



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

State of West Virginia
Contract

Order Date: 11-14-2025

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 DEP2600000001 1	Procurement Folder:	1821533
Document Name:	DWWM LOANS & GRANTS TRACKING SYSTEM WEB CONVERSION	Reason for Modification:	
Document Description:	DWWM LOANS & GRANTS TRACKING SYSTEM WEB CONVERSION		
Procurement Type:	Central Sole Source		
Buyer Name:	Joseph (Josh) E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000006234 THE NORTHBRIDGE GROUP INC 319 LITTLETON RD STE 208 WESTFORD MA 01886-4133 US Vendor Contact Phone: 978-392-9665 Extension: 107 Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Jessica S Chambers Requestor Phone: (304) 414-1140 Requestor Email: jessica.s.chambers@wv.gov 2026 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

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

CR 12-2-25

Purchasing Division's File Copy

Total Order Amount:	\$334,000.00
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PURCHASING DIVISION AUTHORIZATION DATE: <i>M. Hager</i> 12/02/2025 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>J. S. Chambers</i> DATE: <i>12/5/2025</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Cathy S. Chambers</i> DATE: 12-9-25 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The vendor, The Northbridge Group LLC., 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 LOANS & GRANTS TRACKING SYSTEM WEB CONVERSION, per terms and conditions, and the vendors submitted cost proposal dated 10/14/2025, all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43230000	0.00000		0.000000	\$190,000.00
Service From	Service To	Manufacturer	Model No		
2025-12-01	2025-12-01				

Commodity Line Description: Conversion of existing LGTS System to Web Based Systems

Extended Description:

(Task 1) Conversion of existing LGTS System to Web Based Systems

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	43230000	0.00000		0.000000	\$30,000.00
Service From	Service To	Manufacturer	Model No		
2025-12-01	2025-12-01				

Commodity Line Description: Production Startup

Extended Description:

(Task 2) Production Startup

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	43230000	0.00000		0.000000	\$36,000.00
Service From	Service To	Manufacturer	Model No		
2025-12-01	2025-12-01				

Commodity Line Description: On Call Support

Extended Description:

(Task 3) On Call Support

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	43230000	0.00000		0.000000	\$18,000.00
Service From	Service To	Manufacturer	Model No		
2025-12-01	2025-12-01				

Commodity Line Description: Perform Routine Maintenance

Extended Description:

(Task 4) Perform Routine Maintenance

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	43230000	0.00000		0.000000	\$60,000.00
Service From	Service To	Manufacturer	Model No		
2025-12-01	2025-12-01				

Commodity Line Description: Conversion of existing LGTS System to Web Based Systems

Extended Description:

(Task 1) Conversion of existing LGTS System to Web Based Systems

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, 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 _____ 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 244 days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☒ the contract will continue for one 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 million 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Rao Mulpuri Principal

(Address) P O Box 224, Westford, MA 01886


(Phone Number) / (Fax Number) (512) 364-9822

(email address) rmulpuri@nbenvironmental.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.

Northbridge

(Company) 

(Signature of Authorized Representative)

Rao Mulpuri Principal 10/14/2025

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

(512) 364-9822

(Phone Number) (Fax Number)

