



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Appendix 10

[List View](#)

General information

Contact	Default Values	Discount	Document Information	Certification Request
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Processed Folder: 1408271

Procurement Type: Central Master Agreement

Vendor ID: V50900048724

Legal Names: Jirouse Solutions Inc.

Altera: Altera Corporation Inc.

Total Bid: \$1,916,578.00

Response Date: 04/08/2025

Response Time: 13.24

Responded By User ID: [Delta Solutions](#)

Black Mirror **3**

1. *Journal of the American Medical Association*, 1997; 278: 1019-1024.

© 2000 Blackwell Science Ltd

DATE: 11/11/2010

PS006: 2022041201

SD Doc Code: CRFG

SO Dept: 8508

bioRxiv preprint doi: <https://doi.org/10.1101/250060>; this version posted November 1, 2018. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

Published Date: 4/4/20

Cover Date: 4/5/25

Close Time: 12:30

Status: Closed

Solicitation Description: LEAD TESTING IN SCHOOL DRINKING WATER

Total of Hosts Attacked: 5

Total of All Attachments: 3



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

State of West Virginia
Solicitation Response

Proc Folder: 1486277
Solicitation Description: LEAD TESTING IN SCHOOL DRINKING WATER
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-04-08 13:30	SR 0506 ESR04072500000006050	1

VENDOR
VS0000048724
Atmos Solutions Inc.

Solicitation Number: CRFQ 0506 EHS2500000001
Total Bid: 1916576.830000000074505805969 **Response Date:** 2025-04-08 **Response Time:** 13:24:33
Comments:

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Cloud-based Software/Platform				387480.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Commodity Line Comments:

Extended Description:

Contractor to provide cloud-based software/platform

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Managing Cloud-based Software/Platform				87000.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Commodity Line Comments:

Extended Description:

Managing the cloud-based software/platform

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Test Kits and Sample Analysis	2000.0000	KIT	23.000000	46000.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide Test Kits and Sample Analysis

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Training	300.00000	HOUR	178.670000	53601.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Training

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Consultation and Remediation Services	300.00000	HOUR	202.670000	60801.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide consultation, and remediation services

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Fixture Replacement Drinking Fountain	10.00000	EA	4350.000000	43500.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Fixture replacement on eligible facilities drinking fountain

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Fixture Replacement Bottle Filling	10.00000	EA	4100.000000	41000.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Fixture replacement on eligible facilities bottle filling

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Cloud-based Software/Platform-Year 2				44000.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Commodity Line Comments:

Extended Description:

Contractor to provide cloud-based software/platform-Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Managing Cloud-based Software/Platform-Year 2				80850.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Commodity Line Comments:

Extended Description:

Managing the cloud-based software/platform-Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Test Kits and Sample Analysis-Year 2	2000.0000	KIT	24.000000	48000.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide Test Kits and Sample Analysis-Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Training-Year 2	300.00000	HOUR	187.600000	56280.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide training-Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Consultation and Remediation Services-Year 2	300.00000	HOUR	212.800000	63840.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide consultation, and remediation services-Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Fixture Replacement Drinking Fountain-Year 2	10.00000	EA	4517.500000	45175.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Fixture replacement Drinking Fountain-Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Fixture Replacement Bottle Filling-Year 2	10.00000	EA	4305.000000	43050.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Fixture replacement Bottle Filling - Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Cloud-based Software/Platform-Year 3				46200.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Commodity Line Comments:

Extended Description:

Contractor to provide cloud-based software/platform-Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Managing Cloud-based Software/Platform-Year 3				84892.50

Comm Code	Manufacturer	Specification	Model #
81162000			

Commodity Line Comments:

Extended Description:

Managing the cloud-based software/platform-Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Test Kits and Sample Analysis-Year 3	2000.0000	KIT	24.470000	48940.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide Test Kits and Sample Analysis-Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Training-Year 3	300.00000	HOUR	197.000000	59100.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide training-Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Consultation and Remediation Services-Year 3	300.00000	HOUR	223.440000	67032.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide consultation and remediation services-Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Fixture Replacement Drinking Fountain-Year 3	10.00000	EA	4693.370000	46933.70

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Fixture replacement drinking fountain-Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Fixture Replacement Bottle Filling - Year 3	10.00000	EA	4520.250000	45202.50

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Fixture replacement bottle filling-Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Cloud-based Software/Platform-Year 4				48510.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Commodity Line Comments:

Extended Description:

Contractor to provide cloud-based software/platform-Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Managing Cloud-based Software/Platform-Year 4				89137.13

Comm Code	Manufacturer	Specification	Model #
81162000			

Commodity Line Comments:

Extended Description:

Managing the cloud-based software/platform-Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Test Kits and Sample Analysis-Year 4	2000.0000	KIT	25.690000	51380.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide Test Kits and Sample Analysis - Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Training-Year 4	300.00000	HOUR	206.830000	62049.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide training -Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Consultation and Remediation Services-Year 4	300.00000	HOUR	234.600000	70380.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Provide consultation and remediation services-Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Fixture Replacement Drinking Fountain -Year 4	10.00000	EA	4878.040000	48780.40

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Fixture replacement Drinking Fountain -Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Fixture Replacement Bottle Filling-Year 4	10.00000	EA	4746.260000	47462.60

Comm Code	Manufacturer	Specification	Model #
60104202			

Commodity Line Comments:

Extended Description:

Fixture replacement Bottle Filling-Year 4

State of West Virginia

Lead Testing in School Drinking Water

CRFQ EHS2500000001



**6856 Eastern Avenue Suite 205
Washington, DC 20012**

April 8, 2025

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if obtained from another source without restriction. The data subject to this restriction are contained in all sheets herein.

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April 8, 2025

Crystal G. Hustead
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston WV 25305-0130

RE: Response to Solicitation – Lead Testing in School Drinking Water EHS2500000001

Dear Ms. Hustead,

Soil and Land Use Technology, Inc. (SaLUT), and Atmos Solutions, Inc. (Atmos) are pleased to submit our proposal to be considered as consultants and contractors to provide lead testing, systems support, training, and implementation of West Virginia's Lead in Drinking Water Program within schools and childcare facilities. In accordance with SaLUT and Atmos's teaming agreement, Atmos will serve as the proposed contract holder and SaLUT will support the technical components offering a combined experience as one of leading lead and drinking water program providers in the country.

Collaboratively, we have formed an effective partnership, subsequently referenced as SaLUT-Atmos, and have operated in such capacities on a variety of projects over the years.

We have been providing lead in drinking water testing, filtration, and programming services since the early 2000s as well as Industrial Hygiene, Environmental Consulting, and Environmental Compliance for over 40 years for Federal, State, and District agencies. Currently, our team operates the District of Columbia's Nation leading lead in drinking water program, according to the Environment American Research and Policy Center and US PIRG Education Fund. In addition, we maintain cloud-based lead in drinking water platforms (Salesforce) for other District and Maryland agencies, namely Montgomery County (Maryland) and the District of Columbia Public Charter School Board, collectively over 200 facilities.

Additionally, our teams have successfully provided project management, training (in-person and virtual), and fountain / bottle filler replacements throughout the DMV. Our clients include Federal and State agencies as well as commercial clients. Over the past year, we have completed over a hundred fountain / bottle filler unit replacements within the District of Columbia Public School system and Prince George's County Public Schools. Our training experience encompasses EPA certifications, as well as job development programs.

We have partnered on a multitude of projects, including projects utilizing our proposed Cloud-based platform, Salesforce. Both companies are headquartered within the District of Columbia, with satellite offices in Maryland and Virginia; we are within 100 miles of the areas covered within the scope of services. Through our personnel's educational backgrounds and our companies' project experience/expertise, we are intimately familiar with the EPA's 3Ts for Reducing Lead in Drinking Water and have incorporated these fundamentals in multiple programs and policies. Our team is structured to provide the West Virginia Department of Health with the expertise for their consulting, training, and contracting needs.

We acknowledge and accept Addendum No. 01, dated March 26, 2025; Addendum No. 02, dated April 2, 03; and Addendum No. 03, dated April 4th 2025. We believe that the West Virginia Department of Health's

requirements for this program closely align with our services performed. With our proven track record, proximity to the service areas, commitment to community transparency, and accurate / comprehensive data management, our team is the ideal candidate for this project.

We appreciate the opportunity to submit this proposal and look forward to collaborating with you on this and future projects. Should you have any questions, please do not hesitate to contact us.

Sincerely,



Anthony Fernando
President
Atmos Solutions, Inc.
afernando@atmossolutionsinc.com



Andy McAllister
Operations Manager
Soil and Land Use Technology, Inc.
amcallister@salutinc.com

TAB 1

COMPANY PROFILES

ATMOS CORPORATE OVERVIEW

SALUT CORPORATE OVERVIEW

Atmos Solutions, Inc.

6856 Eastern Avenue NW, Suite 205
Washington, DC 20012
www.atmosolutionsinc.com

UEI LDCSL3ELUVL1
CAGE 89CZ3
DUNS 116754506
TIN 83-1591304
NAICS 562910 (P), 541611, 541620, 236220, 541350, 561210
(see SAM.gov for complete list)

Point of Contact/Contract Negotiation

Anthony Fernando
President
(202) 891-6959
AFernando@atmosolutionsinc.com

SERVICES

- General Contracting
- Environmental Services & Consulting
- Facility Maintenance
- Labor & Contracting Compliance

SMALL BUSINESS CERTIFICATIONS

- ✓ 8(a) Certified
- ✓ Disadvantaged Business Enterprise
- ✓ Certified Business Enterprise
- ✓ Small Business Enterprise
- ✓ Minority Business Enterprise

BONDING CAPACITIES

\$15,000,000 Bonding Capacity per Project
\$25,000,000 Aggregate Bonding Capacity

Corporate Overview

Atmos Solutions, Inc. (Atmos) is an 8(a) certified small business through the U.S. Small Business Association (SBA) specializing in **Construction, Environmental and Compliance** services for federal, state and local governments. Headquartered in Washington, D.C. with supporting offices in Maryland, Virginia and Florida, Atmos delivers a wide variety of contracts within the District of Columbia and across the Mid-Atlantic and Southeast regions.

