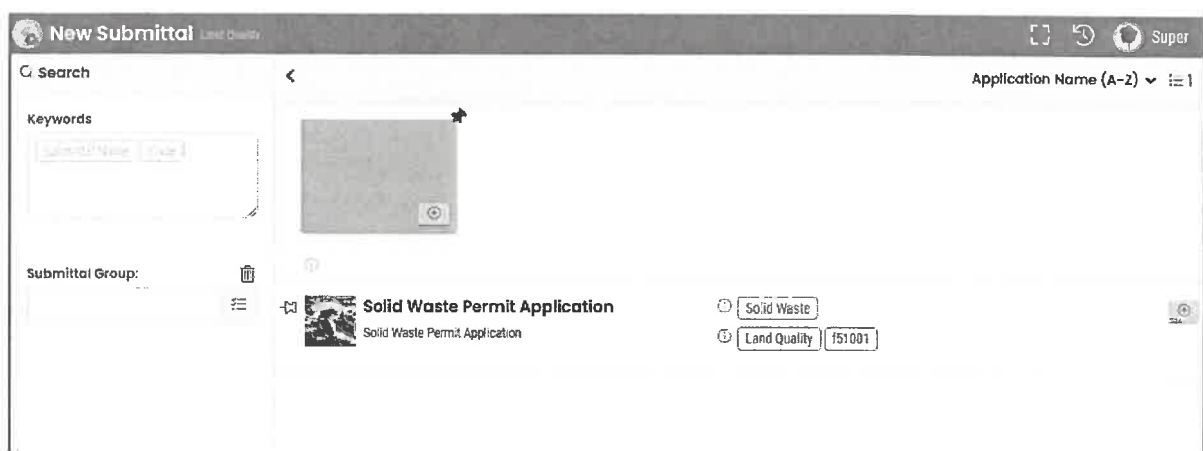
### 3. Work Scope

The following enhancements will be made under this proposed work :

1. Enhance Solid Waste Permit Application form to track additional permit-related fields
  - a. Electronic applications
  - b. Paper applications
2. Enhance the Solid Waste Environmental Interest page to track additional fields
3. Enhance Epermit to flow data from the Solid Waste Permit Application to the Solid Waste Environmental Interest page
4. Enhance the Solid Waste Permit Document Generation feature
  - a. Permit “module” selection
  - b. Generate permit documents based on new templates

#### 3.1. Enhance the Solid Waste Permit Application form to Track Additional Permit-Related Fields

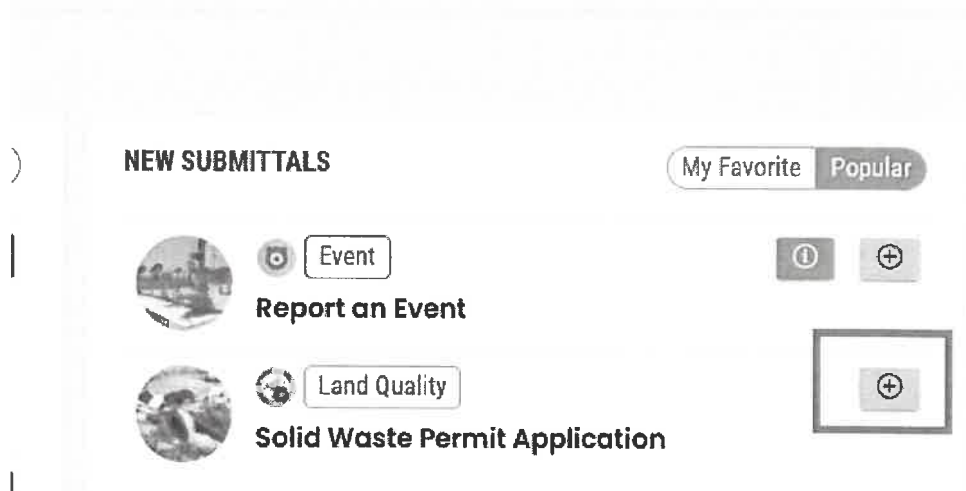
There is currently one Solid Waste Permit Application configured for the program.



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



- 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

**Site Information**

Select your facility (project site)

Description of the location of the site

Number of Site Acres

Number of Acres in Disposal Area

- This online application form will be enhanced to capture additional fields. The existing fields in the application form will **not** be modified. These new fields will be added to the "Basic" tab. The fields are described below.





## WVDEP Epermit Project: Proposal 2022-2 for SW Permit Data Tracking



Field Name	Data Type	Description/Special Logic
Operating Schedule		
Operating Schedule Weekday Days	Checkbox	Checkboxes of weekday days
Operating Schedule Weekend Days	Checkbox	Checkboxes of weekend days
Operating Schedule Weekday Hours	Time	
Operating Schedule Weekend Hours	Time	
Operating Schedule Special Req	Text	
Sources of Solid Waste		
Sources of Solid Waste	Text	
Plans and Specs		
Plans and Specs Date Submitted	Date	
Plans and Specs Date Amended	Date	
Plans and Specs Prepared By	Text	
Plans and Specs Title	Text	
Certificate of Need		
Certificate of Need	Date	


### 3.1.2. Paper Applications

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

 **Solid Waste Permit Application**  
Solid Waste Permit Application

 Solid Waste

 Land Quality  f51001



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





## WVDEP Epermit Project: Proposal 2022-2 for SW Permit Data Tracking

- This online application form will be enhanced to capture additional fields. The existing 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).

### 3.2. Enhance Solid Waste Environmental Interest Page to Track Additional 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 Solid Waste data for the facility.

- While reviewing the permit application, permit writers will use the System's Environmental Interest Page to track data pertaining to the facility. The following fields below will be added to the Site's Solid Waste Environmental Interest page (**Land Site Module**) to track this information.



## WVDEP Epermit Project: Proposal 2022-2 for SW Permit Data Tracking

**136387** Facility Testing 2

Basic

Contact 9

Documents 10

Reporting Obligation 8

**Solid Waste**

Basic

Environmental Interest Basic Info

Environmental Interest Identifier:

Environmental Interest Site Name:

Status

✓ Active

Comments:

(Maximum length is 4000. Remaining)

Solid Waste Info

NEW FIELDS HERE

Field Name	Data Type	Description/Special Logic
Permitted Area Name	Text	
Permitted Area Size	Numeric	
Disposal Area Name	Text	
Disposal Area Size	Numeric	
Lateral Expansion Area Name	Text	
Lateral Expansion Area Size	Numeric	
Disposal Area Liner - Clay Liner	Text	
Disposal Area Liner - Cover Zone	Text	
Disposal Area Liner - Gas Control	Text	
Disposal Area Liner - Geo Grid	Text	
Disposal Area Liner - Leachate Detection Sytem	Text	
Disposal Area Liner - Sub Base	Text	
Disposal Area Liner - Synethic Liner	Text	
Cover Material - Clay Cap	Text	
Cover Material - Cover	Text	
Cover Material - Daily Cover	Text	



### WVDEP Epermit Project: Proposal 2022-2 for SW Permit Data Tracking

Field Name	Data Type	Description/Special Logic
Cover Material - Drainage Control	Text	
Cover Material - Gas Control	Text	
Bond Type	"Escrow" etc	
Bond Amount	Numeric	
Operating Schedule Weekday Days	Checkbox	Checkboxes of weekday days
Operating Schedule Weekend Days	Checkbox	Checkboxes of weekend days
Operating Schedule Weekday Hours	Time	
Operating Schedule Weekend Hours	Time	
Operating Schedule Special Req	Text	
Sources of Solid Waste		
Sources of Solid Waste	Text	
Certificate of Need		
Certificate of Need	Date	

### 3.3. Enhance Epermit to Flow Data From the Solid Waste Permit Application to the Solid Waste Environmental Interest Page

Some of the newly tracked Solid Waste data in the EI page come directly from the Solid Waste permit application form. After the permit writer reviews and verifies the Application form in the workflow process, data from the Solid Waste Permit Application form will populate into the EI page.

The following fields in the EI page (Section 3.2) will be auto-populated with data from in the Solid Waste permit application:

Field Name	Data Type	Description/Special Logic
Operating Schedule		
Operating Schedule Weekday Days	Checkbox	Checkboxes of weekday days
Operating Schedule Weekend Days	Checkbox	Checkboxes of weekend days
Operating Schedule Weekday Hours	Time	



## WVDEP Epermit Project: Proposal 2022-2 for SW Permit Data Tracking

Field Name	Data Type	Description/Special Logic
Operating Schedule Weekend Hours	Time	
Operating Schedule Special Req	Text	
Sources of Solid Waste		
Sources of Solid Waste	Text	
Plans and Specs		
Plans and Specs Date Submitted	Date	
Plans and Specs Date Amended	Date	
Plans and Specs Prepared By	Text	
Plans and Specs Title	Text	
Certificate of Need		
Certificate of Need	Date	

These fields are shared by both the Solid Waste permit application form and the Solid Waste EI page. Data from the permit application form will flow to its corresponding field in the EI page.

### 3.4. Enhance the Solid Waste Permit Document Generation Feature to Pull in Data from the Environmental Interest Page

After the permit application has been reviewed and the facility details have been tracked, the permit writer will use the System to generate a permit document in Word format. The System will allow permit writers to select the applicable permit “modules”, and then generate a permit document based on the facility’s information and the “modules” selected.

#### 3.4.1. Permit “Module” Selection

Prior to the document generation step, the System will allow users to select the applicable “modules”

- The following permit types will have the following module selections:
  - Class A
    - Landfill Only
    - Landfill+NonDisposal+C&D
    - Landfill+NonDisposal
    - C&D Only
    - Landfill+C&D
  - Class B
    - Landfill Only
    - Landfill+NonDisposal+C&D



- Landfill+NonDisposal
  - C&D Only
  - Landfill+C&D
  - Class C
    - Landfill Only
    - Landfill+NonDisposal+C&D
    - Landfill+NonDisposal
    - C&D Only
    - Landfill+C&D
  - Class F
    - IndustrialCCB
    - CCR Impoundment
    - CCR Landfill
    - CCR Landfill+Impoundment
  - Non-Disposal
    - Template 1
    - Template 2
    - Template 3
- The “Document Merge” feature in the application review workflow will be enhanced to allow module selection:

### 3.4.2. Generate Permit Documents Based on New Templates

- Depending on the “modules” selected, the System will generate the corresponding template:



- Class A/B/C

- Landfill Only



Template.Partl.Class  
ABC.DraftPermit.Lan

- Landfill+NonDisposal+C&D



Template.Partl.Class  
ABC.DraftPermit.Lan

- Landfill+NonDisposal



Template.Partl.Class  
ABC.DraftPermit.Lan

- C&D Only



Template.Partl.Class  
ABC.C&D.docm

- Landfill+C&D



Template.Partl.Class  
ABC.DraftPermit.Lan

- Class F

- IndustrialCCB



Template.Partl.Class  
F.DraftPermit.Indust

- CCR Impoundment



Template.Partl.Class  
F.DraftPermit.CCR In

- CCR Landfill



Template.Partl.Class  
F.DraftPermit.CCR Lc

- CCR Landfill+Impoundment



Template.Partl.Class  
F.DraftPermit.CCR L2

- Non-Disposal
  - Template 1 (Not Available)
  - Template 2 (Not Available)
  - Template 3 (Not Available)
- All of the highlighted fields found in the documents will be auto-populated based on fields tracked in the Solid Waste permit application form, Solid Waste Environmental Interest page, and workflow tasks.
- The Epermit Document generation feature will be enhanced to map fields that may have multiple records
  - Example: If multiple “Plans, Specifications and Reports” records are found on the application, the document will generate with a data fields for each record

Plans, Specifications and Reports:	
Record 1	<b>Dates Received:</b> [Date] <b>Amended:</b> [Date]  <b>Prepared By:</b> [Firm and Address]  <b>Title:</b> [Description of Documents]
Record 2	<b>Dates Received:</b> [Date] <b>Amended:</b> [Date]  <b>Prepared By:</b> [Firm and Address]  <b>Title:</b> [Description of Documents]
Record 3	<b>Date Received:</b> [...] <b>Amended:</b> [Date]  <b>Prepared By:</b> [...]  <b>Title:</b> [...]

- **NOTE: The three (3) templates for Non-Disposal Solid Waste permits have not been provided at this moment. They will be implemented once provided by DEP. The number of fields that need to be mapped will be similar to the templates found under Class A/B/C**
- **NOTE: Header and footer sections will not be auto-filled.**



## 4. Cost and Payment Schedule

### 4.1. Cost

Deliverable	Cost
QA version: Delivery enhancements to DEP for review and comment	\$ 30,384
PROD version: Address DEP's UAT comments and Deliver PROD version to DEP	\$ 7,596
Total:	\$ 37,980

### 4.2. Schedule (Preliminary Draft)

enfoTech estimate that the proposed work could be completed in 3 to 4 weeks 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

- The Solid Waste permit application form will not have any changes outside of the ones mentioned in the proposal
- The changes for the Environmental Interest page will only apply to the Solid Waste program
- Data flow enhancements in Section 3.3 will only apply to the fields specified in the proposal. Data will only flow from the application form to the EI page and not vice-versa
- Changes to the permit document generation feature will only be made to Class A,B,C,F permits as specified in Section 3.4