rmulpuri@nbenvironmental.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

Northbridge

Company



Authorized Signature

10/14/2025

Date

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

Web Conversion of West Virginia Loans and Grants Tracking System

Prepared for

West Virginia Department of Environmental Protection

October 14, 2025

Prepared by

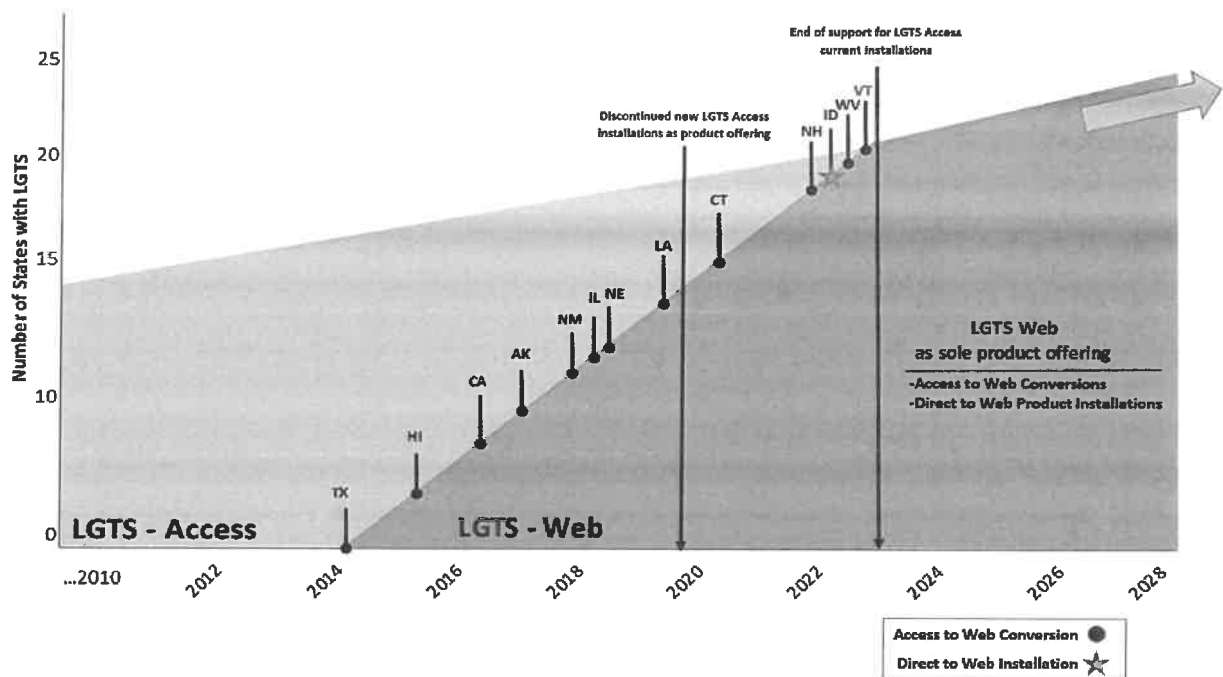
**Northbridge Environmental Management Consultants
PO Box 224
Westford, MA 01886
978-392-9665**

Background

The West Virginia Department of Environmental Protection (WV DEP) implemented the Loans and Grants Tracking System (LGTS) for the Clean Water SRF program. The LGTS system is a fully operational client/server system that has been in production for a number of years. While the system performs the required tasks, the base technology has become dated and slow to respond to routine tasks.

As LGTS has evolved as a system over the past twenty-five years, states are continually having Northbridge to add new features and capabilities that meet their needs. Over the past ten years, a major initiative has been to redevelop LGTS as a web-based application. That has been completed for 11 states (Alaska, California, Connecticut, Hawaii, Idaho, Illinois, Louisiana, Nebraska, New Hampshire, New Mexico and Texas). Such a conversion for West Virginia is a practical next step to address the current limitations to LGTS with a newer, faster, and more convenient to use version of LGTS.

Northbridge's LGTS Road Map



To convert the West Virginia LGTS system to web based system, Northbridge will build on the currently developed web system built for other states as the base version and then will configure and customize that system to incorporate the West Virginia specific components of the current LGTS version into the new web system. As the new web

system is developed, it will go through a testing period, receive feedback, make final changes, put the system into production and then retire the existing system.

The following are the major tasks to perform the conversion, start production of new system retire the existing LGTS system, support the operation of the new LGTS web systems, and provide future enhancements of the LGTS web system.