Since 2018, the Atmos team has demonstrated low risk, turnkey past performance built on long-term client relationships, proving our ability to consistently deliver a high degree of customer satisfaction. This experience has allowed us to develop a proven project management process with the systems and tools to efficiently manage multiple projects concurrently.

Our growing staff offers a multi-disciplinary group of seasoned project managers, engineers, scientists, and subject matter experts. Through collaboration, our team is able to maximize their knowledge, strengths and lessons learned to provide a high level of customer service and deliver projects on time and within budget for our clients. The success of each project is attributed to the company's commitment to safety, quality and the client's needs.

Differentiators

- Atmos offers a combination of experienced personnel and low overhead resulting in high quality and complete approaches to complex problems cost-effectively.
- Atmos provides exceptional, value-added, personalized service starting from project kick-off, to project delivery and close-out.
- As a small business, Atmos is nimble and able to adapt quickly to change and overcome challenges.



Soil and Land Use Technology, Inc.

1818 New York Ave NE,
Suite 231,
Washington, DC 20002
www.salutinc.co

Services

- **Industrial Hygiene Services**
- **Environmental Engineering Services**
- **Health and Safety Services**
Natural Resources
- **Environmental Sustainability**
Geotechnical and Geo-Environmental Engineering
- **Construction Services**
Staff Augmentation
Customer Relations
Management

Corporate Overview

SaLUT, established in 1976, specializes in Industrial Hygiene, Environmental Engineering, Environmental Compliance, and Construction services. Headquartered in Washington, DC, we also have a program office in Glen Burnie. SaLUT is certified as an MBE, SBE, and DBE by the Maryland Department of Transportation (Certification Number 93-031).

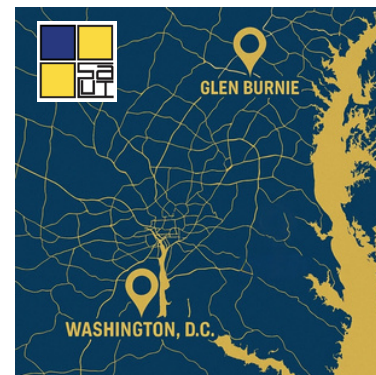
SaLUT is owned and managed by professional engineers and scientific experts. Our team of over 75 well-educated and technically knowledgeable personnel includes:

- Professional Engineers
- Certified Industrial Hygienists (CIHs)
- Industrial Hygienists (IHs)
- Certified Lead in Drinking Water Samplers
- Environmental Scientists
- MD/DC/VA Asbestos Inspectors, Supervisors, Project Designers, and Management Planners
- Lead Inspectors and Risk Assessors
- Mold Inspectors
- HAZWOPER Certified Personnel
- Other accredited professionals

We have provided services to federal agencies, state agencies, school systems, and private sector clients in Maryland, Virginia, and the Metropolitan Washington, DC area for over 30 years. Our experience extends to all 50 states and 165 countries worldwide. SaLUT offers strategies to evaluate and resolve complex environmental challenges, assisting clients in making informed business decisions by identifying and providing information about potential environmental liabilities. Our services include material, labor, and supervision.

Differentiators

- SaLUT currently holds the Lead Reduction in Drinking Water Program Support Services contract for the District of Columbia Department of General Services (DGS), including DC Public Schools (DCPS). The DC Lead in Water Reduction Program is recognized as one of the nation's leading programs for reducing lead in drinking water. We provide similar services to multiple school systems in the surrounding area and are familiar with institutional settings.
- SaLUT has extensive experience working with government entities, ensuring a smooth transition into awarded contracts. We are well-versed in navigating government procedures, protocols, and compliance requirements, which ensures seamless collaboration and effective project execution.
- We are committed to providing outstanding service, having successfully completed numerous environmental health and safety projects at over 1,200 government facilities, public schools, and public housing units. This extensive experience positions us as knowledgeable experts in providing comprehensive environmental consulting services, ensuring regulatory compliance, and promoting safe and healthy environments.



TAB 2

CAPABILITIES

OUR TEAM'S Capability Statement

School Access & Specialized Experience

We bring over 40 years of combined experience delivering comprehensive environmental health and safety services in educational settings. Our team has successfully partnered on numerous projects across Maryland, Virginia, and the District of Columbia, with a strong emphasis on school systems. We understand the critical importance of deploying only personnel who are background-checked, professionally trained, and capable of coordinating seamlessly with facility administrators. We also have a clear understanding of the school communication structure, including facility leadership, custodial staff, and other facility stakeholders. Furthermore, we have worked with Childcare facilities for lead in drinking water testing, filtration, and Lead-free certifications and understand different facility settings and their specific needs for both coordination and flexibility.



For more than a decade, we have supported the District of Columbia's Lead Reduction in Drinking Water Program, providing services to nearly 120 public schools, Childcare facilities (within the school systems), 70 Park and Recreational facilities, and 100 public charter schools, as well as other DC/ Federally owned facilities. We were essential in the development of current District Policy making, as well as establishing regulation compliant protocols, collectively making the district's program the highest ranking in the nation.

Our work ensures ongoing compliance with federal and local lead-in-water regulations through a comprehensive approach that includes:

- ✓ Drinking water sampling and testing

- ✓ Plumbing system assessments
- ✓ Filter installation and remediation
- ✓ Data management and regulatory reporting
- ✓ Emergency response services—often within one hour of notice
- ✓ Program coordination and communication with school communities

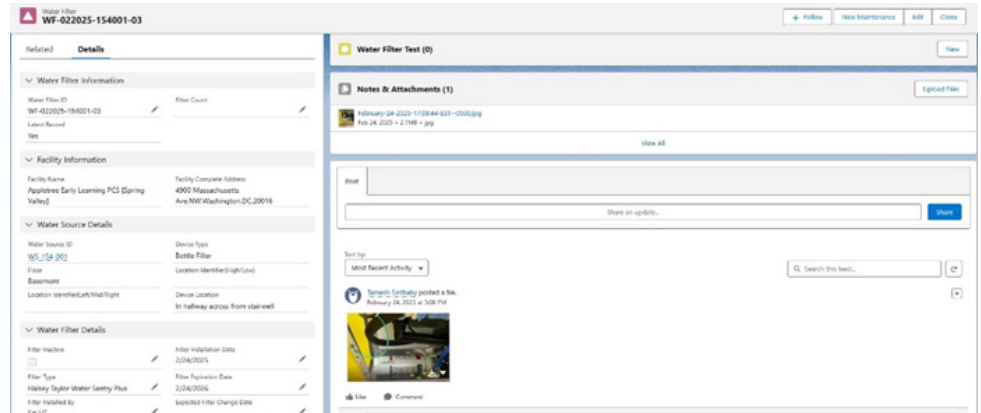
Key Qualifications

- ✓ Knowledge of DC Charter and Public Schools: Completed a detailed study of water systems at over 200 DC Public and Charter schools and continued to provide services across the city.
- ✓ Federal Project Experience: Conducted lead water testing for clients, recently including the Government Accountability Office and District of Columbia National Guard.
- ✓ Extensive Portfolio in Institutional Environments: Successfully executed more than 3,500 environmental and industrial hygiene projects in schools.
- ✓ Regulatory Expertise: Our subject matter experts are fully versed in EPA and state-specific lead-in-water requirements. In addition to regulatory knowledge, we are intimately familiar with EPA guidance present within the EPA's 3Ts for Reducing Lead in Drinking Water.
- ✓ Advanced Data Management: We utilize a proven, mobile-enabled, Salesforce-based data system—fully cloud-integrated and backed by in-house technical support.
- ✓ Robust Capacity: Our team includes 14 certified water samplers, 13 licensed plumbers, 2 Certified Industrial Hygienists, 2 Trainers, and a full staff of project managers and technical professionals ready to execute under aggressive timelines.
- ✓ Value-Added Services: In addition to testing, we offer regulatory consulting, support for public meetings, and nationwide subject matter expertise.
- ✓ Proven Partnership: We have worked on the DCPS Emergency Drinking Water Project, demonstrating our successful team dynamic and shared commitment to quality outcomes.

Our team has developed Salesforce Platforms for the collection and management of Lead in Drinking water


program data. Our developments allow for accurate capture of device attributes including but not limited to:

- ✓ Device location
 - ◇ Facility
 - ◇ Floor
 - ◇ Room
 - ◇ Location Description
- Photographs
- Device Type (fountain, bottle filler, health suite, food prep sinks, bubblers, and ice machines)
- Device Description
- Current status (Abandoned/Removed)
- Past testing data
- Filter replacement dates
- Notes



Salesforce Platforms that we have developed adhere to regulations and protocols of the municipality it serves and are altered as requirements change. Though we have not developed / provided public dashboards for lead in drinking testing (requirement of posting on municipal websites), we are familiar with dashboards and have the capabilities to develop an interface that will maintain clarity and transparency to illustrate the WV Department of Health's effort to protect their constituents.

