



234 East Babcock Street, Suite A, Bozeman, MT 59715-4765

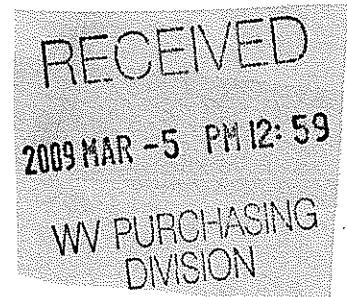
kevin@etrainonline.com

www.etrainonline.com

(406) 579-9059

March 2, 2009

TO: Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, West Virginia 25305-0130



Attention: Roberta Wagner (304-558-0067)

Email: roberta.a.wagner@wv.gov

FROM: Kevin Kundert
President & Chief Instructional Systems Mechanic - eTRAIN ONLINE, Inc.

SUBJECT: **RFQ EHS90087 - WV Advanced Training Course & Library**

This is our proposal to build the "West Virginia Advanced Training Course" and the immersive "Virtual Training Library" that houses Class I & II water operator resources and tracks use of West Virginia operator training courses. Current project materials from the *Basics Course for Small Public Drinking Water Systems in West Virginia* AND the additional resources to be produced in this project will be integrated into the library. The goal is to provide important state-specific operator resources in this easy-to-use library both online (website) and offline (auto-start CD and hard-copy PDF format). A similar product is in development now for the State of Arizona and Commonwealth of Virginia (to be released this summer) so we are up-to-speed on the process and available to start soon.

Thank you for your consideration of our proposal!

How Deliverables Will Be Provided

- A) Prior Related Work Experience with Examples..... Page 2***
- B) Our Ability to Meet the Scope of Work..... Page 5***
- C) Descriptive Outline of Project Deliverables with Budget & Timeline..... Page 8***
- D) Breakdown of costs on Cost Sheet (this is on page 9 of the RFQ attached)***

How Deliverables Will Be Provided

A) Prior Related Work Experience with Examples

Following are major projects developed by eTRAIN ONLINE over the last three years:

Training Library Development

eTRAIN ONLINE is currently completing the development of two “Training Libraries” for the State of Arizona and Commonwealth of Virginia. Each library contains basic training and advanced training applications for small public water system operators. The lessons and the resources are state-specific. Both of these library projects are scheduled to be released this summer (2009).

Basics Courses for Small Public Drinking Water Systems

These 9.5-hour to 10-hour interactive courses provide a solid foundation in the basics of small water system operation. They are intended as exam preparation for operators of systems serving less than 3,300 people, and are also used for continuing education credit. Different versions of this course have been produced for the following states. Each version has been adapted with relevant state-specific information:

- West Virginia** (www.waterhelp.org/wv/basics)
- Indiana** (www.waterhelp.org/in/basics)
- Montana** (www.waterhelp.org/mt/basics)
- Minnesota** (www.waterhelp.org/mn/basics)
- Kansas** (www.waterhelp.org/ks/basics)
- Washington** (www.waterhelp.org/wa/basics)
- Oregon** (www.etrainonline.com/rcac/ordhs)

Water Board Basics for Small Water Systems in Colorado

This training product helps get Board members up to speed on important aspects of the management and administration of small water systems in Colorado in a fun two-hour training session. Users work through eight highly interactive “super-activities” and have access to all the necessary documents via a searchable *Help System*.

www.etrainonline.com/demo/coboard6

Prior Related Work Experience with Examples (continued)

Prior to founding eTRAIN ONLINE, Kevin Kundert was best known for projects created with EPA funding for the Montana Water Center, an EPA Technical Assistance Center for Small Public Drinking Water Systems. The National Environmental Services Center (NESC) continues to distribute many of these products.

Operator Basics Training Series

<http://watercenter.montana.edu/training/ob2005/>

Operator Basics Training Series is a very popular multimedia training tool for small public ground water, surface water and wastewater lagoon systems. It became the “flagship product” of the Montana Water Center.

The 2005 Version includes the following courses:

- Groundwater Systems [10 hrs]
- Surface Water Systems [12 hrs]
- Wastewater Lagoon Systems [8 hrs]
- Water Explorations Showcase [1.5 hrs]

Extra features include:

- Math Practice [500 problems]
- Exam Prep [500 questions]
- Resources
- Glossary Games

Release Date: April 2005 & three previous year releases

Virtual System Explorer

<http://watercenter.montana.edu/training/ve/>

Virtual System Explorer is an immersive "Exploration" of three small public drinking water systems in DVD format. This tool can be used for continuing education purposes as it is tracked and scored when used in a computer. It also works well for workshops and at-home use on a standard DVD player. Full-screen presentation of video and animation with attention to font sizes makes this tool useful for presentations using projectors or TV viewing.

Users begin with a narrated two-hour overview of system operations in the "Exploration Basics" course, and then progress to a half-hour interactive tour of each system -- a ground water system with no treatment, a ground water system with treatment and a small surface water treatment system. Three operational problems are presented in each system "Exploration" that must be solved. These are in-depth activities, each lasting about ten minutes.

Release Date: April 2006

Point-of-Use (POU-RO) Training Tool

<http://watercenter.montana.edu/training/pouro/>

The purpose of the POU-RO Training Tool is to familiarize engineers and other water treatment professionals with the use of centrally managed, point-of-use reverse osmosis (POU-RO) systems in order to comply with the arsenic drinking water regulations.

Release Date: January 2004

Source Water Protection Training

<http://watercenter.montana.edu/training/swp/>

Source Water Protection Training Interactive Guides have been produced for Montana, Pennsylvania, and three EPA Region 5 states -- Illinois, Indiana, and Ohio. These guides are useful for operator training and for producing protection plans using a template-based approach. The courses vary in duration and complexity. All provide multimedia training on basic concepts and detailed guidance on source water protection planning. The most recent guide is the Ohio version which incorporates surface water protection training along with ground water concepts.