Task 1 – Convert the Existing LGTS System to Web Based System

Northbridge will perform all configuration and customization programming work necessary to re-platform LGTS into LGTS Web based on the existing West Virginia LGTS Application as the core design requirement. LGTS Web will replicate all material functions, capabilities, data capture, reporting, and business logic of the existing LGTS Access application, in a web-based environment. Converted system will be made available for testing. Testing feedback will be received and addressed prior to production roll-out.

Northbridge will conduct a training session, to demonstrate the use of LGTS Web prior to testing and again at the time of production roll-out.

Northbridge will take the lead in working with IT staff to setup and configure state server to operate LGTS Web in Test and Production. We will work with IT to address any security issues, network connectivity issues, and to identify and software acquisitions required.

Northbridge will schedule and conduct monthly review session(s) with state staff and the LGTS Web project team. During these sessions, the functionality of LGTS Web shall be demonstrated to provide verification that the system meets the state's expectations and requirements.

At the conclusion of the project, West Virginia will have complete access to all source code for the software and will be free to modify the software further to meet future DEP needs.

During the Web Development process, Northbridge will provide ongoing support for users on the existing LGTS system. Often that support will be accomplished through Web conferences to address specific issues. Northbridge will also refine system reports and make limited system modifications based user feedback during the support period. Northbridge will continue to provide ongoing support for all aspects of SRF financial monitoring and reporting by DEP.

We understand that DWSRF program has no historical data other than what exists in OWSRF reporting system (no electronic data available to convert from an existing state system). Northbridge team will work with staff to compile basic information necessary to start utilizing LGTS for the DWSRF program. Northbridge will provide estimates for any discovery, data entry and customizations done for the DWSRF program (Re-

constructing and loading DWSRF Grant and Project Information). Such DWSRF tasks will be performed on a Time and Material basis under the direction of the state agency staff.

Task 2 – Production Start-up of Web System and Retire Existing System

Northbridge will deploy LGTS Web and all related components and prerequisite applications to the state's server(s), working with state IT staff. Prior to the production roll-out, Northbridge will develop and deliver a detailed production cut-over plan and checklist of tasks to be performed, responsible parties, production conversion pull timing and procedures, verification tasks, and a roll-back plan.

Northbridge will develop and deliver additional documentation for use by the IT staff regarding events and jobs that are required to be executed to maintain the applications in production. The operations documentation should include information about Contractor schedules for performance of preventative maintenance: patches, releases, etc.

Task 3 – On Call Support for Web LGTS and Operation Support

Northbridge will provide on-call and e-mail support as questions arise during the use of the new LGTS Web software. At least one support person will be available via email or by telephone during normal business hours once the web software is fully implemented to support the users and address software issues that arise. Should any software bugs surface during this period, Northbridge will promptly analyze the issue and correct it within 5 working days in the form of software updates.

Northbridge will also provide additional training through hands on support to the users. Often that training and support is accomplished through Web conferences to address specific issues. However, DEP may also request more formal training sessions conducted via web conference or an on-site working session in conjunction with one of the other tasks. For such events, Northbridge will prepare a draft agenda prior to the event for review and finalization before the event begins. Northbridge will conduct the requested training utilizing the agreed upon agenda.

Typical Tasks considered as On Call Support:

- User Questions Email/Phone call regarding the LGTS Functionality/Usage
- On-demand User Training (an hour or two a month)
- Triage and Fix application and data issues identified by users
- Review Automated email messages generated by the system.
- Web/Teams meetings to discuss new features/how to use an existing feature,
- Provide estimates for enhancements.
- Federal Program Changes/Impact and OWSRF Reporting questions
- Setting up New Users and Role Based Security changes

Task 4– Perform Routine Maintenance (once the system is accepted by DEP)

Once the system has been accepted by DEP, Northbridge will provide routine system maintenance and support services, including troubleshooting system and application issues and resolve errors and performance problems with LGTS, conducting routine maintenance tasks, monitoring system usage, and making system modifications as needed. If required, Northbridge will recommend and implement hardware and software upgrades. Northbridge will review logs and system messages on a regular monthly basis to insure system is operating and performing as it should and we will support IT and the users with all aspects of maintaining well run LGTS systems.