TAB 3 PRICE


	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Quote Public Safety

Proc Folder: 1486277 Doc Description: LEAD TESTING IN SCHOOL DRINKING WATER Proc Type: Central Master Agreement			Reason for Modification: ADDENDUM 3 TO CORRECT COMMODITY LINE 4 EXTENDED DESCRIPTION
Date Issued 2025-04-04	Solicitation Closes 2025-04-08 13:30	Solicitation No CRFQ 0506 EHS2500000001	Version 4

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

VENDOR			
Vendor Customer Code: Vendor Name : Address : Street : City : State : Principal Contact : Vendor Contact Phone:	VS0000048724 Atmos Solutions, Inc. 6856 Eastern Avenue Suite 205 Washington DC Anthony Fernando 202-891-6959	Country : USA	Zip : 20012 Extension:

FOR INFORMATION CONTACT THE BUYER Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov

 Vendor Signature X	FEIN# 83-8911304	DATE April 8, 2025
--	-------------------------	---------------------------

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR TESTING AND REMEDIATION FOR LEAD CONTAMINATION IN DRINKING WATER AT SCHOOLS AND CHILDCARE PROGRAMS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO				SHIP TO			
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US				HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud-based Software/Platform				\$387,480.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:

Contractor to provide cloud-based software/platform

INVOICE TO				SHIP TO			
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US				HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Managing Cloud-based Software/Platform				\$87,000.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:

Managing the cloud-based software/platform

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Test Kits and Sample Analysis	2000.00000	KIT	\$23.00	\$46,000.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:

Provide Test Kits and Sample Analysis

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Training	300.00000	HOUR	\$134.00	\$53,600.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:

Training

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Consultation and Remediation Services	300.00000	HOURL	\$152.00	\$60,800.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:

Provide consultation, and remediation services

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Fixture Replacement Drinking Fountain	10.00000	EA	4,350.00	\$43,500.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:

Fixture replacement on eligible facilities drinking fountain

Cost Estimate Assumptions and Exclusions

- This pricing does not include any patching or repairs to walls or floors, as this information regarding these requirements has not been provided. Should such services be necessary, a revised estimate will be issued accordingly.
- This pricing excludes any replacement of plumbing lines, electrical outlets, or wiring. We have based our estimate on the assumption that the new bottle fillers and water fountains will be connected to the existing plumbing and electrical infrastructure.
- We assume that the pipes to which the new equipment will be connected are free of asbestos-containing insulation. If asbestos is present, we will revise our installation pricing to reflect the additional work and safety measures required.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Fixture Replacement Bottle Filling	10.00000	EA	\$4,100.00	\$41,000.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
Fixture replacement on eligible facilities bottle filling

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Cloud-based Software/Platform-Year 2				\$44,000.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Contractor to provide cloud-based software/platform-Year 2

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Managing Cloud-based Software/Platform-Year 2				\$80,850.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:

Managing the cloud-based software/platform-Year 2

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Test Kits and Sample Analysis-Year 2	2000.00000	KIT	\$24.00	\$48,000.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:

Provide Test Kits and Sample Analysis-Year 2

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Training-Year 2	300.00000	HOURL	\$140.70	\$56,280.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
Provide training-Year 2

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Consultation and Remediation Services-Year 2	300.00000	HOURL	\$159.60	\$63,840.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
Provide consultation, and remediation services-Year 2

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Fixture Replacement Drinking Fountain-Year 2	10.00000	EA	\$4,517.50	\$45,175.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
Fixture replacement Drinking Fountain-Year 2

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Fixture Replacement Bottle Filling-Year 2	10.00000	EA	\$4,305.00	\$43,050.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
Fixture replacement Bottle Filling - Year 2

INVOICE TO				SHIP TO			
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US				HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Cloud-based Software/Platform-Year 3				\$46,200.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:

Contractor to provide cloud-based software/platform-Year 3

INVOICE TO				SHIP TO			
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US				HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Managing Cloud-based Software/Platform-Year 3				\$84,892.50

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:

Managing the cloud-based software/platform-Year 3

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Test Kits and Sample Analysis-Year 3	2000.00000	KIT	\$24.47	\$48,940.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
 Provide Test Kits and Sample Analysis-Year 3

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Training-Year 3	300.00000	HOUR	\$147.75	\$59,100.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
 Provide training-Year 3

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Consultation and Remediation Services-Year 3	300.00000	HOURL	\$167.58	\$67,032.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
Provide consultation and remediation services-Year 3

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Fixture Replacement Drinking Fountain-Year 3	10.00000	EA	\$4,693.37	\$46,933.70

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
Fixture replacement drinking fountain-Year 3

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Fixture Replacement Bottle Filling - Year 3	10.00000	EA	\$4,520.25	\$45,202.50

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
Fixture replacement bottle filling-Year 3

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Cloud-based Software/Platform-Year 4				\$48,510.00

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Contractor to provide cloud-based software/platform-Year 4

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Managing Cloud-based Software/Platform-Year 4				\$89,137.13

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:

Managing the cloud-based software/platform-Year 4

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Test Kits and Sample Analysis-Year 4	2000.00000	KIT	\$25.69	\$51,380.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:

Provide Test Kits and Sample Analysis - Year 4

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Training-Year 4	300.00000	HOURL	\$155.12	\$62,048.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
 Provide training -Year 4

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Consultation and Remediation Services-Year 4	300.00000	HOURL	\$175.95	\$70,380.00

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
 Provide consultation and remediation services-Year 4

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Fixture Replacement Drinking Fountain -Year 4	10.00000	EA	\$4,878.04	\$48,780.40

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
 Fixture replacement Drinking Fountain -Year 4

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - ENVIRONMENTAL HEALTH SERVICES 350 CAPITOL ST, RM 313 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Fixture Replacement Bottle Filling-Year 4	10.00000	EA	\$4,746.26	\$47,462.60

Comm Code	Manufacturer	Specification	Model #
60104202			

Extended Description:
 Fixture replacement Bottle Filling-Year 4

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2025-03-17

	Document Phase	Document Description	Page 16
EHS2500000001	Final	LEAD TESTING IN SCHOOL DRINKING WATER	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

TAB 4

TECHNICAL APPROACH

- 4.1 PROVIDE AND MANAGE A CLOUD-BASED PLATFORM**
- 4.2 COMMUNICATIONS**
- 4.3 LAB SAMPLE KITS AND ANALYSIS**
- 4.4 TRAINING**
- 4.5 TAKING ACTION**

4.0 Our Team's Technical Approach

4.1 Provide and Manage a Cloud-based Platform

Our Team will utilize a Salesforce-based Drinking Water Data Management application which will provide the required capabilities for this project. The system is highly mobile, tablet-based, and has proven its utility on many previous projects. We will provide the management necessary for the system platform to support the operations of this project.

The system operates in the cloud, providing seamless accessibility, operational security, and data security. As a Software as a Service (SaaS) solution, users in the field are insulated from any issues related to the technical architecture and platform operation, and can avail themselves of the system's extensive functionality without any additional requirements beyond simple browser/mobile application access.

Many of the features required in the RFP are already resident in the platform we are providing. These and other features will be enhanced as necessary to deliver full functionality as required. We will provide the program customization needed to meet the State's specific needs as itemized in the RFP, and the application will be fully tested, field personnel trained, and the system ready to use at the start of fieldwork. The system's basic capabilities will provide users with the following features:

System Organization and Access

- ✓ The ability to relate/manage multiple schools/childcare facilities in one account
- ✓ User permissions layers to support different users at the state, district/franchise, and school/childcare level
- ✓ Document libraries for all facilities
- ✓ Internal-facing dashboards on sampling metrics
- ✓ Public-facing dashboards to facilitate results sharing by participants with school/childcare stakeholders
- ✓ The ability to access the software on an ongoing basis beyond the sampling program completion date

Event Tracking

- ✓ Remediation tracking
- ✓ Custom fields to track any additional metrics about school/childcare participants valuable to the state
- ✓ Sample kit/collection tracking

Data Management

- ✓ User-generated reports
- ✓ Photo upload
- ✓ Convert data to Excel worksheet format
- ✓ Use cell phone/tablet in field to make sample plans and capture sample collection data

Device Management (Water sources)

- ✓ Give each device (water source) a unique identifier, traceable, and electronically recordable, if not already designated by previous testing.
- ✓ Track and record the history of a device
- ✓ Allow for future development to track the installation and recommended replacement of lead water filters, if accepted as a possible remedial action.
- ✓ Capture fixture level data useful for remediation decision making
- ✓ Designate fixture status (i.e., active, inactive, pending remediations, etc.) and associate samples to specific fixtures

Water Samples Testing and Management

- ✓ Create/manage water sample plans based on EPA's 3Ts – Training, Testing, and Taking Action for reducing lead in drinking water's best practices in accordance with established requirements.
- ✓ Automatic notifications of completed sample plans and lab results for all software users
- ✓ Sorting/filtering options on sample plan and results data
- ✓ Downloadable reports related to sampling activity and results
- ✓ Upload and incorporate existing water sources, sample results and facility data for the facilities previously sampled under this program

Managing Cloud-based Software/Platform

We will provide full-service management of the Salesforce cloud-based software platform that is supporting this project. This support will include:

- ✓ Implementing the required functions for support of the project
- ✓ Maintaining access and full operational capabilities during normal business operating hours
- ✓ Assisting facility and staff with use and implementation training
- ✓ Providing online instructional and help references
- ✓ Responding to user inquiries for assistance or guidance within normal business operating hours
- ✓ Ensuring that the software continues to meet the base requirements and making adjustments as necessary to maintain compliance with the base RFP requirements

4.2 Communications

Our team's communication strategy is structured to ensure efficient, clear, and consistent interaction with the State of West Virginia users throughout all phases of the project. The communication hierarchy and roles are outlined in the organizational chart in Figure 6-1 under Tab 6, promoting transparency, accountability, and responsiveness across all project functions.

Our Program Manager, will serve as the primary point of contact for all project-related communication. She will provide regular status updates, communicate recommended remediation activities, delegate responsibilities across the project team, including tasks relating to the cloud-based platform and coordinate timely responses to all inquiries and data requests from the state and participating schools..

Our Cloud-Based Platform Manager will oversee the management of the designated cloud-based system, including communications that must be delivered through the platform, such as dashboard metrics on sampling progress. The platform plays a critical role in facilitating communication and transparency for the entire user base.

The Corporate QA/QC Manager will ensure that all quality assurance and compliance communications align with state and EPA standards. He will also provide oversight and validation of field data prior to its official submission.

