



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

State of West Virginia Contract

Order Date: 12-12-2024

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:	CCT 0313 0313 DEP2500000005 1	Procurement Folder:	1550308
Document Name:	DWWM/OEHS/SAFE DRINKING WATER SOFTWARE	Reason for Modification:	
Document Description:	DWWM/OEHS/SAFE DRINKING WATER SOFTWARE		
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:	2024-12-08
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-12-07

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000229385 GLOBAL ENVIRONMENTAL CONSULTING INC 151 N COUNTRY CLUB DR MESA AZ 85201 US Vendor Contact Phone: 480-827-9827 Extension: 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) 414-1140 Requestor Email: jessica.s.chambers@wv.gov 2025 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 601 57TH ST CHARLESTON WV 25304 US

CR 12-12-24

Total Order Amount: \$376,553.30

Purchasing Division's File Copy

JA 12-12-24

PURCHASING DIVISION AUTHORIZATION DATE: <i>M. Hager</i> 12/12/2024 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>John S. Gray</i> DATE: <i>12/18/2024</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Cady</i> DATE: <i>12-18-24</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The vendor, Global Environmental Consulting, agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, Division of Water and Waste Management Environmental Enforcement for the purchase of DWWM/OEHS/SAFE DRINKING WATER SOFTWARE per the specifications, terms and conditions, and the vendors submitted quote all incorporated by reference and made a part hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43230000	0.00000		0.000000	\$72,212.00
Service From	Service To	Manufacturer		Model No	
2024-12-08	2025-12-07				

Commodity Line Description: On-Site SDWIS Domain Expert Environmental Scientist Year 1

Extended Description:

28 Days per service period billed at \$2579 per day.

Includes Onsite:

SDWIS Program Training and Maintenance.

Support the Compliance Program using SDWIS under the 200.3 tasks

Support the EPA CROMERR requirements for implementing Data Acquisition for Electronic Commerce for Lab Data EDI Program using SDWIS under the 300.1 tasks.

Support implementation of the Site Visit Rule using SDWIS and SWIFT technology.

Support implementation of performance measure reports using SDWIS and SWIMR Central Technology.

Support implementation of transition to SQL server.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	43230000	0.00000		0.000000	\$30,200.00
Service From	Service To	Manufacturer		Model No	
2024-12-08	2025-12-07				

Commodity Line Description: Offsite SDWIS Domain Expert Environmental Scientist Year 1

Extended Description:

200 hours per service period billed at base rate of \$151.00 per hour.

Offsite SDWIS Program Training and Maintenance.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	43230000	0.00000		0.000000	\$2,780.00
Service From	Service To	Manufacturer		Model No	
2024-12-08	2025-12-07				

Commodity Line Description: Offsite Programmer or Analyst(s) Year 1

Extended Description:

20 hours per service period billed at rate of \$139.00 per hour.

Provide Program Reports Safe Water Software (SWOCS, SWEET PC, SWIMR Web or Central, SWCCR) maintenance and customization to address DOH's special request under task 500.2

State Reports (EPA DWW, API web services, XML Sampling 3.X, Migration to SDWIS (MTS) 3.X) under task 500.1

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	43230000	0.00000		0.000000	\$25,632.00
Service From	Service To	Manufacturer		Model No	
2024-12-08	2025-12-07				

Commodity Line Description: Onsite Project & Program Manager(s) Year 1

Extended Description:

12 days per Service period billed at rate of \$2,136.00 per day.

Contract Management, Technical and Training Assistance

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	43230000	0.00000		0.000000	\$8,520.00
Service From	Service To	Manufacturer		Model No	
2024-12-08	2025-12-07				

Commodity Line Description: Offsite Project & Program Manager(s) Year 1

Extended Description:

60 hours per service period billed at rate of \$142.00 per hour.

Contract Management, Technical and Training Assistance

Support the Users and IT Administrators using SDWIS under tasks 600.1

Oracle DBA support for the setup, schema migration, installation and maintenance of SDWIS 3.4 and any sub releases.

Support the setup and installation of SDWIS on any newly purchased laptop or desktop computers.

Assistance due to state data quality issues, state hardware and software issues not caused by GEC SWS and customization for approved DOH special requests.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	43230000	0.00000		0.000000	\$1,840.00
Service From	Service To	Manufacturer		Model No	
2024-12-08	2025-12-07				

Commodity Line Description: Offsite Technical Services/Account Management Specialist YR

Extended Description:

Year 1

20 hours per Service period billed at rate of \$92.00 per hour.

Software Testing, Data Quality Improvement, Project and Budget Reports.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
7	43230000	0.00000		0.000000	\$65,444.86
Service From	Service To	Manufacturer		Model No	
2024-12-08	2025-12-07				

Commodity Line Description: SaaS - SWIFT Surveys SaaS Agreement Year 1

Extended Description:

Annual period billed at rate of \$56,095.59/year with 2 months prorated 10/1/2024-11/30/2024

Microsoft Azure Gov Cloud hosting, application, continuous integration of new features, bug fixes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
8	43230000	0.00000		0.000000	\$81,398.46
Service From	Service To	Manufacturer		Model No	
2024-12-08	2025-12-07				

Commodity Line Description: SaaS RECAP-Reports SaaS Agreement Year 1

Extended Description:

Annual period billed at rate of \$69,770.11/year with 2 months prorated 10/8/2024-12/07/2024.

Microsoft Azure Gov Cloud hosting, application, continuous integration of new features, bug fixes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
9	43230000	0.00000		0.000000	\$41,806.28
Service From	Service To	Manufacturer		Model No	
2024-12-08	2025-12-07				

Commodity Line Description: SaaS Cert Tracker SaaS Agreement Year 1

Extended Description:

Annual period billed at rate of \$35,833.95/year with 2 months prorated 10/8/2024-12/07/2024.

Microsoft Azure Gov Cloud hosting, application, continuous integration of new features, bug fixes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
10	43230000	0.00000		0.000000	\$46,719.70
Service From	Service To	Manufacturer		Model No	
2024-12-08	2025-12-07				

Commodity Line Description: SaaS Drinking Water Viewer Year 1

Extended Description:

Annual period billed at rate of \$40,045.46/year with 2 months prorated 10/08/2024-12/07/2024.

Microsoft Azure Gov Cloud hosting, application, continuous integration of new features, bug fixes.

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): WV Dept of Environmental Protection

Vendor: Global Environmental Consulting

Contract/Lease Number ("Contract"): CCT 0313 DEP2500000005

Commodity/Service: Safe Drinking Water Information System (SDWIS) Support Contract

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – 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 licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. 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.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.
Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: DEP

By: Jessica Smith
Digitally signed by Jessica Smith
DN: CN = Jessica Smith email = jsmith.chambers@wv.gov, C = AD O = DEP OU = Business Operations
Date: 2024.11.08 15:40:30 -0500

Printed Name: Jessica Chambers-Smith

Title: ASM II

Date: 11/08/2024

Vendor: Global Environmental

By: 

Printed Name: Mike Corbin

Title: COO

Date: 09/13/2024

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 one (1) . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

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

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

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the foregoing, 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.

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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.

(Printed Name and Title) Michael Corbin, COO

(Address) 3370 N Hayden Rd Suite 123 Box 302, Scottsdale, AZ 85251

(Phone Number) / (Fax Number) 602-301-6802

(email address) Mike.Corbin@lgec.com

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

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

Global Environmental Consulting, Inc

(Company) 

(Signature of Authorized Representative)

Michael Corbin, COO 11/06/2024

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

602-301-6802 Fax 480-827-9827

(Phone Number) (Fax Number)

Contracts@lgec.com

(Email Address)



Global Environmental Consulting (GEC)
and
West Virginia Dept of Environmental Protection (WVDEP)
Environmental Health Services (OEHS)

Safe Drinking Water Information System (SDWIS) Support Contract

Designed for one-year contract periods that are renewable up to three years beyond the initial contract period.

Initial Annual Period	12/08/2024 to 12/07/2025
First Renewal Period	12/08/2025 to 12/07/2026
Second Renewal Period	12/08/2026 to 12/07/2027
Third Renewal Period	12/08/2027 to 12/07/2028

West Virginia DEP SDWIS/STATE 3.x, sub release(s) and DW-SFTIES Training and
 Maintenance Work Plan and Quotation for GEC's Services
 Service Period 12/8/ 2024 – 12/07/2028

Q1 means State Fiscal Quarter 1 (October – December)
 Q2 means State Fiscal Quarter 2 (January – March)
 Q3 means State Fiscal Quarter 3 (April – June)
 Q4 means State Fiscal Quarter 4 (July– September)