Typical Tasks considered as Routine Maintenance:

- Web Application Releases/Updates
- Support West Virginia IT staff with Server, Application and Database
- Support Software and database updates/upgrades
- Review Audit and Activity Logs
- Review any Performance issues
- Ensure Availability of application
- Setting up New Users and Access/Security to application

Task 5 –LGTS Updates and Future Enhancements

Northbridge will work with DEP to receive, discuss and prioritize changes and enhancements to the two LGTS systems. Based on each requested change, we will log the request in a tracking system for each LGTS system, prepare a cost estimate for the change, communicate cost and schedule, receive direction on whether to proceed with the change, and when moving forward track the change from development to testing to implementation.

Enhancements might include report changes, business logic changes, form changes, database additions, and the development of new functions. For each change, Northbridge will undertake the programming changes required and initially install them in the Test environment for user testing. Based on feedback received from testing Northbridge will make final changes and implement the enhancements into the production system.

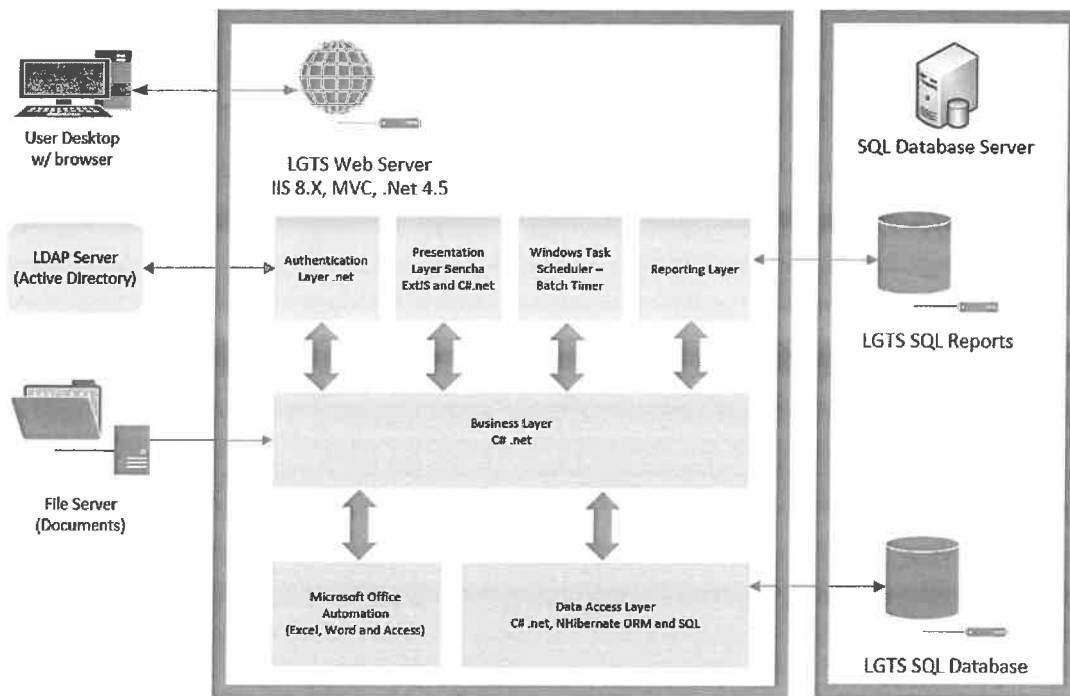
LGTS Technical Software Solution:

LGTS is a web-based application that runs on a Microsoft Windows Server (physical or virtual) hosted in a State Data Center or Cloud with SQL Server database to store data. LGTS users can utilize Google Chrome/Microsoft Edge browsers to access the application. LGTS Authentication module is flexible to adapt to state specific authentication systems such as Microsoft LDAP, Azure, Okta etc.