Our senior-level environmental consultants understand the vital role that training plays in a successful lead-in-drinking-water program. Our

Environmental Training Team will deliver targeted training and support to schools and designated sampling personnel. Training materials will align with EPA's 3Ts guidance (Training, Testing, and Taking Action), and include clear Standard Operating Procedures (SOPs), lead sampling best practices, and Q&A sessions designed to empower field staff with the knowledge and confidence to carry out testing and remediation effectively.

Assistant Project Coordinators will serve as on-the-ground liaisons for in-field coordination. They will manage site-specific activities, enforce sampling schedules, communicate preliminary findings, and provide timely updates on test results and necessary actions.

We understand that multiple schools may participate concurrently in this program. To ensure smooth execution and accountability, we have assigned multiple Assistant Project Coordinators to divide oversight responsibilities among schools. This structure enables personalized support, direct communication, and consistent follow-ups on sampling schedules, training needs, and reporting deliverables. communications align with state and EPA standards. They will also provide oversight and validation of field data prior to its official submission.

4.3 Lab Sample Kits and Analysis

Our approach includes full pre-mobilization planning and logistical coordination with participating facilities across West Virginia:

- ✓ Pre-sampling Coordination- School and facility staff coordination to identify all potable water outlets requiring sampling. Develop a customized sampling schedule.
- ✓ Sample Kit and Distribution: Sampling kits will be prepared and catalogued for distribution for each participating facility. Distribution will be documented through a centralized kit-tracking system.

To facilitate consistent and effective sampling across all designated locations, our team will work directly with facility representatives to identify all water outlets that require testing and finalize the detailed sampling schedule. Once sampling needs are confirmed, pre-assembled and pre-labeled sampling kits will be distributed to the facility. Comprehensive training will be provided to facility staff either virtually

or in person, covering proper sample collection protocols, documentation, and the handling of sampling materials in accordance with EPA and DHHR guidelines.

Contents of the lab sample kits may include the following:

- ✓ 250 mL wide-mouth plastic bottles
- ✓ Sample Labels
- ✓ Chain of Custody (COC) forms
- ✓ Sample Location Log Sheet
- ✓ Disposable Gloves (if needed)
- ✓ Return Shipping Label (if applicable)

Samples will be collected by trained facility staff as first-draw samples following a stagnation period of six to eight hours, in accordance with EPA and DHHR protocols. Once collected, the samples will be properly sealed and labeled, with corresponding entries made on the COC forms and sample logs. Samples will either be retrieved by project personnel or returned via the shipping materials provided in compliance with regulatory standards to maintain the integrity of the sampling process.

All collected samples will be submitted to a laboratory certified by the State of West Virginia for drinking water analysis. The lab will provide certified analytical reports uploaded into the software program for each sample collected, including detailed QA/QC documentation and verified chain of custody records. Once laboratory results are received, our team will prepare a report where exceedances are identified and include corrective action guidance. All reporting materials will be distributed as required by the program guidelines.

Throughout the duration of the project, our team will implement continuous quality assurance and quality control measures to uphold the integrity of sampling, transport, and analysis procedures. Clear and consistent communication will be maintained with all participating facilities and stakeholders, providing timely updates on project progress, findings, the need for any resampling, and any identified corrective actions. Sampling personnel will be trained in sample collection, documentation procedures, and how to complete chain-of-custody records for lab submission.

4.4 Training

Children are most susceptible to the effects of lead because their bodies are still developing, and they tend to absorb more lead from the environment. Training and education within communities and facilities are key components our team believes are essential to mitigating the risk of lead in drinking water.

We are committed to developing a program designed to educate all involved parties and communities on the risks of lead in water, sampling methodology and guidance on corrective actions. The program provides comprehensive education for community members, key stakeholders, and facility staff, aligning with the EPA's 3Ts for Reducing Lead in Drinking Water in Schools and other applicable regulatory guidelines.

Delivery of training will be coordinated with guidance from the State of West Virginia to determine the best methods for reaching the educational facilities, larger community and its stakeholders. These sessions may include in-person workshops, live webinars, and recorded presentations by subject matter experts.

Facility Staff Training

We understand that the sampling will be conducted by facility staff. Technical training for facility staff will focus on understanding program compliance, sampling protocols, data management, and remediation effort. The training will include:

- ✓ Step by step fixture preparation for sample collection
- ✓ Detailed instructions on the proper collection of sampling
- ✓ Demonstration of sampling techniques for first draw and flush sampling
- ✓ Labeling and chain of custody documentation
- ✓ Methods to avoid sample contamination
- ✓ Facility personnel will also be trained to utilize the cloud-based data management platform to log sample results, track remediation efforts, and generate compliance reports.

This training will be delivered through either hands-on workshops, webinars, and detailed reference manuals to reinforce learning and support practical application.

Community Education & Training

Community engagement is essential to ensuring transparency and building public trust in the lead reduction program. Training sessions will inform residents about the health risks of lead in drinking water, the importance of testing, and mitigation strategies.

These sessions will cover common sources of lead contamination, such as aging infrastructure and plumbing materials. The community training is aimed at helping members understand how lead enters drinking water and the steps required to reduce exposure.

Software Training and Implementation

Facility personnel will be trained on a cloud-based data management platform used to log sample results, monitor remediation progress, and generate data for compliance reports. Training will cover system navigation, data entry, report generation, and troubleshooting support.

This training will ensure that all staff responsible for data management are proficient in maintaining accurate records and identifying contamination trends in support of submitting compliance documentation.

4.5 Taking Action

We will offer remediation services, including the replacement of fixtures, drinking fountains, and bottle-filling stations at eligible facilities as approved by the state. Our team will conduct a comprehensive evaluation of water sources and develop a structured replacement plan in coordination with state agencies and facility administrators.

Our approach includes selecting state-approved, lead-free fixtures and filtration systems that meet regulatory requirements. All installations will follow standardized procedures to ensure proper installation, testing, and post-remediation verification.

Our team has have trained technicians who will carry out fixture replacements in a way that minimizes disruptions to school operations while maintaining efficiency and compliance.

Facility staff will also receive post-installation information on maintaining newly installed fixtures, including flushing procedures, filter changes, and routine water quality monitoring.

All remediation activities will be documented and tracked through our cloud-based platform to ensure transparency and accessibility of compliance records.

TAB 5

PAST PERFORMANCE

LEAD FILTERS IN CHARTER SCHOOLS – DC PUBLIC CHARTER SCHOOL BOARD (PCSB)



PROJECT LOCATION

VARIOUS DISTRICT OF
COLUMBIA CHARTER SCHOOLS

NAME OF OWNER

DC Public Charter School Board

DATES OF SERVICE

2016 – PRESENT

EXPERIENCE

We are intimately familiar with DC Public Charter School (DCPCS) water systems, having completed lead in drinking water sampling of 40 schools, ahead of schedule and under budget. Our DC school water expertise also includes the DC Public Schools (DCPS).

Water Sources

Our Salesforce drinking water application was the basic tool for inventorying and managing the project. We identified any program customization that would be needed to meet DCPCSB's specific needs, so that the application was fully tested, field personnel trained, and the system ready to use at the start of fieldwork. This gave us the ability to:

- ✓ Run real time data on inventories
- ✓ Give each device (water source) a unique identifier, traceable and recordable electronically
- ✓ Ability to track and record the history of a device
- ✓ Produce reports
- ✓ Associate installation and replacement of lead water filters to specific water sources
- ✓ Upload photos
- ✓ Convert data to Excel worksheet format

Each inventory team consisted of two members. The team was equipped with tablets preloaded with information about each known device and, forms to enter information about additional devices that were used to provide a consistent data package. The tablets were used to photo-document and bar code each device. Plumbing features included bottle fillers, drinking water fountains (bubbler and water cooler style), health suite sinks, staff-break room sinks, icemakers, kitchen sinks, classroom sinks and any other sinks in classrooms or other potential drinking water sources of concern. In general, the team started at the point where potable water enters the building in the basement and worked through the plumbing tree to ensure all appropriate plumbing devices were properly documented. Each plumbing device designated for this program with the potential for impacting drinking water or potential exposure to the school population was photographed and carefully documented for location and type. Each device was photographed and a unique identifier bar coded to ensure the inventory is accurate and readily identifiable. The bar code stickers were placed in an inconspicuous location such as on the wall under the sink on the right-hand side to be consistent throughout the school system. The presence of any

type of filtration device or aerators was fully documented as to manufacturer, model number and serial number, if available. Any existing filters were examined to determine if there is any indication on the equipment when the last filter change was performed. Floor plans were used to fully document locations and were included in the inventory package for each building.

The inventory package included all information associated with each plumbing device in every building and was fully reproducible. There was sufficient information to document the location of each filtration device currently installed and an accurate inventory of all drinking water sources without filters. The location and installation details for each filter was evaluated to ensure it was in compliance with local building codes and manufacturer's recommendations. Improperly installed or damaged filters were replaced with new equipment. The names of the inspectors and the dates of assessment were included in the report. Senior QAQC inspectors ensured accuracy of the inventory and performed a quality control assessment at a minimum of 10% of the schools. Any indication of data gaps, missed devices or other issues were documented and the team received additional training. Frequency of QAQC inspections increased to further ensure accuracy should it be warranted. Each crew was assigned approximately one-third of the schools and expected to inventory three schools per day, starting at 6:30 am (normal custodial start time) and working until completion.

Conducting School Assessment Prior to Filter Installation in Public Charter Schools

Inventorying included placing a unique QR code, entering building location, device type, device location, uploading photos, checking and verifying shutoff valve presence and functionality, device operational status (working or not), and providing any comments prudent to the device. Once the school assessment was completed, the contract administrator was provided a list of any devices that need repair or have shutoff requirements (such as valve replace or possible building water shutoffs), so that DCPSCB can conduct the repairs and coordinate water shutoffs. If a device is already filtered, a record will still be generated and installation date noted where available. If the "in service" date cannot be ascertained, the filter was assumed beyond service life. Available floor plans were marked to indicate accurate locations of each device for reference.

Purchasing

Utilizing our past experience on drinking water projects, we identified water filter availability as a critical path issue having significant impact on timing of installations. Water filter manufacturers only keep a small number of water filters in stock and await orders to fulfill at request. Therefore, upon award of the contract and prior to completion of the inventorying, we provided our filter manufacture, (Western Water) with a required deposit of funds to begin filter production of an initial, conservative, quantity of each type of filter. This allowed us to minimize vendor delay during installation. Once final counts were tabulated, the vendor was immediately informed of any additional types and quantities of filter that we need, and we funded any additional deposit required.

We installed Aquaspace filters. Each type of filter is specialized to the task and specified for each individual source type. One or two general filter types or filtering units will not provide the level of lead reduction, fit, life, and overall performance needed to ensure reduction in lead exposure and safety of school children. Each filter type uses water filtration through the length of the filter producing a more effective filtering mechanism, unlike most other filters that use radial filtration limiting the amount of filter media in which water travels through. All models described allow the cartridge, rather than the entire unit, to be replaced, optimizing efficiency and minimizing maintenance costs.

If a device is already filtered with documented service life remaining, the filter should remain in place; however, we recommended during future replacements all filters be replaced with the types specified above for consistency and effectiveness

Fountains and Coolers (including Bubblers)

Aquaspace Model 2414 was utilized. Poly tubing with quick connects connected the filter to existing components. Depending on space limitations, the filter was installed in three general locations: (1) Behind

access panels within the wall cavity, 2) Mounted on wall within enclosure, or (3) Free standing within the device.

Model 2414 was proposed for cooler and fountain installations. It is compact for tight installs and equipped with a plastic housing for future cartridge replacements.

Sink Filters (Early Childhood Education, Break Room, and Health Suite)

Aquaspace Model 4814 was utilized. Stainless steel flex hoses were utilized where applicable to allow for max flow and easy replacement. When under cabinet installations were required, the filters were installed with extra flex line length so the filter can be removed from the cabinet for quicker and easier replacement.

Install Lead Filters in Public Charter Schools

Installation and replacement throughout each school to completion ensured the school population has ongoing access to clean healthy drinking water.

As filters are produced in enough quantity to complete a facility, filter installation commenced. A filter installation crew consisting of one to two personnel (dependent on school size) was dispatched to each school. Each crew was provided with a list of devices (generated by Salesforce) requiring filters. All consumable sources designated by DC law 22-21 were a priority. All installations were documented in Salesforce for filter type and date installed. Installers used all lead-free (in accordance with Safe Drinking Water Act) hardware. All installers were supplied with a variety of fittings to eliminate the need for supply runs.

School Access and Protocols

We have over 40 years of experience working in schools. We understand the need to provide only personnel who can pass background checks; who are trained in the need to coordinate all work with principals, custodial staff, and other school personnel; who will adjust their work to meet school schedules, and who always work in a professional manner. Our personnel all have been carefully selected and have passed a rigorous vetting process that will ensure compliance with DCPCSB clearance requirements, including fingerprinting and background checks. Our personnel signed in with school security and clearly identified themselves as the contractors to DCPCSB. Our personnel were instructed not to discuss the details of the inspections. If asked, we stated that we are performing a plumbing inspection and defer further questions to the principal and facility operational staff.

LEAD REDUCTION IN DRINKING WATER – DC DEPARTMENT OF GENERAL SERVICES



PROJECT

Lead Reduction in Drinking Water
Program Support Services

NAME OF OWNER

District of Columbia Department
of General Services

DATES OF SERVICE

2016 – PRESENT

EXPERIENCE

We are highly qualified to provide the subject services and had been providing Lead Reduction in Drinking Water Program Support Services for the Department of General Services (DGS) for the last eight (8) years and have assisted in the transformation of the program into a national leader. We have successfully completed all requested support and collection tasks on time against strict deadlines and within budget.

We are experts in regulations – Federal, District of Columbia, and State. We have collaborated with the Department of Energy and Environment (DOEE), DC Water, and have assisted in regulatory development. Our staff constructed a majority of current Lead in Drinking Water Protocols. We have full knowledge in:

- ✓ Lead-Hazard Prevention and Elimination Act of 2008
- ✓ Healthy Schools Act of 2010
- ✓ Childhood Lead Exposure Prevention Amendment Act of 2017

We have approximately 75 employees who specialize in lead in drinking water program support, industrial hygiene (IH), health and safety, environmental engineering, and civil engineering.

The services provided to the DGS included:

- ✓ Excellent environmental consulting. We have completed various environmental health and safety projects at approximately 120 DC public schools and over 70 DC Parks and Recreation facilities
- ✓ Contract management experience. Our managers have been directing industrial hygiene term contracts successfully for over 20 years. Well over 90 percent of our industrial hygiene work is through long-term contracts.
- ✓ Efficient management. Our contract and project management procedures are streamlined, cost effective, and enable us to provide a superior level of response.
- ✓ Proven emergency and rapid response experience. We have tremendous experience meeting the most stringent response requirements. Our managers are available at all times. All of our staff have company-issued cellular phones along with alternative mobile devices, enabling us to reach them as soon as there is an emergency. Because our personnel keep all their equipment, they can travel directly to the emergency

- ✓ Pursuant to D.C. Law 22-21 Childhood Lead Exposure Prevention Amendment Act of 2017, amended the Healthy School Act of 2010 to decrease the elevated lead concentration in a drinking water source to 5 parts per billion (ppb) with a goal to reduce to 1 ppb, Our team and DGS partnered with national and local filter manufacturers to meet this expectation. The effort implemented to its current extent in 2016, We have been DGS's prime contractor for this program for the last eight years. We have installed well over 4,500 drinking water filters and 1,400 custom sink water filters throughout all DC Public Schools, as well as all DC Park and Recreational facilities. Our team is responsible for annually replacing all of these filters within the manufacturer's established expiration timeframe of one year. To date, We have not allowed any filters to remain in place past this annual expiration date.
- ✓ The DC Department of General Services (DGS) currently has over 120 schools and 70 recreation centers within its portfolio which are regulated under D.C. Law 22-21 Childhood Lead Exposure Prevention Amendment Act. Under this law, the District of Columbia is mandated to filter and test all drinking water sources within the public school and recreation center sector. Our involvement since conception has developed a nation leader in the prevention of lead exposure in drinking water through our Lead Reduction in Drinking Water Program – Support contract as well as in several other filtration contracts. As a DGS support consultant, we coordinate the entirety of the District's program including but not limited to the following:
 - ◇ Annual Protocol review and updates
 - ◇ Result Web Posting
 - ◇ Expert Remediation Consulting
 - ◇ Remediation (for devices above 5ppb)
 - ◇ Inventorying
 - ◇ Sampling Scheduling
 - ◇ Modernization filtering and device attributes
 - ◇ Device photo attributes updating
 - ◇ Work orders, work order execution and coordination
 - ◇ Device status check
 - ◇ Data scrubbing
 - ◇ Status updates and communication
 - ◇ Quality control
 - ◇ Response data pulls
 - ◇ Facility assessments
 - ◇ Filter replacement scheduling
 - ◇ Filter procurement
- ✓ We operate through a Salesforce work order platform, providing real-time documentation and status updates, while providing billing justification and tracking.

We were recently awarded the contract for the next 3 years.

TAB 6 STAFFING

Organizational Roles & Responsibilities

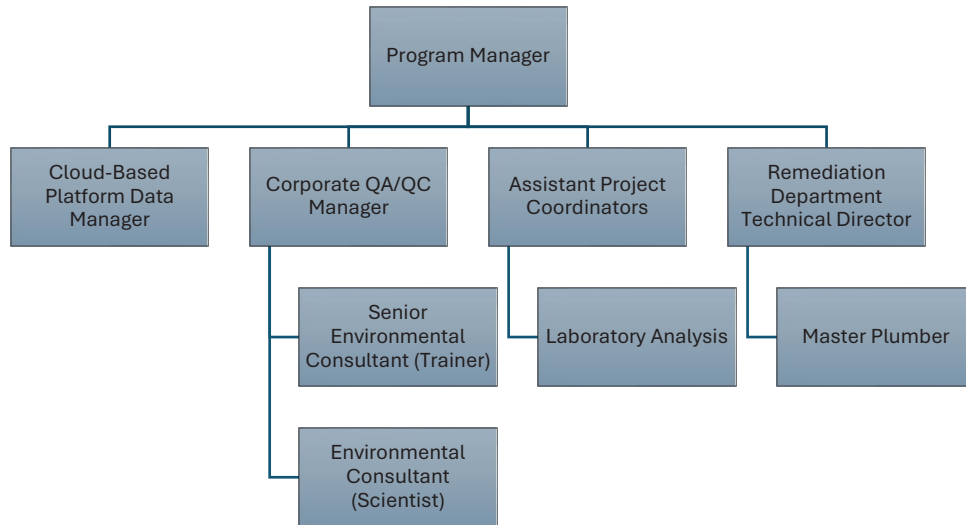


Figure 6-1

Introduction

Our partnership brings a wealth of experience that enables us to establish a project organization optimized for the successful execution of this initiative. This structure has been proven effective through our leadership in prior drinking water projects.

As outlined above, our team will be led by *Lian Zadeng*, the proposed Program Manager, who will oversee the combined team for lead testing in drinking water. *Albert Condello*, our Corporate QA/QC Manager, will supervise the senior-level environmental consulting team, which includes *Andy McAllister*, and *Amy Diamond*. *TJ Howell* will serve as the Cloud-Based Data Platform Manager, responsible for providing and managing the system throughout the duration of the project.

To support execution across multiple school sites, we may assign several Assistant Project Coordinators dedicated to this effort. *Raj Shah*, the Remediation Technical Director, will report to the Program Manager and assist with remediation efforts as needed.

Outlined below are the key responsibilities of each team member:

Program Manager's key responsibilities include:

- Work with the state and the Cloud-Based Platform Manager to develop and deliver the cloud-based data platform.
- Work with Assistant Project Coordinators and the environmental consulting team to review results, identify areas requiring action, determine fixtures for replacement, and coordinate with the remediation team.
- Oversee and delegate responsibilities across the entire team to ensure a streamlined process.

- Delegate work to Assistant Project Coordinators.
- Present project overviews to key stakeholders based on contract agreements.

Cloud-Based Platform Manager's key responsibilities include:

- Provide and manage the cloud-based data platform.
- Train designated personnel on platform use.
- Troubleshoot and resolve platform-related issues.
- Collaborate with the Program Manager to ensure critical data is delivered to the state via the cloud-based platform.
- Maintain the functionality and integrity of the data platform.

Environmental Consultant (Trainer)'s key responsibilities include:

- Collaborate with the Cloud-Based Platform Manager to develop training materials.
- Work with Assistant Project Coordinators and Program Manager to identify and fulfill training needs.
- Deliver training and provide educational resources as needed.

Environmental Consultant (Scientist)'s key responsibilities include:

- Work with the Program Manager to review and interpret test results, as needed.
- Provide expert insights to inform remediation decisions based on technical outcomes.

Corporate QA/QC Manager's key responsibilities include:

- Monitor the performance of environmental consultants and ensure compliance with lead-in-drinking-water program requirements.
- Support the Program Manager in conducting investigations and verifying the identification of all drinking water sources.

Assistant Project Coordinators – Key Responsibilities

- Coordinate delivery of laboratory sample kits to schools.
- Develop and manage school-specific sampling schedules.
- Liaise with laboratories to ensure timely sample receipt and processing.
- Maintain accurate records and documentation.
- Review lab results and work with the Program Manager to determine the next steps.
- Coordinate school-specific training as needed.
- Respond to inquiries from school facility teams (calls, emails).
- Process project-related invoices.
- Review testing data and coordinate with the Remediation Director for fixture replacement planning.
- Act as liaisons with school staff to address questions and provide support.
- Present reports to stakeholders when required.

Remediation Technical Director – Key Responsibilities

- Collaborate with Project Managers on planning and executing fixture replacements.
- Coordinate with licensed master plumbers to schedule and perform fixture installations.
- Report to the Program Manager to ensure all remediation efforts align with project timelines and objectives.

**REQUEST FOR QUOTATION
CRFQ EHS2500000001
Lead Testing in School Drinking Water**

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Anthony
Fernando
Telephone Number: 202-891-6959
Fax Number:
Email Address:
afernando@atmosolutionsinc.com

Revised 10/27/2014

Atmos Solutions, Inc.

Project Role

Program Manager

Years Experience

Industry 9

Professional History

2016–2023, Intertek PSI

Environmental Project Specialist

2023-2024, AECOM,

Environmental Scientist/Project Manager

2024–Present, Atmos Solutions, Inc. Program Manager

Education

B.A. International Relations & Asian Studies (Intl. Development & Global Health Policy)

Lian Zadeng

Program Manager

Experience and Qualifications

Experienced environmental and industrial hygiene professional with over nine (9) years of proven expertise conducting hazardous materials assessments, regulatory compliance, and environmental consulting. Skilled in leading comprehensive industrial hygiene evaluations, environmental assessments, and risk assessments for various hazardous materials.

Expertise extends to providing environmental consulting services across EPA Region 3, playing key roles in hazard investigations and mitigation support. Specialized experience in lead in drinking water testing and radon and water quality assessments, having supported in direction of large-scale sampling efforts for school districts and municipal facilities. Responsibilities include overseeing hazardous material, soil, and groundwater sampling programs to determine contamination concentrations and extents from various pollutants, providing data-driven solutions for remediation efforts while ensuring adherence to industry best practices and regulatory standards

Training/Certifications

- EPA- Accredited Asbestos Inspector- D.C, Maryland, Virginia, West Virginia
- Phase I & II Site Assessment Field Methods, PSI
- EPA Accredited Lead Inspector- D.C., Maryland, Virginia, West Virginia
- Accredited Project Monitor & Supervisor
- NIOSH 582 Equivalent Course
- OSHA 40-Hour HAZWOPER
- MDE Certified Water Sampler
- Project Manager Certification Program (PMCP), PSI
- EPA Watershed Management
- OSHA Supervisor
- American Red Cross First Aid/ CPR/AED

University of Maryland (UMD), College Park (2018 – 2023) Project Coordinator for facilities during abatement of hazardous materials since 2019. Produced reports and functioned as project monitor for Hazmat surveys and abatement projects at UMD, ranging in size and materials, following EPA and State of Maryland guidelines.

Montgomery County Schools (2018 – 2022) Project Specialist for Radon and Lead in Water testing. In charge of pre-mobilization for documenting site sampling, sample training and coordinating with the laboratory on analyses and report preparation.

Baltimore County Schools (2020 – 2022) Deputy Project Manager for for Lead in Drinking Water program in charge of pre-mobilization efforts with facilities, documenting site sampling, coordinating laboratory analyses submittals and reports.

City of Baltimore (2018 – 2022) Project Specialist for the pre-demolition ACM and LBP surveys for a large portfolio of properties. Coordinated the field surveys and collected all required samples. Subsequently coordinated air monitoring and dust sampling during demolition of the properties.

Joint Base Anacostia Bolling (2023 – 2024) Field Team Lead at USACE Baltimore/ USAF, supplemental site inspections performing groundwater, surface water, soil vapor analysis, preparation of key documents; requisitioning and managing field supplies; hosting safety meetings.

St. Mary's County Public Schools (2017 – 2018) Project support for AHERA re-inspections performed. Conducted site walkthrough inspections at various schools and was involved in the preparation reinspection reports and management plans.

Fairfax County Public School (FCPS) (2017 – Present) Project Monitor/Coordinator for facilities during abatement of asbestos containing material. Produced reports and performed as project monitor for abatement projects ranging in size and materials following AHERA guidelines throughout several schools and facilities for FCPS.

Federal facilities in the D.C., Maryland, and Virginia area (2020 – 2024) Soil & Groundwater sampling during excavation, UST removal, and phase II assessments.

Atmos Solutions, Inc.

Project Role

QA/QC Officer

Years Experience

Industry 21 years

Education

BS, LaSalle University
MS, Occupational Safety
MBA, Strategic Planning

Certifications/Licenses

- Certified Hazardous Materials Manager (CHMM)
- Certified Safety Professional (CSP)
- BEAC Environmental Compliance Auditor

Albert V. Condello III

Quality Assurance/Quality Control Officer

Experience and Qualifications

Expert health safety and environment (HSE) executive with over twenty-one (21) years of industry experience seeks to join a team of focused, motivated HSE professionals committed to improving operational outcomes and company culture. Specializes in the strategic application of relevant standards, employee training, education, and infrastructure improvement. Contributed to the safety of employees, third-party agents, visitors, and members of the public by pinpointing risk scenarios inherent in company processes.

Atmos Solutions Inc. Washington DC, (2024–Current) EHS Compliance Manager

- Oversee compliance with safety regulations by ensuring employees and all other individuals within the facility comply with safety regulations and policies.
- Support the development of EHS policies and programs and provide training.
- Inspect the internal and external surroundings of worksites to look for any safety concerns or hazards, including slippery areas, fire hazards, broken equipment, or any other situation that can be a source of accident or injury.
- Report safety violations and/or hazards that are found using detailed notes including time and place. If possible, within safety regulations, correct any hazardous situations.
- Remain aware of potential safety concerns throughout their entirety while neutralizing dangerous situations calmly and professionally.
- Promote safe practices and enforce security rules at the client's facility, such as post signs or conduct meetings on how to comply with safety practices.
- Work independently, react to change productively, and handle other essential tasks as assigned while exercising a high level of confidentiality

AC Fire & Safety Consultants, LLC (2010 – 2024) Safety Engineer & Industrial Hygienist

Teledyne Brown Engineering (Energy & Environment) – Huntsville, AL (2020 – 2021) Safety Engineer – assignment at US Army CMA RCMD with DEVCOM Edgewood Chemical Biological Center (ECBC)

University of Houston Downtown – College of Sciences and Technology – Engineering Technology Department. (2007 – 2019) Assistant Professor Safety Management & Fire Protection Engineering

Texas State Technical College – Waco, TX. (2006 – 2009) Environmental Health and Safety Instructor

CAREER / HIGHLIGHTS:

Implemented standardized industrial hygiene field data and report formats while directing Industrial Hygiene Services for AC Fire & Safety Consultants. Currently developing the AC Fire & Safety Consultant Industrial Hygiene Technical Manual, a standardized procedural manual for use by the clients of AC Fire & Safety Consultants in industrial hygiene service activities.

Currently directs Professional Certification EHS Seminar programs including seminars on how to develop effective Safety Committees offered throughout the United States.

Implemented webcast seminar program allowing students to attend HAZWOPER Training Seminars live via the internet. Coordinate safety and loss prevention services for several key accounts of AC Fire & Safety Consultants.

SaLUT

Project Role

Cloud Base Platform Project Manager

Years Experience

With this firm 9 (2017)

Industry 9 (201)

Education

BA, Elementary Education
Bethany College, WV

Training/Certifications

- Certified MDE Water Sampler
- C-101-RN and RN Decay Product Measurement Course (CERTI-3000)
- Certified Radon Measurement Specialist
- Legionella Water Safety & Management
- Lead Abatement Supervisor
- Adult CPR
- Badged for DGS/DCPS
- Badged for MCPS
- Cleared for PGCPs

Thomas Howell

Cloud Based Platform Project Manager

Expert in use and management of Salesforce cloud-based platform for lead in water testing. Executive oversight of environmental safety programs.

Experience and Qualifications

Project Manager, District of Columbia Department of General Services Facilities, District of Columbia (2017-Present)

Lead in Drinking Water Filtration

Under three contracts (fountain filtration, customized sink filtration, and food preparation filtration) SaLUT annually installs and replaces over 5,500 point of use filters for the filtration of lead in drinking water within the DC Public School system and the Department of Parks and Recreation (DPR). Field technicians utilize Salesforce to provide real time device attributes and filter status, tracking all replacements and new installations. Through the DGS's work order system, maintenance replacements for low pressure and light indicators are performed throughout the year, as such a stock of all filter types are maintained to allow for quick request responses.

Lead in Drinking Water Program Support

Operating the District's nation leading Lead in Drinking Water Program, SaLUT provides expert consultation for the remediation of drinking water devices that exceeds the District's conservative 5 parts per billion (ppb) thresholds. Through this contract, SaLUT maintains DGS's Salesforce database of all testing results, produces web postings, and performs remediation.

Lead In Drinking Water Collection

ISaLUT provided lead in drinking water testing under emergency procurement in conjunction with another contractor. Within a 1-month timeframe, the team collectively sampled over 14,000 lead in drinking water samples while tagging and creating records of each device on Salesforce.

Project Manager, DCPCSB Lead in Drinking Water Program; District of Columbia Public Charter School Board; (2019-Present)

Lead coordinator of post construction filter installations and testing for DC Public Schools (DCPS) that have been modernized.

Project Manager, HCPSS Lead in Drinking Water Sampling; Howard County Public School System; Howard County, MD (2022- Present)

Provided scheduling and supervision of field crew members performing water sampling within assigned Howard County Schools. Collected water samples from assigned devices throughout the assigned schools.

Project Manager, Imagine PCS Lead in Drinking Water Sampling; Imagine Public Charter School; Maryland campuses (2019- Present)

Provided scheduling and supervision of field crew members performing water sampling. Sorted and cataloged water samples after collection for distribution to the testing lab. Reported all results to Imagine Hope PCS staff and provided the client the required forms for submittal to Maryland Department of Environment (MDE). Performed any necessary follow-up retesting on devices that tested above 5ppb.

SaLUT

Andy McAllister

Subject Matter Expert and Training

Project Role

Subject Matter Expert and Training

Years Experience

With this firm 9 (2016)

Industry 18 (2007)

Education

Bachelors of Natural Science

Damon College

University of Maryland

Training/Certifications

- OSHA HAZWOPER 40-hour
- Radiation Safety Officer
- Subsurface Investigation
- Adult First Aid/CPR/AED
- Class B Commercial Driver
- Confined Space
- RCRA Generator
- Badged for DCPS
- Badged for MCPS
- Badged for PGCPs

Personal Overview/Summary

Experienced executive with an extensive background providing consulting services to local governments, the Federal government, and in the commercial sector.

Contractual Point of Contact (POC), Multiple Contracts; District of Columbia (DC) Department of General Services (DGS) Facilities; District of Columbia (2016-Present)

Lead in Drinking Water Filtration

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Within a 1-month timeframe, the team collectively sampled over 14,000 lead in drinking water samples while tagging and creating records of each device on Salesforce.

Lead Hazard Reduction

SaLUT offers a range of services which consists of Lead-Based-Paint (LBP) Screenings, Surveys, Risk Assessments, Clearances, Abatement Monitoring, Project Designing, and Exposure Assessments. Beyond these core services, SaLUT ensures the District Lead Hazard Reduction Program's effectiveness by providing analyses and insights into LBP hazard concerns as they emerge in the facilities within DGS's portfolio. SaLUT further supported the program by maintaining records and conducting document reviews, establishing, and implementing protocols aimed at promoting DGS's compliance with published environmental, health and safety, and regulatory requirements.

Lead In Playgrounds

As part of the District's goal to provide safe recreational spaces for the District's youth, DGS engaged SaLUT to perform Lead testing within poured-in-place (PIP) playground surfacing. The scope encompassed over 100 DCPS and DPR facility with one or more playground containing PIP. The scope included lead testing using lead wipes, XRF testing, and bulk testing with rinsate analysis, a procedure developed in collaboration with an accredited laboratory. The project identified playgrounds with elevated lead and determined the cause of the concentrations to be attributed to environmental factors. SaLUT produced a comprehensive public report on the matter and corresponded with the community at coordinate forums.

SaLUT

Project Role

Subject Matter Expert

Years Experience

With this firm: 7 (2018)

Industry: 25 (2000)

Education

BS, Marine Science

Concentration Marine Geology

Training/Certifications

- UST Class A+B Operator Certified
- UST Class C Operator Certified
- OSHA 40 Hour HAZWOPER
- MDE Drinking Water Sampler
- ENFOS Project Management Software
- E-Builder Project Management
- RCRA Hazardous Waste Generator Training
- Bloodborne Pathogens

Amy Diamond

Subject Matter Expert

Over 25 years of experience addressing environmental safety issues while holding positions of increasing responsibility specializing in lead in drinking water.

Experience and Qualifications

Project Support/Senior Environmental Scientist, Multiple Contracts; District of Columbia (DC) Department of General Services (DGS) Facilities; District of Columbia (2018-Present)

Lead in Drinking Water Filtration Under three contracts (fountain filtration, customized sink filtration, and food preparation filtration) SaLUT annually installs and replaces over 5,500 point of use filters for the filtration of lead in drinking water within the DC Public School system and the Department of Parks and Recreation (DPR).

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Industrial Hygiene Services SaLUT serves as DGS facilities' sole industrial hygiene contractor for the District's 400+ building portfolio. Services include but are not limited to hazard material surveys, abatement monitoring, indoor air quality assessments, AHERA assessments, odor evaluations, integral pest management, gas leak detections, and infectious disease control. Services are provided on a 24/7 basis, all year round. For emergency requests, the response time is within 2 hours. Work orders are tracked using the District's Salesforce application where SaLUT submits estimates, obtains approvals, and tracks progress on a real time basis.

Project Manager/Contractual POC, Lead and Copper in Water Sampling; Maryland Stadium Authority/Baltimore City Schools; Baltimore, Maryland (2018-Ongoing).

Project manager and contractual point of contact for the lead and copper Water Sampling Program at Baltimore City Schools through a contract with the Maryland Stadium Authority (MSA) in Baltimore, Maryland. Provided scheduling and supervision of field crew members performing water sampling. Sorted and cataloged water samples for distribution to the testing lab. Documented lab results and provided MSA the required state reporting forms to submit to Maryland Department of Environment (MDE) behalf of the Baltimore City Schools. Performed any necessary follow-up retesting on devices that tested above the applicable MDE regulatory limits.

Atmos Solutions, Inc.**Project Role**

Assistant Project Coordinator

Years Experience

Atmos

Industry 10

Education

Environmental System Engineering

Pennsylvania State University

Training/Certifications

- Asbestos Supervisor

Akila Costa

Assistant Project Coordinator

Experience and Qualifications

Project Manager with specialized expertise in water testing and Environmental Health and Safety (EHS). Extensive experience leading water quality projects, including sampling, analysis, and remediation planning. Demonstrated ability to design and manage comprehensive water testing programs, ensuring regulatory compliance and public health protection. Adept at conducting cost-benefit analyses to evaluate return on investment, improve testing efficiency, and support data-driven decision-making. Committed to maintaining the highest standards of environmental safety throughout project execution.

District of Columbia Army National Guard (2021-Present)

Project Manager -Overseeing water testing services for various locations throughout the District of Columbia National Guard. In this role, Akila manages all aspects of Industrial Hygiene (IH) work related to water quality including the planning, coordination, and execution of water sampling for lead, copper, and bacterial contaminants. A key responsibility is ensuring the accuracy and reliability of all testing and reporting, as well as effectively communicating findings and actionable recommendations to support regulatory compliance and informed decision making to the client for their action plan. District of Columbia Army National Guard (2024-Present)

Fairfax County Public Schools (2024-Present)

Environmental Air Monitoring Services Project Manager -Overseeing the delivery of Asbestos Environmental Air Monitoring Services for Fairfax County Public Schools and Fairfax County Government. Responsible for ensuring all work complies with Virginia asbestos regulations and contractual requirements. Key responsibilities include conducting assessments, developing survey protocols, cost estimates, and site visit schedules, and overseeing the review of environmental management and engineering studies. District of Columbia Department of General Services

Maryland Department of Transportation (2022-Present)

Project Manager- Responsible for EHS initiatives related to industrial hygiene services for the Maryland Department of Transportation, focusing on water sampling and indoor air quality (IAQ) monitoring at their offices and facilities. the scope includes testing for legionella in drinking water fountains and sinks to ensure occupant safety and identifying contaminated fixtures for isolation. She also manages indoor IAQ assessments to maintain safe conditions for building occupants. Aki la coordinates all sampling efforts, working closely with laboratory and communication results and recommendations directly with the client.

District of Columbia Department of General Services

Project Manager. Playground Assessment. Led inspection and playground assessment initiatives in Washington, D.C. Directed comprehensive evaluations to identify lead hazards and ensure playground safety compliance. Responsibilities included coordinating field teams for lead-based paint and soil testing, developing inspection protocols, managing project timelines and budgets, and preparing detailed reports with actionable recommendations. I also facilitated stakeholder communication to ensure alignment with local and federal regulatory standards, contributing to safer recreational environments for children.

Atmos Solutions, Inc.

Project Role

Remediation Technical Director

Years Experience

Atmos 15

Industry 35

Education

MS Microbiology 1978

University of Louisiana

MS Chemical Engineering 1984

University of Arkansas

Training/Certifications

- Registered Professional Engineer NC SC
- Licensed General Contractor NC
- Leadership in Energy and Environmental Design (LEED)
- Accredited Professional (AP) Building Design and Construction (BD+C);
- OSHA 40-hour HAZWOPER Annual 8-hour refresher courses,
- D.O.T. 126 Training,
- Storm Water Permits and Pollution Prevention Plans,
- PC applications I Groundwater Pollution & Hydrology,
- Aeration Technologies for Soil & Groundwater Remediation,
- Erosion & Sediment Control Planning, Spill Prevention,
- Control and Countermeasure Plan (SPCC),
- Hazardous Waste Management Interstate Technology & Regulatory Council (ITRC)
- Petroleum Vapor Intrusion Training Course.

Raj Shah, PE

Remediation Technical Director

Mr. Shah has over 30 years of technical and contract management experience in environmental science and engineering. He has been involved in over 800 environmental projects ranging from hazardous waste management to environmental investigations and site remediation. He has successfully managed over 25 simultaneously active projects, where all project deadlines were met with quality results and projects were completed within budget.

Experience and Qualifications

NC Department of Environmental Quality, | UST Section State Lead Contract (2022 – ongoing)

Program Manager. Acted as a single point of contact for the client while providing management end execution of the work under the contract. Scope of work included Phase I Limited Site Assessments, monitoring well installation/sampling, soil sampling, waste profiling/disposal, drinking water sampling, receptor surveys, monitoring well abandonment, and compliance reporting for multiple sites in various stages of the corrective action process.

National Institutes of Environmental Health Sciences | Offsite Disposal of Hazardous Waste, Research Triangle Park, NC (2013 – ongoing)

Program Manager. Acted as a single point of contact for the client while providing management end execution of the work under the contract. Scope of work included waste material sorting, and repackaging, document preparation relating to transporting waste chemical and low-level waste radioactive or mixed/radioactive materials (e.g., Manifests, Bills of Lading, etc.), transporting waste materials from the NIEHS to off-site TSD Facilities, waste treatment, storage and/or disposal of materials, and submission to NIEHS signed manifests and notification or certifications of final disposal. Project: USDA

United States Department of Agriculture (USDA) | USDA Environmental Site Investigation/Remediation(2017 – 2023)

Acted as a Program Manager for the client while providing management end execution of the work under the contract. Scope of work included soil and groundwater investigation and remediation of a chlorinated solvents contaminated site. For site characterization activities, Consultech employed MiHPT system technology for

rapid determination of VOCs concentration including carbon tetrachloride and chloroform in the field. Based on laboratory confirmation, 31 of 36 samples showed excellent correlation between the field and laboratory data. The source site characterization rapid assessment was completed in approximately 10 days which provided significant cost and time saving to the government. Based on the findings of the site characterization and upon performing qualitative assessment of various remedial options, In-situ chemical reduction (ISCR) was selected as the primary corrective measure at the source area. Since the completion of all injection activities, the local groundwater has been periodically monitored at the site. In summary, the laboratory data indicates that injection of EHC and EHC Liquid has resulted in greater than 99% reduction in CT concentrations within 12 months.

Atmos Solutions, Inc.**Project Role**

Industrial Hygienist

Years Experience

Industry 5

Training/Certifications

- Bilingual - Spanish/English
- Aerosol Monitoring & Analysis,
- MD Asbestos Inspector License
- Aerosol Monitoring & Analysis,
- Lead Inspector
- OSHA - 30 Hour OSHA Training
- Certification

Christian Hernandez

Industrial Hygienist

Experience and Qualifications

Supreme Court Building, Washington, DC

Air monitoring during abatement activities. Performed ambient air monitoring at the subject site during the application of a chemical poultice for removal of copper staining from the stone building materials.

Fairfax County Public Schools (2022–Present)

Assists with project monitoring of asbestos abatement work being conducted in various Fairfax County schools. Responsible for oversight work, ensuring delivery of paperwork from contractors, and drafting monitoring reports for review.

Baltimore County Public Schools, (2022)

Indoor Environmental Quality Inspections – Lead team of four IH inspectors in conducting IEQ inspections in various Baltimore County schools. Duties included walk-through training, dividing school list amongst inspectors, field inspections, and reviewing and finalizing reporting.

Maryland Port Authority, (2022–Present)

Quarterly Legionella and Indoor Air Quality Sampling. Performs quarterly Legionella and indoor air quality sampling to assess the health risk for two MPA facilities in Baltimore. Responsible for scheduling, field sampling, data analysis and reporting, and drafting final invoicing per sampling event.

DC Public Schools, (2022)

Limited Asbestos Abatement – Supervised the abatement of asbestos-containing ductwork vibration dampener material prior to HVAC system upgrades at Hart Middle School. Responsible for coordinating team, abatement supervision, and communications with third-party inspector.

DC Army National Guard, (2022–Present)

Drinking Water Testing Services. Provide drinking water sampling services at the DC National Guard Armory, JB Anacostia Bolling, and Fort Belvoir, VA. Conduct pre sampling planning and coordination with laboratory. Oversee sampling efforts and data review. Prepare sampling reports for Government use. Contract includes drinking water parameters, including lead, copper, total coliform, e. Coli, and PFAS compounds.

Virginia Dept of Transportation, (2021 - 2022)

Stormwater BMP Maintenance. Assisted with stormwater BMP inspection and maintenance activities of bioretention basins, sand filter basins, tree box filters, and similar BMPs within VDOT Fredericksburg region.

Atmos Solutions, Inc.

Project Role

Master Plumber

Years Experience

Industry 35

Education

Journeyman Diploma/License
(1988–1996)

Washington, DC Joint Plumbing
Apprentice Committee

Certifications/Licenses

- Master Plumber License, DC, WSSC, Virginia
- Master Gasfitter License DC, WSSC, Virginia
- Cross Connection Certification WSSC
- Residential Plumbing Inspector ICC
- Commercial Plumbing Inspector ICC
- Security Clearance
- OSHA 30
- Safety Certification
- Computer Automated Drafting
- CPR/AED Certification
- Local 99 Low pressure Boiler

William H. Satterwhite III

Industrial and Commercial Plumbing Specialist

Experience and Qualifications

Skilled and detail-oriented Plumber with expertise in installing, repairing, and maintaining a wide range of plumbing systems in both commercial and industrial settings. Adept at working with complex systems such as storm and sanitary sewers, air lines, vacuum pumps, and water treatment systems. Strong knowledge of plumbing utilities, specialized equipment, and troubleshooting techniques to ensure optimal functionality of essential machinery and fixtures.

EMCOR Government Service. [Engineer Local Union #99] J(2023, to present)

Lead plumber. Under general supervision, lead, train, oversee, and participate in the work of plumbing staff responsible for performing the installation, maintenance and repair of plumbing systems and fixtures.

WHS Plumbing & Heating Inc. [Plumber Local Union #5] (2002 to Present).

[Manager/Quality Control/Master Plumber]. Responsible for the daily operations of the business.

L.E. Diggs, LLC. [Plumber Local Union #5] July (2015 to Present)

[Master Plumber]. Residential and commercial plumber for the daily operations of the business.

Local Union #5 Plumbing School (2022 to 2023)

[Cross Connection, Backflow Instructor] Responsible for creating and following current lesson plans. Creating weekly test and daily lesson plans. Responsible for teaching hand procedures for testing and repairing all testable and non-testable backflow devices. Responsible for proctoring all Backflow exams, written and practical hands-on backflow testing procedure.

CSOSA (Court Services and Offender Supervision Agency) (2021 to July 2022)

[Plumbing Instructor] Responsible for creating the plumbing curriculum, all test, and all daily lesson plans.

Denver-Elke. [Plumber Local Union #5] March (2020 to 2020)

[Master Plumber] To Perform all new plumbing work (groundwork wastepipe, domestic water pipe, gas pipe, pool water, vent pipe) during the rebuilding of the Flamingo Bird House at the National Zoo, Washington DC.

J&J Worldwide Service. [Engineer Local Union #99] (2017 to 2018)

[Master Plumber]. Complete all open Plumbing and Preventive maintenance tickets at Walter Reed Medical Center.

City of Alexandria, VA February 2007 to August 2007

[Plumber/Mechanical Inspector]. Inspect new construction projects. Plumbing and mechanical for residential and commercial projects

LOCAL UNION #5 (1990 to 2020)

[Master Plumber]. Within the Union, worked for various companies. Positions consist of installing, maintaining, and repairing utility pipes. Also, reading as well as drawing building blueprint designs, installed and maintained, repaired and test plumbing in medium to large commercial buildings as well as residential plumbing.

TAB 7

CERTIFICATIONS AND ADDENDA

CERTIFICATION PAGE

ADDENDUM ACKNOWLEDGEMENT FORM

SOFTWARE AS A SERVICE ADDENDUM

APPENDIX A

FEDERAL FUNDS ADDENDUM

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) Anthony Fernando, President

(Address) 6856 Eastern Avenue NW Suite 205, Washington DC 20012

(Phone Number) / (Fax Number) 202-891-6959/N/A

(email address) afernando@atmosolutionsinc.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.

Atmos Solutions, Inc.

(Company)

(Signature of Authorized Representative)

Anthony Fernando, President

April 1, 2025

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

202-891-6959/N/A

(Phone Number) (Fax Number)

(Email Address)

Revised 8/24/2023

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ EHS2500000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Atmos Solutions, Inc.



Company

Authorized Signature

April 8, 2025

Date

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

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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.

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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,

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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

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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.

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- 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

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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

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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

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- 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

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

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

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

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

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

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

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

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


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AGREED:

Name of Agency: _____

Name of Vendor: Atmos Solutions, Inc.

Signature: _____

Signature: 

Title: _____

Title: President

Date: _____

Date: April 8, 2025

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Appendix A

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

Name of Service Provider/Vendor: Atmos Solutions, Inc.Name of Agency: WV Dept. of HealthAgency/public jurisdiction's required information:

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

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

Name: Chris SnyderEmail address: chris.s.snyder@wv.govVendor/Service Provider's required information:

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

Name: Anthony FernandoEmail address: afernando@atmosolutionsinc.comPhone Number: 202-891-6959

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

By:  _____

Printed Name: Anthony Fernando

Title: President

Date: April 8, 2025