Release Date: June 2004

Sanitary Survey Fundamentals Prep Course

<http://watercenter.montana.edu/training/ssf/>

The Sanitary Survey Fundamentals Prep Course is targeted toward new field staff responsible for inspection and evaluation of small water systems for sanitary risks and compliance with the Safe Drinking Water Act. This is a good preparation tool to use before attending an advanced workshop. This is fun ... try it!

Release Date: September 2003

Several other products produced at Kevin's direction for the Montana Water Center can be found here: <http://watercenter.montana.edu/training/>

B) Our Ability to Meet the Scope of Work

The Production Team:

Project Leader and main contact for WVDHHR correspondence will be Kevin Kundert. He has a strong background in both water operations and as a leader in interactive training tool development. He and his core development team each have experience producing training tools for small public water system operations (three with over 10 years each).

As President and Chief Instructional Systems Mechanic for eTRAIN ONLINE for 3 years and as Training Director of the Montana Technical Assistance Center for 9 years, Kevin and the team have successfully completed 25 projects. These projects have ranged in scope from 70K to 500K each. Distribution of state-specific products is in the 30,000 CD range and over 100,000 CDs (national products) have been distributed through the National Environmental Services Center in Morgantown, West Virginia. No one else is even close to that in our field. We are not just a media development company ... we specialize in the development of training applications for small public water system operations.

Kevin has been producing computer-based training applications specifically for public water system operations since 1997. He is an experienced water system operator with ten years experience in operations ... two years with small systems and eight years operating the Helena (Montana) Water System as a Water Treatment Plant Operator, Class 1, (top level) in both water treatment and water distribution. He has a Bachelor's Degree in Earth Science – Geo-hydrology from Montana State University and is involved in several professional organizations. Kevin has served (and continues to serve) on numerous Montana and National Education / Small System Committees dedicated to the drinking water field over the last 25 years. He also writes articles for water publications on an on-going basis, such as the National Environmental Services Center's On Tap Magazine "Ask the Expert" series. Kevin has a good relationship with the folks at the National Drinking Water Clearinghouse in Morgantown, West Virginia which will help us when it comes to acquiring rights to use their products (already have permission to use and modify the "Tech Brief" Series which will be part of West Virginia's Training Library).

Content Author & Production Team Leader is Ben Cichowski with four years experience in developing these applications for small public water system operations. He has a B.S. in Biology/Zoology and M.S. in Civil Engineering and considerable experience in teaching biology and water topics.

Additional Content Author:

eTRAIN ONLINE's depth of expertise in the area of water treatment was bolstered further by the addition of Brad Eberspecher in 2008. Brad has worked as a licensed water treatment operator and as a consulting engineer for 10 years. Brad holds a degree in civil engineering from the University of Nebraska-Lincoln. He is responsible for the

development of content for training products as well as the testing and review of course and test materials.

Adobe Flash / Website Programmers:

Our programmers are Justin West with over 11 years experience in interactive course development with Kevin and Vince Cusomato who has seven years with the team. Both are graduates of Montana State University. Justin's degree is in computer science and Vince's is in biology so he is helpful in content development from start to finish.

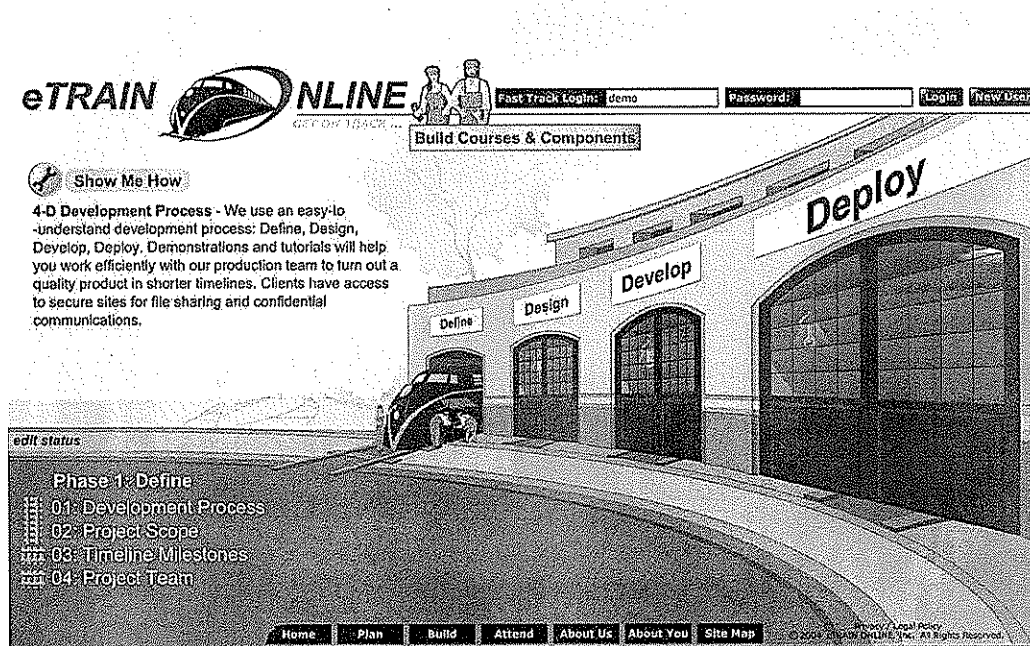
Publishing & Media Expert:

Wiley Davis is our publishing and media expert ... quite an asset to the team. His background is in print and online publishing and he has also worked extensively in technical writing and editing. Also particularly strong in web programming, Wiley has greatly contributed to the development of course tracking systems and eTRAIN ONLINE's presence on the internet (WaterHelp.org site). He is also responsible for technical support and maintenance aspects related eTRAIN ONLINE training products. Wiley has a degree in Middle Eastern Studies from Montana State University.

Multimedia Developers / Artists:

eTRAIN ONLINE has a team of three additional multimedia developers based in our Bozeman, MT office who will be working on this project, each highly qualified college-educated professionals with at least three projects under their belt. We also have contract developers we can use if we need to speed development beyond the scope of our local team.

Our Development Process



The screenshot displays the eTRAIN ONLINE website interface. At the top left is the eTRAIN ONLINE logo. To the right of the logo is a navigation bar with a "Fast Track Login: Demo" field, a "Password:" field, and "Login" and "New User" buttons. Below the navigation bar is a "Build Courses & Components" button. A "Show Me How" link is also visible. The main content area features a "4-D Development Process" section with a description: "We use an easy-to-understand development process: Define, Design, Develop, Deploy. Demonstrations and tutorials will help you work efficiently with our production team to turn out a quality product in shorter timelines. Clients have access to secure sites for file sharing and confidential communications." Below this is a list of phases: "Phase 1: Define", "01: Development Process", "02: Project Scope", "03: Timeline Milestones", and "04: Project Team". The background of the page shows a stylized building with four bays labeled "Define", "Design", "Develop", and "Deploy". At the bottom of the page is a navigation menu with links for "Home", "Plan", "Build", "Attend", "About Us", "About You", and "Site Map". A small copyright notice is visible in the bottom right corner: "Privacy / Legal Policy © 2009 eTRAIN ONLINE, Inc. All Rights Reserved."

eTRAIN ONLINE uses a well-defined development process which is represented graphically on our website: www.etrainonline.com/build .

We follow the same process with every project and can share files online in this password-protected environment (if desired by the client). There are four phases, each represented by its own stall in the training-development “roundhouse”. As each phase is completed, the locomotive moves to the appropriate stall and each new step is available. This gives us all access to the most recent files and results in a totally transparent process for development. This also eliminates the need for us to send back and forth large email attachments for review. Users are given access on an as-needed basis at an appropriate user level.

Development Phases

Phase 1: DEFINE

- 01_Development_Process
- 02_Project_Scope
- 03_Timeline_Milestones
- 04_Project_Team

Phase 2: DESIGN

- 05_Course_Objectives
- 06_Content_Analysis
- 07_Instructional_Design
- 08_Draft_Software_Specification
- 09_Prototype_Program

Phase 3: DEVELOP

- 10_Content
- 11_Storyboards
- 12_Information_Architecture
- 13_Programming
- 14_Testing

Phase 4: DEPLOY

- 15_Systems_Integration
- 16_Replication
- 17_Distribution
- 18_Publicity

C) Descriptive Outline of Project Deliverables with Budget & Timeline

Project Summary:

Build an immersive “*Virtual Training Library*” that houses operator resources provided (for Classes I & II) and tracks use of West Virginia operator training courses. This includes integration of the recently-completed *Basics Course & Help System for Small Public Drinking Water Systems in West Virginia* AND additional resources to be produced in this project (Advanced Training Course). The goal is to provide important WV operator resources in this easy-to-use library both online (website) and offline (auto-start CD and hard-copy PDF format). A similar product is in its final stages of development now for the States of Virginia and Arizona --- to be released this summer. We will provide two to three interface design choices early in the production cycle for WV personnel to choose from (each will align with the OEHS website).

In the initial stages of the project we will provide options for the layout of the *WV Training Library*. It will incorporate a solid instructional design theme that users will become familiar with that works very well on lower to average performance computers. Two quick examples of what we propose for primary interface designs are available here to get the concept:

www.ourtrainingstation.com/dev_qw_basics/scripts_and_media/I_TRAINING_LIBRARY/example1
www.waterhelp.org/va

Following are suggestions for the design which have worked well in previous projects similar to the WV project:

Topics from a Virtual Topic Catalog can be viewed along with media and WV resources that are associated with the topic. These topics are then incorporated into lessons. This gives operators an easy way to find need-to-know information on topics of interest without taking a lesson or course. IF their goal is to earn continuing education credit then they can take the lesson which is tracked so they can receive a Certificate of Completion after that Lesson is completed and quiz is passed with a 70% or greater score.

Primary WV Training Library Resources can be divided into these four primary sections:

Section 1 - Continuing Education Lessons ----- (Multimedia lessons represented as books on the library bookshelf (WV Basics Lessons and Advanced Training Lessons) --- with thickness correlating to duration --- a two-hour lesson book would look twice as thick as a one-hour lesson book. These would be for CEHs upon successful completion --- user is given a certificate of completion.)

Section 2 - Topic Catalog ----- (Can make these CEH-worthy or not --- choice of client. These are multimedia topics represented as topic cards in a virtual card catalog in the library. This collection of content topics will make it easier for operators to find information they are looking for in smaller chunks. Much of the content will be specific

to WV. This is a good location for us to link WV images to topics to be state-specific. We can base these on ABC Need-to-Know Topics or base them on topics from the WV Study Guides for Class I and II operator certification.)

Section 3 - Exam Prep ----- (No-CEHs, Here is where we can showcase the WV Study Guide material (and other content as desired) and provide practice activities & practice quizzes to help operators prepare for their certification exams.)

Section 4 - Help Desk ----- (No-CEHs, Site Map, Tutorials, Did You Know? (West Virginia Fun Facts) & District Office Contacts Map --- this is general fun media to help orient the user and provide instruction on how to use the tools provided.)

User performance will be tracked and reported using SCORM (Sharable Content Object Reference Model) standards. Product support will be provided with the initial development for 10 months following completion (free of charge). Then for 12 to 24 months following, WV has the option to continue support through eTRAIN ONLINE with monthly online usage reports being sent to the West Virginia Bureau for Public Health. We plan to house the library at this URL (below) but numerous other options can be considered: www.waterhelp.org/wv/library

Timeline: 10 month development / testing cycle

West Virginia Advanced Training Course & Library Budget: \$299,000

Primary Tasks & Distribution of Effort/Funding:

Deliverable #1) Build West Virginia Virtual Library Interface (\$10 K)

- For web access and CD-ROM deployment of the Virtual Library (this will be a similar theme as what was done for Virginia but components will align with the West Virginia Bureau for Public Health website colors/design).
- 8 months from startup date

Deliverable #2) Assemble new *multimedia training content* (\$249 K)

- Assemble new content materials with user performance in each lesson tracked to level 3 (Lesson, Section, then Topic or Activity).

We are dedicating *\$249K for this task to build the 4.5 hour Advanced Training Course and to integrate the existing WV Basics Course into the library. Each lesson will have a Quiz component and a Final Course Test that can only be entered upon successful completion of Lesson Quizzes (if desired ... WV choice).

*In general, costs for low end multimedia (illustrative media - converted PPTs, illustration, light animation) = about 400 hours development per hour of finished product. At a shop rate of \$80/hour this equates to \$32K per hour of new illustrative media. For high end multimedia (highly interactive media - custom Flash development, activities, video) = about 750 hours development per hour of finished product. At a shop rate of \$80/hour this equates to \$60K per hour of new highly interactive media.

The number of activities and complexity of interactions to be developed will be determined after review of all project resources available. Client will sign off on project material scope after we collaboratively determine the scope of the interactions (how many activities, etc. ... requirements will be met as listed in pages eight and nine of the RFQ.

Planned deployment of the program is in three versions, each with an approval / signoff:

- alpha version - 7 month timeline from startup date
- beta version – 7.5 month timeline from startup date
- final version – 8 month timeline from startup date

Deliverable #3) Program Testing/Workshop (\$10 K)

WV workshop testing in similar fashion as specified in the RFQ. Upon completion of the training program it will be tested with the target audience in a WV workshop. eTRAIN ONLINE will participate in the workshop organized by WV (fees for attendee meals are included in the eTRAIN budget). Operators attending the workshop will complete a training tool survey (created by eTRAIN ONLINE) and any significant suggestions / comments will be addressed by making adjustments to the program as needed. A printable PDF version of the "Advanced Training Course" will be provided. One color copy will be created for the workshop and then another of the final product upon completion.

- 9 months from startup date

Deliverable #4) Provide 2000 Auto-Start CDs with Packaging & Website Version (\$5 K)

Replication of 2000 CD-ROMs with packaging ... if two discs are required, eTRAIN ONLINE will absorb that cost. Website will already be online at this stage for review but now it is the final version when the CDs are produced.

- 10 months from startup date

Deliverable #5) Apply for CE Committee Approval & Lesson Approvals (\$5 K)

This will be done for each lesson using the appropriate form (best timing for this is after approval of the beta product).

- 10 months from startup date

Deliverable #6) Provide Initial Maintenance for 10 Months (\$0 K)

Provide product technical support for issues/updates (approximately 10 hours/month). This initial support for 10 months will be provided at no charge. Monthly usage reports (online usage statistics) and a summary of any support calls will be sent electronically to the WV contact for the duration of the hosting/support period of this training tool.

Deliverable #6a) Provide Continued Maintenance for 12 Months (\$10 K)

Provide product technical support for issues/updates (approximately 10 hours/month). Monthly usage reports (online usage statistics) and a summary of any support calls will be sent electronically to the WV contact for the duration of the hosting/support period of this training tool.

Deliverable #6b) Provide Continued Monthly Reports for 12 Months (\$10 K)

Provide product technical support for issues/updates (approximately 10 hours/month). Monthly usage reports (online usage statistics) and a summary of any support calls will be sent electronically to the WV contact for the duration of the hosting/support period of this training tool.



State of West Virginia
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Request for Quotation

RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 804-558-0067

VENDOR

eTRAIN ONLINE
 234 E BABCOCK ST, STE A
 BOZEMAN, MT 59715-4765

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH ENVIRO HLTH SERVICES
 CAPITOL AND WASHINGTON STREETS
 1 DAVIS SQUARE, SUITE 200
 CHARLESTON, WV
 25301-1798 304-558-2981

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2009				

BID OPENING DATE: 03/05/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		952-90		
EDUCATIONAL TRAINING COURSES FOR PUBLIC WATER SYSTEM REQUEST FOR QUOTATION TO PROVIDE A QUALIFIED VENDOR TO CREATE AN ELECTRONIC, EDUCATIONAL RESOURCE THAT INCORPORATES A SOLID INSTRUCTIONAL DESIGN THEME AND RELEVANT CONTENT FOR THE WEST VIRGINIA PUBLIC WATER SYSTEM OPERATORS TO UTILIZE ALTERNATIVE, OR IN ADDITION TO TRADITIONAL CLASSROOM-BASED TRAINING COURSES WITH ASSOCIATED COSTS. PLEASE NOTE: THE RENEWALS ARE ONLY APPLICABLE TO THE MAINTENACE. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF TEN(10) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David Funderd</i>	TELEPHONE 406-579-9059	DATE 3/2/2009
TITLE PRESIDENT	FEIN 20-0925196	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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Request for Quotation

RFQ NUMBER
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2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY

eTRAIN ONLINE
 234 E BABCOCK ST, STE A
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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001 INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/17/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Robert Wagner</i>	406-579-9059	3/2/2009
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	20-0925196	

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: roberta.a.wagner@wv.gov NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----ROBERTA WAGNER/FILE 22----- RFQ. NO.:-----EHS90087----- BID OPENING DATE:---03/05/2009----- BID OPENING TIME:---1:30 PM-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin Kunkel</i>	TELEPHONE 406-579-9059	DATE 3/3/2009
TITLE PRESIDENT	FEIN 20-0935196	ADDRESS CHANGES TO BE NOTED ABOVE

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

406-403-0411

CONTACT PERSON (PLEASE PRINT CLEARLY):

KEVIN KUNDERT

***** THIS IS THE END OF RFQ EHS90087 ***** TOTAL: \$299,000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin Kundert</i>	TELEPHONE 406-579-9059	DATE 3/2/2009
TITLE PRESIDENT	FEIN 20-0925196	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SPECIFICATIONS

The State of West Virginia, Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Environmental Health Services (OEHS), Environmental Engineering Division (EED) is seeking vendor quotations for developing an interactive educational "Advanced Training Course" and "Training Library". The purpose of this project is to develop an "Advanced Training Course" and "Training Library" that incorporates existing public water system (PWS) operator resources and builds upon them in a user-friendly format for small PWS operator access to important, state-specific information and training to improve overall compliance with certification requirements. The "Training Library" will be an immersive digital environment (defined as an artificial, interacting, computer created scene within which users can immerse themselves), developed on an easy-to-use electronic platform that houses the developed WV-specific "Advanced Training Course". The "Training Library" and "Advanced Training Course" will facilitate access to educational training courses and resources by small public water system operators (Class I and II public water systems serving less than 3,300 population) to ultimately reduce costs associated with operator certification and training needs.

The Agency goal is to provide all West Virginia (WV) PWS operators access to the electronic training interface in a user friendly online (website) and offline (auto-start CDROM and hardcopy PDF printable files) format.

PWS operator use of the online "Training Library" interface will be documented through a user performance tracking mechanism within each lesson of the advanced course to meet continuing education hour (CEH) requirements.

The overall objective of this RFP is to select a qualified vendor to create an electronic, educational resource that incorporates a solid instructional design theme and relevant content for WV PWS operators to utilize alternative, or in addition to traditional, classroom-based training courses with associated costs.

BACKGROUND

The OEHS, Environmental Engineering Division is the primary agency designated to carry out the provisions of the federal "Safe Drinking Water Act," and for assuring that the state's public drinking water supplies (approximately 1,100 total) provide a reliable, supply of safe drinking water to approximately 1,387,000 individuals. The Certification and Training (C&T) section administers public water systems (PWS) operator regulations. As part of these regulations, certified operators meet baseline education and experience requirements as well as continue to learn throughout their careers. To support initial and continued compliance with operator regulations and requirements, the C&T section provides training and testing relevant to PWS operators in WV. To date, these training courses and exams have largely been available in a traditional, classroom setting. Since the drinking water industry is dynamic with improved

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technologies, new treatment techniques and regulatory revisions emerging, the C&T section needs to expand its course offerings electronically to support the ever-growing knowledge base needs of PWS operators across the state. C&T program is federally funded through the U.S. Environmental Protection Agency grant monies to provide additional educational opportunities for operators of community and non-community non transient public water supply operators serving 3,300 or fewer people. On-line and electronic training courses and educational resources will facilitate small public water systems and associated operators' compliance with state drinking water program regulations by improving overall availability and reducing associated cost burdens.

DELIVERABLES TO BE PERFORMED BY THE VENDOR

The successful vendor shall perform the specified deliverables within the time frames given in the bid quotation. All deliverables are mandatory requirements that must be met by the successful vendor.

DELIVERABLE #1: Develop a West Virginia "Training Library" as an immersive digital environment (defined as an artificial, interacting, computer created scene within which a user can immerse themselves), on an easy-to-use electronic platform. This platform houses the developed WV-specific "Advanced Training Course" for both online (website) (to be hosted on the successful vendor's network) and offline (auto-start CD and hard copy PDF format) that will be produced in this project for easy access by public water system operators. Developed product must work on low performance machines.

- A. Align interface design with OEHS website color scheme, style, and requirements.
- B. Host as an executable program on the vendor's website. OEHS will provide successful vendor a standards document for the development of the interface website.
- C. Work with OEHS' subject matter experts and Management Information Services throughout the construction process to ensure that interface meets required standards.

DELIVERABLE #2: Assemble a multimedia "Advanced Training Course" for public water system operators whose systems serve populations of less than 3,300 that can be electronically accessed 24-hours per day from the data and resources developed:

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- A. Advanced course to include 3 lessons with each being up to 90 minutes in duration as follows:

Lesson 1 - Capacity Development course to include nine (9) interactive core competencies units. The following topics should be covered:

- A. Capacity Development Introduction, a general overview with answers to common questions
- B. Compliance with SDWA Requirements
- C. Factors that are encouraging or impairing Capacity Development
- D. Capacity Development Strategy Elements for Water Systems Seeking DWSRF Assistance
- E. Capacity Development Strategy Elements for Existing Water Systems
- F. Capacity Development Strategy Elements for New Water Systems
- G. Capacity Development Stake Holder Involvement
- H. Indicators encouraging or impairing Capacity Development
- I. Resources in place to go for more information.

Lesson 2 - Advanced Treatment Concepts course to include ten (10) interactive core competencies units. The following topics should be covered:

- A. Overview of Common Treatment Processes
- B. Disinfection
- C. Corrosion Control
- D. Removal of Salts (Nitrate/Iron/Arsenic)
- E. Calculations You Need to Know
- F. Common Formulas and Conversion Factors
- G. Determining Chemical Feed Rates
- H. Preparing Chemical Solutions
- I. Equipment Calibration
- J. Know the Terminology

Lesson 3 - Preparing for a Sanitary Survey course to include seven (7) interactive core competencies units. The following topics should be covered:

- A. Introduction
- B. Sanitary Survey Inspection Process
 - 1. Regulatory requirement
 - 2. A routine sanitary survey
 - 3. Notification and inspection
 - 4. Who will conduct the survey
 - 5. Any next steps
 - 6. What happens after the survey
 - 7. Potential enforcement actions
- C. Minimum Components of a Routine Sanitary Survey
 - 1. Discussion and review of records
 - 2. Water system inspection

- 3. Safe inspections
 - D. Self-Inspection Checklist
 - E. Common Deficiencies Surveys
 - 1. Hope NOT to Find
 - 2. Inspections reveal poor housekeeping
 - F. Water System Operations
 - 1. Reliability
 - 2. Operations and maintenance manual
 - 3. Operations and maintenance schedule
 - 4. Seasonal water systems
 - 5. Cross-connection control
 - 6. Record keeping and reporting
 - 7. What should I report
 - 8. Continuity of service
 - G. Water System Approval
- B. Incorporate visual and auditory learning components and interaction by using artwork and narration throughout each lesson of the advanced course.
- 1. Content material produced will include text, images, video, and user interactions.
 - 2. Video Expectations: A minimum of one video per lesson must be developed. A hot spot (an area of a graphics object, or a section of text, that activates a function when selected. Hot spots are particularly common in multimedia applications, where selecting a hot spot can make the application display a picture, run a video, or open a new window of information) must be used to activate the video when selected to run. Duration of the video will be up to five minutes per video at two different locations. Vendor may use on camera interviews, but is not required.
 - 3. Interactions will include animated illustrations, simulations, assembly, hot-spot activities, and multi-part activities that will help operators perform job tasks. OEHS will meet with successful vendor to review and provide state specific information. The vendor will then use this information to help develop the advance course online training program.
- A. Incorporate West Virginia specific data, documents and materials (up to a maximum of 100 documents) to the advanced course lessons. Vendor will obtain West Virginia specific data and resources from OEHS as well as other available sources know by the vendor.
- B. Vendor will make at a minimum, one (1) information/photo/media gathering trip to West Virginia.

- C. Develop three (3), 10-question unit quizzes for each lesson that are accessed as individual progresses through each lesson.
- D. Develop three (3) 25-question cumulative lesson tests that can be accessed only upon successful completion of 3 or more unit quizzes in each lesson.
- E. Content materials, with user performance in each course, will be assembled and tracked to level three (Lesson, Section, then Topic or Activity).
- F. Create a means of tracking user performance within the advance course by Lesson, Section, then Topic or Activity. Each user's performance will be tracked with the following information: Name, Time Spent on each lesson, number of quiz attempts at the end of each lesson. When a question is missed on a quiz, the user will be prompted to chose another answer. When more than 3 questions are answered incorrectly, the user will have to restart the quiz. Each lesson will have a quiz associated with it to demonstrate mastery of subject by informal assessment. The quiz will include multiple choice questions based on the current lesson and require a passing score before proceeding to the next section. Quizzes will not be available until lesson information is reviewed. Once all lessons and quizzes have been taken in sequence, the final course test will become available. The final course test will require a passing score ($\geq 70\%$) to successfully complete for certificate. The number of final test attempts shall be recorded.
- G. Provide directions/summary upon completion of each unit that explains the score, start-over options, how to print, and where at OEHS to submit results.
- H. Vendor will work closely with OEHS subject matter experts.
- I. OEHS subject matter experts will provide a technical content review of all proposed materials.

Deliverable # 3: Test the program with an OEHS designated public water system targeted audience.

- A. Organize and conduct a one-day (8-hour) workshop for a maximum of 20 participants selected by OEHS at a location in Charleston, West

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Virginia within nine (9) months of being awarded the contract to test the effectiveness of each of the developed training tools.

1. Vendor will provide the workshop location and it must include a computer and the necessary software for each participant.
 2. Vendor will provide lunch for each participant. Lunch will consist of a minimum of choices of deli-style sandwiches; including meats, breads, cheeses, lettuce, tomatoes and condiments. In addition to deli-style sandwiches, lunch will include a minimum of chips, drinks (coffee, tea, water and soft drinks) and dessert.
- B. Create a training tool survey to be completed by participants attending the test workshop.
1. Address suggestions and comments made in the training tool surveys and by OEHS. Vendor will make all necessary adjustments to the program as needed based on suggestions, comments and test results within two (2) months following the workshop.
- C. Create and provide a single printable workshop hardcopy handout for OEHS from which unlimited duplicates can be made.

Deliverable # 4: Make all components of the program available not only via the Internet, but also by providing 2,000 auto-start CD-ROMs of training program, complete with packaging to OEHS for distribution. All training components are to work with minimal software and hardware requirements, (i.e. on a basic computer).

- A. Construct an easy-to-use interface for web access and CD-ROM deployment of Advanced Course & Library.
- B. CD-ROM master will be created with packaging artwork and supplied to OEHS in a format that is easily accessible and updatable.
- C. CD-ROMs must work on PC and MAC.
- D. CD-ROMs will be programmed to display a disclaimer in the introduction that includes the date produced, federal funding source (information to be supplied by OEHS), and advice to all users that information contained on the CD-ROM may or may not be the most current available and they should contact OEHS for the most current information and regulations.
- E. CD-ROMs maybe replicated indefinitely by OEHS without limitations.

Deliverable # 5: Apply for Continuing Education Committee Approval in West Virginia for each of the 3 lessons of the advanced course by submitting a completed EW-78 WVBPH Operator Training Course Approval Application Form along with all related materials in the format required by OEHS within sixty (60) days prior to the availability of a course being offered. For reference, a copy of EW-78 is enclosed.

- A. Fulfill CEH documentation requirements by creating a certificate that is printable upon successful completion of each lesson of the advanced course that includes the following information:
 - 1. Participant's full name;
 - 2. Certification #;
 - 3. WV PWSID# (public water system identification #);
 - 4. CEH# (continuing education hour #);
 - 5. Number of CEH hours specific course is worth;
 - 6. Course Name; and,
 - 7. Date certificate is printed.

Deliverable # 6: Provide maintenance.

- A. Be available to answer user and OEHS questions for the entire term of the contract via vendor's website and by telephone.
- B. Provide technical support to OEHS on program issues/updates for the entire term of the contract via website and telephone.

OEHS WILL PROVIDE THE SUCCESSFUL VENDOR THE FOLLOWING:

- 1. Available West Virginia publications/materials and necessary technical support.
- 2. Color pallet specifics concerning color scheme of website.
- 3. Collaboration to ensure that web-based, CD-ROM and hard-copy products meet agency, state, federal and funding source requirements.
- 4. A technical content review of all proposed materials.
- 5. Approval of all finished content prior to distribution.

VENDOR REQUIREMENTS FOR SUBMISSION OF QUOTATION:

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1. Vendor must be or willing to become a registered West Virginia vendor within seven (7) days of being notified by Purchasing to do so.
2. Vendors must submit the following.
 - A. A description of prior related work experience, including examples of participation in projects of this nature (not to exceed 5 pages).
 - B. A summary of vendor's ability to meet the scope of work as outlined (not to exceed 5 pages).
 - C. A descriptive outline of the project deliverables with explanations (not to exceed 10 pages).
 - D. Breakdown of costs on Cost Sheet (page 9).

AGREEMENT TERM:

Selected vendor services will be provided upon issuance of a purchase order.

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BID SHEET

Tasks (includes all components as described in specifications)	Deliverable Due Date	Vendor Quotation Cost for Task
DELIVERABLE #1: Develop a centralized, searchable West Virginia "Training Library" for both online (website) and offline (auto start CD and hard copy PDF format) that houses (stores) all available operator resources that will be produced in this project for easy access by public water system operators.	Within first 8 months of contract date	\$ 10 K
Deliverable #2: Assemble the advanced course for West Virginia public water system operators whose systems serve populations of less than 3,300 that can be electronically accessed 24-hours per day from the data and resources developed and being stored in the West Virginia Water Help System.	Within first 8 months of contract date	\$ 249 K
Deliverable #3: Test the program with an OEHS designated public water system targeted audience.	Within first 9 months of contract date	\$ 10 K
Deliverable #4: Make all components of the program available not only via the Internet, but also by providing 2,000 auto-start CD-ROMs of training program, complete with packaging to OEHS for distribution. All training components are to work with minimal software and hardware requirements. (i.e. on a basic computer).	Within first 10 months of contract date	\$ 5 K
Deliverable #5: Apply for Continuing Education Committee Approval in West Virginia for each lesson developed by submitting a completed <u>EW-78 WVBPH Operator Training Course Approval Application Form</u> along with all related materials in the format required by OEHS within sixty (60) days prior to the availability of a course being offered.	Within first 10 months of contract date	\$ 5 K
Deliverable #6: Provide maintenance. (Please price per month x 10 months). A price quote for a 10-month period is required for the vendor quotation cost sheet for deliverable. Invoices associated with this, will have to be in arrears for services provided in the previous month.	Beginning on contract date an ongoing	\$ 10 K (NO CHARGE)
Deliverable #6a: Provide continued maintenance if contract renewal is needed (determined by OEHS) for year 2. (Please price per month x 12 months). A price quote for a 12-month period is required for the vendor quotation cost sheet for deliverable. Invoices associated with this, will have to be in arrears for services provided in the previous month.	Beginning on contract date an ongoing	\$ 10 K

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<p>Deliverable #6b: Provide continued maintenance if contract second renewal is needed (determined by OEHS) for year 3. (Please price per month x 12 months). A price quote for a 12-month period is required for the vendor quotation cost sheet for deliverable. Invoices associated with this, will have to be in arrears for services provided in the previous month.</p>	<p>Beginning on contract date an ongoing</p>	<p>\$ 10 K</p>
	<p>TOTAL QUOTATION COST:</p>	<p>\$ 299,000.</p>

WVBPH OPERATOR TRAINING COURSE APPROVAL APPLICATION FORM

Course Content

Course Title:

Topic:

This application is for: Drinking Water Operators _____ Wastewater Operators _____

(If you are applying for continuing education approval for drinking water and wastewater operators, mark both.)

Has this course been previously approved for water or wastewater continuing education by WVBPH: _____ YES _____ NO

If "yes", provide the WVBPH approval number(s) here _____ and complete all portions of this application that have changed, sign and date it, and submit it along with a copy of the previous application.

Date and Approximate Time:

Course Cost/Fee:

Objectives:

Target Water Operator Classifications: I _____ II _____ III _____ IV _____ Other _____ (check all that apply)

Instructional Aids:

Instructional Approach:

References:

Course Evaluation:

* Attach a course outline

Date: _____

Instructor Qualification (resume may be substituted)

Name: _____ Work Address: _____
 City/State/Zip: _____ Telephone: _____ E-Mail: _____
 Degree: High School/GED _____
 BS _____ BA _____ Other _____ Major: _____ Minor: _____

Employment (beginning with most recent)

1. Name: _____ From: _____ To: _____ Telephone: _____
 Address: _____ City/State/Zip: _____
 Duties/Responsibilities: _____

2. Name: _____ From: _____ To: _____ Telephone: _____
 Address: _____ City/State/Zip: _____
 Duties/Responsibilities: _____

3. Name: _____ From: _____ To: _____ Telephone: _____
 Address: _____ City/State/Zip: _____
 Duties/Responsibilities: _____

Experience and/or education in topic area:

Other pertinent data on the instructor:

(Copy and attach additional sheets if necessary)

Instructor Signature

03/04

Sponsoring Organization Information

Sponsor Name: _____ Sponsor Representative: _____
Address: _____ City/State/Zip: _____
Telephone: _____ Fax: _____ E-Mail: _____
Mission or Business: _____

Description of record keeping: _____

Sponsor Representative Signature

Date

Return completed application form to: **CEH Training Course Applications
One Davis Square Suite 200
Capital and Washington Streets
Charleston, WV 25301 -1798**

ATTACHMENT
P.O.# EHS90087

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder

Agreed
[Signature] 3/2/09
Signature Date

[Signature]
Signature Date

PRESIDENT
Title

Title

eTRAIN ONLINE
Company Name

Agency/Division

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: eTRAIN ONLINE

Signed: [Signature]

Title: PRESIDENT

Date: 3/2/2009

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: eTRAIN ONLINE
Authorized Signature: [Signature] Date: 3/2/2009

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (**West Virginia Code**, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
 Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



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

Request for Quotation

RFQ NUMBER:
EHS90087

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

VENDOR

eTrain Online
 Kevin Kundert
 234 E. Babcock Street, Ste A
 Bozeman, MT 59718

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH ENVIRO HLTH SERVICES
 CAPITOL AND WASHINGTON STREETS
 1 DAVIS SQUARE, SUITE 200
 CHARLESTON, WV
 25301-1798 304-558-2981

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/19/2009				

OPENING DATE: **03/05/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: EHS90087 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin Kundert</i>	TELEPHONE 406-579-9059	DATE 3/2/2009
TITLE PRESIDENT	FEIN 20-0925196	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
 EHS90087

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

VENDOR

RFQ COPY

eTRAIN ONLINE
 234 E BABCOCK ST, STE A
 BOZEMAN, MT 59715-4765

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HEALTH AND HUMAN RESOURCES
 BPH ENVIRO HLTH SERVICES
 CAPITOL AND WASHINGTON STREETS
 1 DAVIS SQUARE, SUITE 200
 CHARLESTON, WV
 25301-1798 304-558-2981

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VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

[Handwritten Signature]
 SIGNATURE
 eTRAIN ONLINE
 COMPANY
 3/2/09
 DATE

REV. 11/96

END OF ADDENDUM NO. 1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Handwritten Signature]</i>	TELEPHONE 406-579-9059	DATE 3/2/2009
TITLE PRESIDENT	FEIN 20-0925196	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/19/2009				

BID OPENING DATE: 03/05/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
01	1	EA		952-90		
EDUCATIONAL TRAINING COURSES FOR PUBLIC WATER SYSTEM						
***** THIS IS THE END OF RFQ EHS90087 *****						TOTAL: <u>\$299,000</u> (Bid)

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert Wagner* TELEPHONE: 406-579-9059 DATE: 3/3/2009
 TITLE: PRESIDENT FEIN: 20-0925196 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Page _____ of _____ Pages		Requisition / P.O. No.: EHS90087
File: 22	Acct. No.: 8802-2009-3027-096-253-10400	
Spending Unit: WVDHHR/OEHS		

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>TO ANSWER VENDOR QUESTIONS RELATED TO THE ORIGINAL REQUEST FOR QUOTATIONS.</p> <p>1. Are actors for videos state employees or will the vendor provide the actors as needed?</p> <p>Response: The video actors and/or content do not have specific requirements beyond the minimum of 1 video per lesson and function described under Deliverable 2.B.2. If the vendor does not have appropriate videos to incorporate, vendor will develop using vendor-provided actors.</p> <p>2. Do you foresee the majority of a lesson being narrated (recorded audio)? What percentage of a lesson would require narration? Would you want closed captioning to be available for narrated material?</p> <p>Response: Deliverable 2.B. specifies artwork and narration throughout each lesson. So yes, I foresee the majority of a lesson (estimate at least 80%) being narrated unless there is a video or other audio component. Yes, please provide closed captioning option. Deliverable 1 requires interface meet required agency standards, which will be provided to selected vendor.</p> <p>3. In regards to the printable PDF, does the entire course need to be available in a static printable medium, or would printing only be available for static documents incorporated into the advanced course lessons?</p> <p>Response: The entire course needs to be available in a static printable medium (Deliverable 1 hard copy PDF format).</p> <p>4. Paragraph F on page 9 states "The number of final test attempts shall be recorded." Does the government intend this to be done on the CD?</p> <p>Response: Instead, the number of final test attempts should be limited to 3, the same as the quizzes. Progress throughout should be recorded/displayed for the user information and also on the completion certificate(s).</p> <p>5. Will the vendor provide classroom training beyond user group testing?</p> <p>Response: No. The vendor will work closely with OEHS throughout, but this does not need to be in a traditional classroom setting, as does the test group.</p> <p>6. Will part of the maintenance require changes to the curriculum and multimedia?</p> <p>Response: Yes. Any needed changes in content or media identified should be addressed under maintenance. Ideally, the user test group will identify most needed changes for a correct content and functioning end product.</p>		

**STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET**

Page ____ of ____ Pages		Requisition / P.O. No.: EHS90087
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Item No.	Quantity	Description	Unit Price	Amount
		<p>7. Page 12 paragraph D notes a cost sheet on page 9. Is this the bid sheet on page 13?</p> <p>Response: Yes this is the same sheet.</p> <p>8. Course and Library total content may total more than a CD-ROM can hold. Would it be all right to use DVD-ROM as the disk standard if that is the case?</p> <p>Response: No. The reason for CD-ROMs is to ensure the Advanced Course and Library will work on a very basic computer. Multiple CD-ROMs is an option to contain all content, but note required deliverable of 2,000 copies of the Advanced Course and Library will still apply.</p> <p>9. If disks are required to work on both PC and MAC systems, would you want the versions to be on separate disks or on a hybrid PC / MAC cd-rom? Depending on content size, and system requirements this may increase file content, again requiring a larger disk format (DVD). If separate disks for PC / MAC are required, would you want 2000 of each?</p> <p>Response: No. The Advanced Course will be provided on 1 disk, functional on both MAC and PC systems. If final content requires multiple CD-ROMs as mentioned under Question 8, 2,000 copies of the complete final product are required.</p> <p>10. Would the training course / library need to be made available in a format designed for people with disabilities to meet 508 compliance standards?</p> <p>Response: Yes.</p>		