LGTS Development Technology:

- Microsoft Visual Studio 2019/2022
- Microsoft C# .Net for Server-Side code
- Sencha Ext JS (Java scripting framework) for Microsoft .NET
- NHibernate ORM (object-relational mapping) for Microsoft .NET
- Microsoft SQL Server Views/Stored Procedures for Bulk Operations
- Microsoft Reporting Services for Reports

LGTS Technical Architecture



LGTS Web Server Specifications: (Operating System and Software)

- Microsoft Windows Server 2019/22 Standard edition.
- Microsoft IIS 9.0 or higher
- Microsoft .Net Framework 4.X with MVC
- Microsoft SQL Server 2019/2022 64 bit (with Reporting Services)
- 16 GB RAM
- Dual Hard Disks (200 GB each recommended)

PRICING PAGE

Task 1 – Convert the Existing LGTS System to Web Based Systems (Fixed Price)

Total one-time total cost of \$190,000.

Task 2 – Production Start-up of Web Systems and Retire Existing Systems (Fixed Price)

Total one-time cost of \$30,000.

Payment Milestones for Fixed Price Task 1 and 2	Payment
Initial Discussions, Planning meetings, Detailed Analysis of existing functionality	\$50,000
Customize LGTS Web application, Data Structures and Migrate West Virginia CWSRF Data into LGTS Web database.	\$100,000
Configure West Virginia LGTS Server and Install application for user acceptance testing	\$40,000
Training, Implementation, Production Start-up and Retire Existing System	\$30,000

Task 3 – On Call Support for Web LGTS and Operation Support (T&M with Fixed Budget)

Total cost for the first year is \$36,000/year. Work performed on a T&M basis.

Task 4 – Perform Routine Maintenance (T&M with Fixed Budget)

Total cost for the first year is \$18,000/year for the system to run on a state server. Work performed on a T&M basis.

Task 5 –LGTS Updates and Future Enhancements (T&M with Fixed Budget)

Total cost for the first year is \$60,000/year. Actual costs billed monthly based on actual time and materials using our standard State (best) labor rates.

TOTAL COST

Conversion and startup (tasks 1 and 2)	\$220,000
One year of support after implementation (tasks 3 and 4)	\$54,000
One year of updates and enhancements (task 5)	\$60,000

Northbridge Staff Role	T&M Rate*
Project Manager	\$250/hr.
IT Task Manager / Technical Architect	\$210/hr.
IT Business Analyst 3	\$175/hr.
IT Programmer 3 / Application Developer	\$175/hr.
IT Programmer 2 / Report Developer	\$140/hr.
Application Support	\$140/hr.

SCHEDULE

Complete tasks 1 and 2 over a 5-to-8-month timeframe to be in production with the system and retire the existing system within 8 months from contract start. Tasks 3, 4 and 5 would start after production and continue as annual activities.

Milestone	Date
Planning meetings, Detailed Analysis of existing functionality	Two months from Start Date
Customize LGTS Web application	Four to Five months from Start Date
Customize LGTS Data Structures and Migrate West Virginia CWSRF Data into LGTS Web database	Four to Five months from Start Date
Install the West Virginia LGTS application and database on the Northbridge Development/TEST server	Four to Five months from Start Date
Configure West Virginia LGTS Server and Install application for user acceptance testing	Five to Seven Months from Start Date
Training and Implementation	Five to Eight Months from Start Date

EXECUTION OF PROPOSAL

Company Name: Northbridge Environmental Management Consultants

Project Manager: Rao Mulpuri (primary contact for the project)

PM Phone: (512) 364-9822

PM Email: rmulpuri@nbenvironmental.com

Address: PO Box 224

Westford, MA 01886

Phone Number: (978) 392-9665

E-Mail: rmulpuri@nbenvironmental.com

I, Rao Mulpuri, am the above-referenced company's representative and I am authorized to submit this proposal and sign future contract documents.



Authorized Signature

10/14/2025

Date

Principal
Title: