



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
EHS80365

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

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
06/10/2007				

BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		952-90		
<p>EDUCATIONAL TRAINING COURSES FOR PUBLIC WATER SYSTEM</p> <p>CONTRACTOR TO PROVIDE A TECHNOLOGY BASED INTERACTIVE DISTANCE EDUCATIONAL TRAINING COURSES FOR WEST VIRGINIA CLASS I AND CLASS II PUBLIC WATER SYSTEM OPERATORS PER THE ATTACHED SPECIFICATIONS.</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 SERVICE 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>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JUNE 26, 2007. 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
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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BID OPENING DATE: **07/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</p>						

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<p>CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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</p>						

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BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: ----- * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) 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						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----ROBERTA WAGNER/FILE 22----- RFQ. NO.:-----EHS80365----- BID OPENING DATE:-----JULY 11, 2007----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ EHS80365 ***** TOTAL: _____						

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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 requesting quotations for the development of technology-based interactive distance educational training courses for West Virginia Class I and Class II public water system operators whose systems serve populations of less than 3,300. These courses will be developed by the successful vendor on-line, CD-ROMs, and in hard-copy format.

OEHS' general objectives of this RFQ are to select a qualified vendor to:

- Build a **West Virginia Water Help System** to store training content material in a searchable form for easy access by public water system operators.
- Create a Basics Course with interactive lessons for Class I and Class II public water system operators from the content of the West Virginia Water Help System. The Basics Course will include lessons, quizzes and a final test.
- Create an easy-to-use interface to deploy the training tool to operators on auto-start CD-ROMs, the Internet, and in a hard-copy handout.
- Conduct a workshop to test the effectiveness of the training tool.
- Provide product support in the form of answering questions, usage reports and maintenance for the entire term of the contract.

DELIVERABLES TO BE PERFORMED BY VENDOR

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

- I. **DELIVERABLE #1:** Develop a West Virginia specific searchable, centralized **Water Help System** to store training content material (both general and state specific) using XML/Macromedia Flash technologies (or equal) in a searchable form for easy access by public water system operators.
 - A. Aggregate US Environmental Protection Agency (EPA) and other small system specific data and resources from other sources into West Virginia's searchable Water Help System. Vendor will obtain these data and resources from EPA and other sources known by vendor.
 1. Use existing water operator validation processes when organizing the structure of the content material for the Water Help System such as the following:
 - 1.1 "Need-to-Know" approach from the Association of Boards of Certification (ABC)
 - 1.2 Develop-A-Curriculum (DACUM) process from the West Virginia Operator and Certification program
 - B. Aggregate West Virginia specific data and resources (up to a maximum of 50 documents) into the newly developed Water Help System. Vendor will obtain West Virginia specific data and resources from OEHS as well as other available sources known by vendor.

EHS80365 On-line and Electronic Operator Training

1. Create a separate West Virginia specific data and resources file to be kept in a separate folder within the Water Help System.
 2. Once compiled and as updates are added, vendor will supply OEHS with West Virginia specific data and resources on CD-ROMs in a format that is easily accessible and updatable by OEHS indefinitely.
- C. Make all content in West Virginia's Water Help System searchable by 3 ways:
1. Contents tab (hierarchy)
 2. Index Tab (alphabetically)
 3. Search window (keyword list)
- D. Work closely with OEHS subject matter experts.
1. Vendor will make at a minimum two (2) information/photo/media gathering trips to West Virginia.
 2. OEHS subject matter experts will provide a technical content review of all proposed materials.
- II. **DELIVERABLE #2:** Assemble a Basics Course for West Virginia Class I and Class II public drinking water system operators 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.
- A. Basics Course to include 6 lessons with each being 40 to 60 minutes in duration as follows:
1. Lesson 1 - Introduction to Drinking Water Systems to include a minimum of five sections. The following topics must be covered:
 - 1.1 – Key Concepts and Terminology
 - 1.2 – What is Water?
 - 1.3 – Where is Water?
 - 1.4 – How is Water Used?
 - 1.5 – What is a Drinking Water System?
 2. Lesson 2 - Science Concepts to include a minimum of four sections. The following topics must be covered:
 - 2.1 - Key Concepts and Terminology
 - 2.2 – Chemical Characteristics of Water
 - 2.3 – Biological Characteristics of Water
 - 2.4 – Water Hydraulics
 3. Lesson 3 - System Operation & Maintenance to include a minimum of five sections. The following topics must be covered:
 - 3.1 – Key Concepts & Terminology
 - 3.2 – Water Sources
 - 3.3 – Groundwater and Surface Water Treatment
 - 3.4 – Distribution Systems
 - 3.5 – Pumping Systems

EHS80365 On-line and Electronic Operator Training

4. Lesson 4 – Safety to include a minimum of five sections. The following topics must be covered:
 - 4.1 – Key Concepts & Terminology
 - 4.2 – Water System Safety
 - 4.3 – Major Safety Concerns
 - 4.4 – General Hygiene
 - 4.5 – Fire Safety

 5. Lesson 5 - Regulations & Monitoring to include a minimum of five sections. The following topics must be covered:
 - 5.1 – Key Concepts & Terminology
 - 5.2 – Brief History
 - 5.3 – Components of Existing Regulations
 - 5.4 – Monitoring, Sampling & Reporting
 - 5.5 – Procedures

 6. Lesson 6 - Waterworks Math to include a minimum of six sections. The following topics must be covered.
 - 6.1 – Key Concepts & Terminology
 - 6.2 – Common Abbreviations, Conversions & Formulas
 - 6.3 – Working with Equations
 - 6.4 – Finding Math Solutions
 - 6.5 – Pounds Formula
 - 6.6 – Metric System
- B. Incorporate visual and auditory learning components and interaction by using artwork and narration throughout each lesson.
1. Content material produced will include text, images, video, and user interactions.
 2. Interactions will include animated illustrations, simulations, assembly, hot-spot activities, and multi-part activities that will help operators perform job tasks.
- C. Incorporate West Virginia specific data, documents and materials into the Basics Course lessons.
- D. Develop three (3) 10-question quizzes for each lesson that is accessible upon completion of lesson.
- E. Develop three (3) 25-question tests that can be accessed only upon successful completion of lesson quizzes.
- F. Create a means of tracking User performance within Basics Course by Lesson, Section, then Topic or Activity.
- G. Provide directions/summary upon completion of each lesson that explains the score, start-over options, how to print, and where at OEHS to submit results.
- H. Create a certificate that is printable upon completion of Final Course Test that includes the following information:
1. Participant's full name
 2. Certification #

3. WV PWSID# (public water system identification #)
 4. CEH# (Continuing Education Hours #)
 5. Number of CEH hours specific course is worth
 6. Date certificate is printed
- III. **DELIVERABLE #3:** Construct an easy-to-use interface for web access and CD-ROM deployment of searchable Water Help System and Basics Course.
- A. Align interface design with OEHS website color scheme, style, and requirements.
 - B. Host as an executable program on the vendor's website.
 - C. Work with OEHS' subject matter experts and Management Information Services throughout the construction process to ensure that interface meets required standards.
- IV. **DELIVERABLE #4:** 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 Virginia within nine (9) months of being awarded the contract.
 - 1.1 Vendor will provide the workshop location and it must include a computer and the necessary software for each participant.
 - 1.2 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.
 - C. 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.
 - D. Create and provide a workshop handout (in hardcopy and PDF formats) for OEHS from which unlimited duplicates can be made.
- V. **DELIVERABLE #5:** Make all components of the program available not only via the Internet, but also by providing 2,000 auto-start CD-ROMs of the 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. CD-ROMs
 1. CD-ROM master will be created with packaging artwork and supplied to OEHS in a format that is easily accessible and updatable.
 2. CD-ROMs must work on PC and MAC.
 3. 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

EHS80365 On-line and Electronic Operator Training

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.

4. CD-ROMs can be replicated indefinitely by OEHS without limitations.

VI. **DELIVERABLE #6:** Apply for Continuing Education Committee Approval in West Virginia for each course developed 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.

VII. **DELIVERABLE #7:** 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.

VIII. **DELIVERABLE #8:** Provide monthly reports of on-line usage electronically to OEHS for the entire term of the contract. Monthly reports must include the following:

- A. Operator name
- B. Operator certification level
- C. Operator's system PWSID #
- D. Pass and fail results for quizzes and tests

IX. Requirements of the Office of Environmental Health Services (OEHS) shall:

Office of Environmental Health Services (OEHS) shall:

- 1. Provide West Virginia specific data and resources to the successful vendor.
- 2. Supply successful vendor with available West Virginia publications/materials and necessary technical support.
- 3. Supply successful vendor with color pallet specifics concerning color scheme of website.
- 4. Work with successful vendor to ensure that web-based, CD-ROM and hard-copy products meet agency, state, federal and funding source requirements.
- 5. Provide a technical content review of all proposed materials.
- 6. Approve all finished content prior to distribution.

VENDOR REGISTRATION

The successful vendor must be in good standing with the West Virginia Bureau for Employment Programs and be registered with the State of West Virginia, Division of Purchasing before a purchase order can be issued.

INVOICING

Upon award of the contract, the successful vendor will invoice OEHS monthly in arrears for services provided in the previous month. Successful vendor's monthly invoice will include a breakdown of costs.

TERM OF CONTRACT

Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the Vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

Contract Termination:

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

Invoices

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. The invoices shall be in a form approved by the Department and shall enclose a monthly activity log. The Vendor will be responsible for payment of all subcontracts, staff, and any other support staff contracted to provide services. State law forbids payment of invoices prior to receipt of services. The Department reserves the right to reject any or all invoices for which proper documentation has not been provided. The Vendor will be notified of deficiencies within fifteen (15) days of receipt of the invoice.

Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Notice

Vendor's bid quotation must be signed and dated and delivered to the Purchasing Division address on the back of Page 1 of the Request for Quotation.

Vendor must provide information as to their ability and capability of providing the DELIVERABLES specified. Vendor shall include 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. A breakdown of costs on attached Cost Sheet.

Cost Sheet

DELIVERABLES (includes all components as described in specifications)	Deliverable Due Date	Vendor Quotation Cost for each DELIVERABLE
DELIVERABLE #1 Develop a West Virginia specific searchable, centralized Water Help System to store training content material (both general and state specific) using ML/Macromedia Flash technologies (or equal) in a searchable form for easy access by public water system operators.	Within first 6 months of the contract date	\$
DELIVERABLE #2 Assemble a Basics Course for West Virginia Class I and Class II public drinking water system operators 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 9 months of the contract date	\$
DELIVERABLE #3 Construct an easy-to-use interface for web access and CD-ROM deployment of searchable Water Help System and Basics Course.	Within first 10 months of the contract date	\$
DELIVERABLE #4 Test the program with an OEHS designated public water system targeted audience.	Within first 10 months of the contract date	\$
DELIVERABLE #5 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 12 months of the contract date	\$
DELIVERABLE #6 Apply for Continuing Education Committee Approval in West Virginia for each course developed 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.	Within first 10 months of the contract date	\$
DELIVERABLE #7 Provide maintenance. (Please price per month x 12 months).	Beginning on contract date and ongoing.	\$
DELIVERABLE #8 Provide monthly reports of on-line usage electronically to OEHS for the entire term of the contract. (Please price per month x 12 months).	Beginning on contract date and ongoing.	\$
Total Quotation Cost		\$

Vendor: _____ Date: _____

Signature: _____ Title: _____

WVBPH OPERATOR TRAINING COURSE APPROVAL APPLICATION FORM

The Commissioner of the WV Bureau for Public Health (WVBPH) will only recognize course work held under responsible sponsorship, presented by qualified instructors and appropriate to the water or wastewater treatment field. You must indicate whether your application is for water or wastewater. Mark both if you are applying for both water and wastewater operator continuing education approval. ***It is mandatory the sponsor submit a completed WVBPH Operator Training Course Approval Application Form (attached), along with all related materials, in the following format:***

Course Content

Obviously, the course content is the most important factor to be considered when evaluating a course for approval.

Format Required***Course Title******Date and approximate******Time***

- proposed course date and total instructional hours; excluding breaks and lunches

Topic***Objective***

- briefly state the intent of the course or what the student should have learned upon completion

Instructional aids

- workshop materials, slides, films, videotape, etc. You do not necessarily have to submit copies. Just list them by name, with their source and the date developed or revised. Personal slides, videos, etc. may simply be listed as personal slides, etc.

Instructional approach

- lecture, workshop, seminar, etc., or combination. If the course is a combination, show % of time in each area (e.g., 40% lecture, 60% workshop).

References

- title, author, publisher, date

Course Evaluation

- Describe how course effectiveness will be evaluated (e.g., assignments, examinations, course evaluation forms, etc.).

****Course Outline***

- Attach a detailed course outline adequately illustrating the course content.

**** The course outline must provide sufficient detail of the course to enable WVBPH to assess the course content. On a case by case basis, WVBPH may require submission of texts, manuals, instructor notes, instructional aids, etc.***

Instructor Qualifications

The instructor for any training program is critical to the learning to be accomplished. ***The instructor must have a qualification statement (see attached) on file with WVBPH.*** When the WVBPH staff has reviewed the statement and makes a decision, a notice will be sent to the sponsor and/or instructor. ***An instructor's resume may be substituted for this section of the form.***

Sponsoring Organization

Provide sponsoring organization information as requested on this portion of the form, sign and date where indicated.

Return the completed form to:

CEH Training Course Applications
WV Bureau for Public Health
Capitol and Washington Streets
1 Davis Square, Suite 200
Charleston, WV 25301-1798

WVBPH OPERATOR TRAINING COURSE APPROVAL APPLICATION FORM

Course Content

Course Title:	Topic:
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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:
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<p>Objectives:</p> <p>Target Operator Classifications: I _____ II _____ III _____ IV _____ Other _____ (check all that apply)</p>
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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:	
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(Copy and attach additional sheets if necessary)

Instructor Signature

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
WV Bureau for Public Health
Capitol and Washington Streets
1 Davis Square, Suite 200
Charleston, WV 25301-1798**

NOTE:

APPLICATION REVIEW AND AGENCY ACTION TYPICALLY REQUIRE 45 TO 60 DAYS. THEREFORE, A COMPLETE APPLICATION SHOULD BE SUBMITTED AT LEAST 60 DAYS BEFORE THE SCHEDULED COURSE PRESENTATION DATE.

STATE OF WEST VIRGINIA
Purchasing Division

020

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____