TASK GROUP	TASK#	MILESTONE	ANTICIPATED SCHEDULE	SCOPE
100	100.1	Project Planning for SDWIS implementation work plan new service period.	Q1	Provide agreed upon revisions to SDWIS Work Plan.
100	100.1.1	Write revised Work Plan, Budget and Schedule for new service period	Q1	Provide revised Work Plan, Budget and Schedule for new service period.
100	100.2	Project coordination meetings	As needed	Project coordination meetings to discuss analysis, data management planning, decision-support & assistance, assist with intra- agency and inter-agency SDWIS coordination. Meetings include email & all other correspondence regarding the project.
100	100.2.1	Project coordination reports	As needed	Project coordination reports of meetings, analysis, data management planning, decision-support & assistance, assist with intra-agency and inter-agency SDWIS coordination. Provide monthly invoices & ad hoc budget reports
200	200.1	SDWIS/STATE or DW-SFTIES training program	As needed	Implement a state-specific training program for administrators and users. Schedule in conjunction with the next

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				sub release(s) of SDWIS test and production, and rule implementation.
200	200.1.1	Implement a training program for management & staff in preparation for the next sub release(s) of SDWIS test and production. Preparation for DW-SFTIES.	As needed	Implement a training program outline for management & staff structured for specific roles. Assist in SOPs for Inventory, Legal Entity, Maintaining Sample Data, Schedules, FANLs and other operational parameters to successfully run CDS and ultimately implement the SDWA rules.
200	200.1.2	REMOVED.		
200	200.1.3	Conduct the SDWIS Introductory User Training for newly hired or re-organized staff.	As needed	Conduct a training plan for Legal Entity, Water System Inventory, Water system details, Water system facility details, Water samples & results entry, TCR implementation, Sample Schedule and Monitoring period, Non-compliance and other operational parameters to successfully run CDS and ultimately implement the SDWA rules.
200	200.1.4	Conduct the SDWIS User Defined Training for certain staff as determined by management.	As needed	Conduct a training plan based on individual staff needs for Inventory, Legal Entity, Maintaining Sample Data, Schedules, FANLs and other operational parameters to successfully run CDS and ultimately implement the SDWA rules.
200	200.1.5	Conduct the SDWIS Advanced User Training (CDS Compliance) for the compliance and data entry staff as determined by management.	As needed	Implement a training plan for SWTR, DBPR, RAD rule, PbCu rule, Phase 2/5, LT2, Stage 2, GWR, and RTCR. Standardized Monitoring Framework, SOC, IOC, VOC, PN, user defined compliance i.e. Fluoride and other operational parameters to successfully run CDS and ultimately implement the SDWA rules.
200	200.1.6	Train the Network Administrator and the Database Administrator on the maintenance of SDWIS Web 3.X sub release(s) of SDWIS/state or DW-SFTIES for pre-production & production.	As needed	Conduct a training program for Network, Database and SDWIS administrators that will provide each role with the knowledge about the maintenance of SDWIS Web 3.X sub release(s) of SDWIS. Including DSE or Virtual Exchange Services
200	200.2	Support the Inventory Data Quality Improvement Program (DQI).	As needed	Assist in identifying data problems and solutions. Participate in the data quality resolution as requested. Provide internal audit called Program Review including a Data file Review.
200	200.2.1	Support the Inventory Data Quality Improvement Program- Phase One: Water System Basic and Contact information DQI.	As needed	Update information about water systems and legal entity contacts, including basic information about the water system (classification, population, etc.), owner, operator, administrative, emergency,



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				designated operator, sampling, financial contacts.
200	200.2.2	Support the Inventory Data Quality Improvement Program – Phase Two: Water System Facility Basic information DQI.	As needed	Update information about water system technical information such as facilities: intakes, treatment plants, wells, storage facilities, distribution system, and sampling points.
200	200.2.3	Support the Inventory Data Quality Improvement Program – Phase Three: Water System Facility Detailed information DQI.	As needed	Update information about water system facility Locational information such as latitude, longitude, altitude, or cadastral survey data.
200	200.3	Develop and Implement the SDWA Rule Compliance Program using SDWIS/STATE or DW-SFTIES.	As needed	Assist the state in identifying business rules, data constraints, goals, violation and schedule/FANL maintenance, recurrent training and other factors that affect the implementation of specific rules.
200	200.3.1	Support the SDWA Rule Compliance Program for RTRC (Revised Total Coliform Rule).	As needed	Provide recurrent training to staff, violation and schedule maintenance. Assist the state in implementing the rule.
200	200.3.2	Support the Compliance Determination Support (CDS) Program for Non-TCR sample schedules.	As needed	Provide recurrent training to staff, violation and schedule maintenance. Develop procedures for migrating Non-TCR sample schedules to SDWIS/STATE. Create structure-set-formatted files based on rules established by DOH for establishing Non-TCR sample schedules.
200	200.3.3	Support the SDWA Rule Compliance Program for PH2/5 (IOC, SOC, and VOC).	As needed	Provide recurrent training to staff, violation and schedule maintenance. Assist the state in implementing the rule module.
200	200.3.4	Support the SDWA Rule Compliance Program for NO3 (Nitrate).	As needed	Provide recurrent training to staff, violation and schedule maintenance. Assist the state in implementing the rule module.
200	200.3.6	Support the SDWA Rule Compliance Program for RAD (Radionuclide).	As needed	Provide recurrent training to staff, violation and schedule maintenance. Assist the state in implementing the rule module.
200	200.3.6	Support the SDWA Rule Compliance Program for Surface Water Treatment Rule, (SWTR, IESWTR, LT1, and LT2).	As needed	Provide recurrent training to staff, violation and FANL maintenance. Assist the state in implementing the rule module.
200	200.3.7	Develop and Implement the SDWA Rule Compliance Program for CCR (Consumer Confidence Rule).	As needed	Provide assistance in violation maintenance, CCR schedule tracking and compliance improvement. Assist the state in implementing the rule module. Provide MS Word documents that includes the required information gathered from SDWIS/State.

200	200.3.8	Support the SDWA Rule Compliance Program for LCR (Lead and Copper Rule).	As needed	Provide recurrent training to staff, violation and schedule maintenance. Assist the state in implementing Lead Copper Short Term revisions of the rule module.
200	200.3.9	Support the SDWA Rule Compliance Program for DBP/Stage 2 (Disinfectant By-Product Rule).	As needed	Provide recurrent training to staff, violation and FANL maintenance. Assist the state in implementing the rule.
200	200.3.10	Support the SDWA Rule Compliance Program for Site Visit Rule Implementation.	As needed	Provide recurrent training to staff. Assist the state in implementing the rule.
200	200.3.11	Support the SDWA Rule Compliance Program for Ground Water Rule Implementation.	As needed	Provide training to staff. Assist the state in implementing the rule.
200	200.3.12	Support the SDWA Rule Compliance Program for the Public Notice Rule.	As needed	Provide training to staff. Assist the state in implementing the rule.
200	200.3.13	Develop and implement the SDWA Rule Compliance Program for other rules.	As needed	Provide training to staff, violation and schedule/FANL maintenance. Implement new rules in accordance with Primacy requirements.
300	300.1	Provide a Training (Train the Trainer) Program for management & staff for EPA's Compliance Monitoring Data Portal (CMDP).	As needed	Provide CMDP training for labs and public water systems. Assist with demonstrating compliance with the EPA CROMERR requirements.
300	300.1.1	Provide the SDWIS Administrator(s) Training (Train the Trainer) on the use of the migration of LT2, DBP2 & GWR sample data from the private labs to SDWIS/State using the eDWR schema, XML Sampling and other components of SDWIS/STATE.	As needed	Provide a training course for eDWR schema, XML Sampling and other components of SDWIS for state SDWIS administrator. Assist with demonstrating compliance with the EPA CROMERR requirements. Provide training and assistance on file management based on increased DOH Security requirements.
300	300.1.2	Provide e-commerce support for labs reporting data for migration to SDWIS.	As needed	Provide SWEET PC maintenance and support for the state lab. Assist with other lab partners as needed for CMDP onboarding.
400	400.1	Conduct meeting with SDWIS Administration Team to identify goals, objectives, and available resources for conducting required reports to FED Rep ODS.	As needed	Meet with DOH staff to plan the continued implementation of FED Rep ODS. Assist with the mapping and extracting data from state database. Assist with formatting XML documents compatible with the EPA published XML schema.
400	400.1.1	Update the Federal Database Reporting Plan for the exchange of and reporting of drinking water data using FED Rep ODS.	As needed	Update the Federal Database Reporting Plan using FED Rep ODS as the new versions become available from EPA.
400	400.1.2	Train the SDWIS Administrator(s) (Train the Trainer) on the use of the Fed Rep ODS component of SDWIS/STATE.	As needed	Migration to SDWIS ODS training course using FED Rep for the SDWIS Administrator(s). Assist to install and deploy FED Rep on state operating



				system and hardware platform as new versions are released from EPA.
400	400.1.3	Conduct a test of the FED Rep schema and error report generation capability of FED Rep ODS.	As needed	Ongoing testing of Fed Rep schema and error reporting capabilities.
400	400.1.4	Assist DOH in making corrections to data before conducting the transfer to Fed Rep ODS as new versions are released.	As needed	Ongoing assistance with making data corrections.
400	400.1.5	Assist DOH in making corrections required in SDWIS database upon receipt of Fed Rep error report.	As needed	Assist with the corrected schema files.
500	500.1	Assist DOH in maintaining and customizing other Web based reporting systems including but not limited to other State's open source tools and the EPA provided SDWIS Suite of programs such as • XML Sampling 3.X • Migration to SDWIS (MTS) 3.X • Drinking Water Watch (DWW) 3.X	As needed	Assist DOH to maintain the EPA provided SDWIS suite of programs and other state specific web-based systems to report water system information for use by the Node intranet and/or internet users based on increased DOH Security requirements.
500	500.2	Safe Water Software maintenance and customization to address DOH's special requests.	As needed	500.2.A (Cert Tracker) Software customization to address DOH's special requests dependent on final approved requests based on increased DOH Security requirements. 500.2.B RECAP- Reports Software maintenance and customization to address DOH's special requests dependent on final approved requests based on increased DOH Security requirements. 500.2.C SWEET PC Software maintenance and customization to address DOH's special requests dependent on final approved requests based on increased DOH Security requirements. 500.2.D Drinking Water Viewer (DWW) Software maintenance and customization to address DOH's special requests dependent on final approved requests based on increased DOH Security requirements. 500.2.E (SWIFT Surveys) Software customization to address DOH's special requests dependent on final approved requests based on increased DOH Security requirements.



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500	500.3	Assist DOH in creating and maintaining customized consumable Web Services for SDWIS/State 3.x.	As needed	Assist DOH in creating and maintaining customized consumable Web Services to report water system information for use by the internet users based on increased DOH Security requirements
600	600.1	Support Users and Administrators.	As needed	Provide SDWIS/STATE software, database administrator, users, program manager, rule implementation & other related support.
600	600.1.1	Research and Problem Solving.	As needed	Provide assistance in resolving difficult problems with improving data quality, database administration, and other areas of the project.
600	600.1.2	DBA support.	As needed	Assist the state in creating database, upgrades, DBA support & training. Maintain users, roles, and database security.
600	600.1.3	SDWIS Database Upgrade (Schema Migration) to sub release(s) of SDWIS.	As needed	Assist the state in performing Test database and schema upgrades using scripts and other means that are provided with the 3.6 and any sub release(s) of SDWIS based on increased DOH Security requirements.
600	600.1.4	Install SDWIS/State software Test upgrade to sub release(s) of SDWIS.	As needed	Assist to test the installation of the 3.6 and any sub release(s) of SDWIS for Test based on increased DOH Security requirements.
600	600.1.5	Install SDWIS/State software upgrade to sub release(s) of SDWIS.	As needed	Assist to complete the installation of the 3.6 and any sub release(s) of SDWIS for Production based on increased DOH Security requirements.
600	600.1.6	Transition assistance for DW-SFTIES.	As needed	Assist in transitioning from SDWIS /State 3.6 to DW-SFTIES, an EPA cloud-based application, based on increased DOH Security requirements.
600	600.1.7	Provide Technical Support to Users & Administrators.	As needed	Provide technical support as requested. Provide support for network connectivity and access to DOH for remote VPN network. Assist with recommendations for the purchase of hardware & software and other technical tasks that may arise related to the SDWIS project based on increased DOH Security requirements.
600	600.2	REMOVED		
700	700.1	SWIFT Surveys Software as a Service Agreement	Up to 25 users	Provide a Microsoft Azure E-Gov cloud application space for SWIFT Surveys and provide storage and bandwidth acceptable in MSA.
700	700.2	Cert Tracker Software as a Service Agreement	Up to 25 state users. (No Operator/Public users)	Provide a Microsoft Azure E-Gov cloud application space for Cert Tracker and provide storage and bandwidth acceptable in MSA.

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700	700.3	RECAP-Reports Software as a Service Agreement	Up to 25 users	Provide a Microsoft Azure E-Gov cloud application space for RECAP- Reports and provide storage and bandwidth acceptable in MSA.
700	700.4	Drinking Water Viewer (DWW) Software as a Service Agreement	Up to 25 users	Provide a Microsoft Azure E-Gov cloud application space for DWW and provide bandwidth acceptable in MSA.

Assumptions and Constraints

1. The work described in this SDWIS Work Plan and Scope of Work will be conducted principally by a team consisting of members of the DOH management team and staff and supported by Global Environmental Consulting, Inc.
2. Each phase of the Service will require the direct participation of management and staff from DOH. The schedule will be impacted by the availability of DOH or GEC throughout the course of the Service. Revisions of the schedule are anticipated and will be agreed upon by DOH and GEC. As appropriate, these changes will be documented in a "Revised Work Plan", which will be drafted by Global Environmental Consulting, Inc.
3. The DOH will purchase and maintain all equipment and software required to carry out the program. This includes the RDBMS, network, and Microsoft Windows products. The DOH is responsible for maintaining the computer environment consistent with the EPA SDWIS/STATE program. The DOH will maintain a support agreement with software vendors necessary to provide technical support on an on-call basis.
4. Modern technology permits the performance of computer work from a remote location. GEC's office is in Scottsdale, Arizona. The DOH and GEC will work together to arrange for connectivity necessary to support this remote capability.
5. The DOH and GEC will periodically discuss the budget ceiling, so that adjustments in work tasks and other variables can be made. GEC will notify DOH when the program is within 25% of the budget ceiling.
6. The DOH accepts the SDWIS/STATE or DW-SFTIES software package as-is and will anticipate occasional software errors and changes in program functionality.
7. GEC agrees to abide by and implement all software in accordance with WV DOH and WV Office of Technology Policies and Procedures.
8. GEC agrees to evaluate their software for mitigation of the Top 25 Most Dangerous Programming Errors. This information is available at: <http://www.sans.org/top25errors/>



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**TOTAL COST ESTIMATES NOT TO EXCEED
FOR SDWIS SERVICES, SAFE WATER SOFTWARE SERVICE FEES
12/08/2024 to 12/07/2028**

Position/ Service	L o c a t i o n	Periodicity	T a s k i n g	Cost Base Year	Cost Option Year 1	Cost Option Year 2	Cost Option Year 3
SDWIS Domain Expert, Environment al Scientist(s)	On- Site	28 days per Service period billed at rate of \$2579/day Base Year; Option Year 1 \$2708/day; Option Year 2 \$2985/day; Option year 3 \$3135/day	SDWIS Program Training and Maintenance. Support the Compliance Program using SDWIS under the 200.3 tasks. Support the EPA CROMERR requirements for implementing Data Acquisition for Electronic Commerce for Lab Data EDI Program using SDWIS under the 300.1 tasks. Support implementation of the Site Visit Rule using SDWIS and SWIFT technology. Support implementation of performance measure reports using SDWIS and SWIMR Central Technology. Support implementation of transition to SQL server.	\$72,212.00	\$75,824.00	\$83,580.00	\$87,780.00



			Support transition to CMDP and DW-SFTIES.				
SDWIS Domain Expert, Environmental Scientist(s)	Off-Site	200 hours per Service period billed at Base Year rate of \$151/hour; Option Year 1 \$157/hour; Option Year 2, \$163/hour; Option Year 3 \$170/hour;	SDWIS Program Training and Maintenance.	\$30,200.00	\$31,400.00	\$32,600.00	\$34,000.00
Programmer or Analyst(s)	Off-Site	20 hours per Service period billed at rate of \$139/hour, Option Year 1, \$145/hour Option Year 2 \$150/hour Option Year 3 \$157/hour	Provide Program Reports Safe Water Software (SWOCS, SWEET PC, SWIMR web or Central, SWCCR) maintenance and customization to address DOH's special requests under task 500.2 State Reports (EPA DWW, API web services, XML Sampling 3.X, Migration to SDWIS (MTS) 3.X) under task 500.1	\$2,780.00	\$2,900.00	\$3,000.00	\$3140.00
Project & Program Manager(s)	On-Site	12 days per Service period billed at rate of \$2,136/day, Option Year 1, \$2,201/day Option Year 2 \$2,267/day Option Year 3 \$2,405/day	Contract Management, Technical and Training Assistance	\$25,632.00	\$26,412.00	\$27,204.00	\$28,860.00
Project & Program Manager(s)	Off-Site	60 hours per Service period	Contract Management, Technical and Training Assistance Support the Users and IT	\$8,520.00	\$8,880.00	\$9,240.00	\$9,600.00



		billed at rate of \$142/hour, Option Year 1, \$148/hour Option Year 2 \$154/hour Option Year 3 \$160/hour	Administrators using SDWIS under tasks 600.1 Oracle DBA support for the setup, schema migration, installation and maintenance of SDWIS 3.4 and any sub releases Support the setup and installation of SDWIS on any newly purchased laptop or desktop computers. Assistance due to state data quality issues, state hardware and software issues not caused by GEC SWS and customization for approved DOH special requests.				
Technical Services / Account Management Specialist(s)	Off-Site	20 hours per Service period billed at rate of \$92/hour, Option Year 1, \$95/hour Option Year 2 \$99/hour Option Year 3 \$103/hour	Software Testing, Data Quality Improvement, Project and Budget Reports	\$1,840.00	\$1,900.00	\$1,980.00	\$2,060.00
SWIFT Surveys SaaS Agreement	SaaS	Annual period billed at rate of \$56,095.59/year with 2 months prorated 10/1/24-12/08/24 Option Year 1, \$58,339.42/year Option Year 2 \$60,672.99/year Option Year 3 \$63,099.91/year	Microsoft Azure Gov Cloud hosting, application, continuous integration of new features, bug fixes.	\$65,444.86	\$58,339.42	\$60,672.99	\$63,099.91

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RECAP- Reports SaaS Agreement	SaaS	Annual period billed at rate of \$69,770.11/year with 2 months prorated 10/1/24- 12/08/24 Option Year 1, \$72,560.91/year Option Year 2 \$75,463.35/year Option Year 3 \$78,481.88/year	Microsoft Azure Gov Cloud hosting, application, continuous integration of new features, bug fixes.	\$81,398.46	\$72,560.91	\$75,463.35	\$78,481.88
Cert Tracker SaaS Agreement	SaaS	Annual period billed at rate of \$35,833.95/year with 2 months prorated 10/1/24- 12/08/24 Option Year 1, \$37,267.31/year Option Year 2 \$ \$38,758.00 /year Option Year 3 \$40,308.32 /year	Microsoft Azure Gov Cloud hosting, application, continuous integration of new features, bug fixes.	\$41,806.28	\$37,267.31	\$38,758.00	\$40,308.32
Drinking Water Viewer	SaaS	Annual period billed at rate of \$40,045.46 /year with 2 months prorated 10/1/24- 12/08/24 Option Year 1, \$41,647.28 /year Option Year 2 \$43,313.17 /year Option Year 3 \$45,045.70 /year	Microsoft Azure Gov Cloud hosting, application, continuous integration of new features, bug fixes.	\$46,719.70	\$41,647.28	\$43,313.17	\$45,045.70
TOTAL NOT TO EXCEED			Total	\$376,553.30	\$357,130.92	\$375,811.52	\$392,375.82

GLOBAL ENVIRONMENTAL CONSULTING, INC.

By: 

DATE: 11/20/2024

Name: Michael Corbin

Title: COO, Global Environmental Consulting, Inc.

Mailing Address: 3370 N Hayden Rd Suite 123 Box 302, Scottsdale, AZ 85251

Software as a Service Addendum

1. Definitions:

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

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

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

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

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

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

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

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

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

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

Restricted data means personal data and non-public data.

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

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

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

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

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

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

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

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

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

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

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

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

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

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

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

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

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

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

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

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

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

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

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

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

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

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

14. Security:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREED:

Name of Agency: DEP

Signature: Jessica Smith
Digitally signed by: Jessica Smith
DN: CN = Jessica Smith email = Jessica.
Chamberssmith@wv.gov C = AD O = DEP
OU = Business Operations
Date: 2024.11.20 12:28:31 -05'00'

Title: ASM II

Date: 11/20/2024

Name of Vendor: Global Environmental
Consulting, Inc

Signature: 

Title: VP & COO

Date: 11/20/2024