



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
EHS90075

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
10/24/2008				

BID OPENING DATE: 11/26/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		952-90		
OPEN-END BLANKET CONTRACT OPEN END CONTRACT TO PROVIDE ELECTRONIC TRAINING REQUEST FOR QUOTATION FOR AN OPEN END CONTRACT FOR A MULTIPLE VENDOR AGREEMENT FOR INTERNET BASED TRAINING (E-TRAINING) TO CERTIFIED WATER OPERATORS EMPLOYED BY SMALL PUBLIC WATER SYSTEMS IN WEST VIRGINIA THAT SERVE A POPULATION OF 3,300 OR LESS, PER THE ATTACHED SPECIFICATIONS. CONTRACT(S) WILL BE AWARDED FOR A ONE YEAR PERIOD WITH THE OPTION OF TWO (2), ONE (1) YEAR RENEWALS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR 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 SET FORTH OTHERWISE, SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE	TELEPHONE	DATE
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**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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL 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>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>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</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 11/11/2008. 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 DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

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SUBJECT

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<p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ. NO.:-----EHS90075----- BID OPENING DATE:-----11/26/2008----- 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 EHS90075 ***** TOTAL: _____						

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EHS90075 – Internet Based E-Training

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 multiple vendors to provide internet-based training (E-Training) to certified water operators (operators-in-training, water distribution, and class I-IV) employed by small public water systems (PWS) in West Virginia, which serve a population of 3,300 or less.

OEHS OBJECTIVE

All certified PWS operators in West Virginia, except for Class1Ds, are required to renew their certification every two years by submitting an application to OEHS with proof of continuing education hours (CEHs). The intent of this requirement is for operators to continue learning and implementing new technology and rules developed to protect public health and drinking water. However, at small systems with one or very few operators, it is often difficult to find time and money to travel for traditional classroom training. OEHS' objective is to offer a variety of online CEH approved courses through multiple vendors in order to fulfill certification requirements and reduce training-related costs to both the system and its operator(s).

VENDOR COURSE REQUIREMENTS

Vendor's E-Training courses to eligible PWS operators under this RFQ must be approved CEH courses. Legislative Rule 64CSR4 defines a continuing education hour as:

One (1) hour of participation in an organized continuing education experience under responsible sponsorship approved by the Commissioner for renewal of a public water system operator certification.

CEH courses must be approved by the Commissioner and operator attendance documented before OEHS will accept the CEHs for renewal. The Commissioner recognizes only course work provided by qualified instructors and relevant to the drinking water industry. All CEH courses go through the application review and approval process of the CEH Review Committee. The committee consists of ten professional staff, meets monthly, discusses pending course applications, and makes approval/rejection decisions.

To be considered for CEH approval, vendor must submit a completed EW-78 WVBPH Operator Training Course Approval Application Form (see Attachment 1) along with all related course materials, such as:

1. Information about the company submitting the course for approval.

EHS90075 – Internet Based E-Training

2. Resume that demonstrates instructor(s) educational experience.
3. Course syllabus.
4. Class material, including but not limited to power point presentations, exercises and handouts.

If approved, the course will be assigned:

1. A course number.
2. A course name.
3. Instructor or sponsor information.
4. The number of CEH hours approved.

CEH approval also requires all course providers to document attendance and provide appropriate certificates (with at least the above information as approved) to all course participants. Documentation on any training course already approved by another state or agency may facilitate the WV CEH approval process.

Vendor understands that before OEHS will authorize use of any courses under this RFQ, they must have already been or will be approved by OEHS' CEH review committee. The current list of approved CEHs is available online at http://www.wvdhhr.org/oehs/eed/i&cd/education_index.asp. For example, a vendor might submit twenty online internet training courses to be used under this RFQ; twelve of which have already been approved by OEHS' CEH review committee. Vendor must submit the remaining unapproved courses but will not be allowed to offer them to PWS operators under this RFQ until they are approved by OEHS' CEH review committee.

Vendor understands that the courses, approved and pending approval, submitted will be the only ones allowed to be offered to PWS operators under this RFQ for a one-year period. If, after the one-year period, OEHS and vendor mutually agree in writing to renew the contract for an additional one-year period, vendor will be given an opportunity to add to or remove courses. Such renewal will be in accordance with the terms and conditions of the original contract and will be limited to two, one-year periods.

Vendor's on-line education program must also include the following functions for each course:

- Intermittent quizzes and test questions.
- Wrong answer notification.
- Automatic generation of a Certificate of Completion with appropriate CEH information.
- A real-time clock on screen that records the time operator spent on the course material.

EHS90075 – Internet Based E-Training

VENDOR REQUIREMENTS

Vendor agrees to meet all requirements stated below:

- Vendor must submit written proof that it has provided internet-based training related to water system operation for at least two years out of the last five-year period.
- Vendor must submit a list of all approved and pending CEH online training courses it wants considered for offering under this RFQ.
- Vendor must demonstrate the ability to utilize a password or access code tracking system; and must develop and submit a process to track courses and operators who successfully complete training to ensure the following steps flow smoothly:
 1. OEHS will communicate online training opportunities, including names and contact information of all awarded vendors to PWS operators via its website and mailings. It will be up to the discretion of the operator to take whichever course he or she wants to fulfill their CEH renewal requirements.
 2. Operators will choose the vendor or vendors they wish depending on the course area(s) they need. If various vendors are offering the same class, operators will have the option to choose which approved course to take.
 3. An operator will submit a request to OEHS to take a particular course or courses.
 4. Once OEHS determines that the operator is eligible under this program and that the course or courses the operator is requesting to participate in has received OEHS' CEH approval, OEHS will inform the appropriate vendor of operator eligibility. From there, vendor will contact the operator and issue a separate password or access code for each course.
 5. Once an eligible PWS operator completes a course, vendor will provide him or her an automatic Certificate of Completion only if the operator completes the course and passes the test.
 6. Vendor will invoice OEHS only after courses have been completed and tests taken, not when passwords or access codes have been issued.
- Vendor must submit an all-inclusive lump sum cost per course submitted. This lump sum cost must include all associated costs for one PWS operator to complete one of the courses listed, including the test and all required training materials.

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- Vendor will permit eligible operators one attempt to pass each course. If vendor allows an operator additional attempts to pass any course, OEHS' responsibility to vendor for payment is only for the first attempt.
- Vendor will permit ineligible WV PWS operators (those not meeting OEHS criteria for this contract) to take and pass any course **at the operators' own expense** for the same price per course specified on vendor's bid/cost sheet.

OEHS' CONTRIBUTION TO CONTRACT

- Upon receiving a request from an operator to take a particular course or courses, OEHS will determine his or her eligibility and notify the appropriate vendor of the operator's intentions. If a vendor allows an individual to access or complete a course outside this eligibility process, OEHS will not pay the costs. Individual eligibility will be based on current employment with a small PWS and CEH renewal requirements.
- OEHS will not accept a lump sum cost for the unlimited usage of a course for a year nor will it pay for a website to be set up with multiple courses for unlimited usage.
- OEHS will pay the vendor only after an eligible operator completes an approved course and test. OEHS will not be responsible for payment to the vendor if eligible operator does not complete a course or does not take the test associated with a course. If OEHS approves an eligible operator to take an approved course and that operator does not complete the course and the test associated with that course, OEHS will not be responsible to the vendor for the payment of the course participated in by the operator. Payment to the vendor for such uncompleted course participation is the responsibility of the PWS operator. OEHS will make operators aware of their uncompleted course payment responsibility, and vendor must also inform operators of such prior to issuing them passwords or pass codes for accessing online courses.
- In order to ensure operators are aware of the training available through this contract, vendor and OEHS may advertise in print, verbally or electronically via websites.

QUOTATION SUBMISSION REQUIREMENTS

Vendor must submit the following:

- Documented proof that the vendor meets requirements outlined in these specifications.

EHS90075 – Internet Based E-Training

- Indication of vendor courses that already have OEHS' CEH approval. Vendor will not be allowed to offer courses without CEH committee approval. Pending courses must be submitted to be considered for the one-year agreement period, but vendor cannot make them available to PWS operators under this RFQ until they are approved.
- Demonstration of successful use of a password or access code tracking system.
- Sheet(s) that list the courses vendor will offer for the one-year contract period. Sheet(s) must include course names, CEH Number, CEH Hours, and an all inclusive lump sum cost per course (i.e. all costs associated with one operator taking one course).

Example: Course A – Bid cost for one student to complete and test for Course A is \$100. If ten eligible operators complete the course and test in January 2009, vendor's invoice to OEHS in required format (see Attachment 2) with supporting backup documentation at the end of the month will be for \$1,000.

Vendor should use the format illustrated on the "E-Training Bid" sheet (see Attachment 3) to submit its course listing. Vendor can use Attachment 3 and make copies as necessary, or vendor can create its own sheet as long as it follows the same format. Deviation from this format may result in the vendor being disqualified.

Note: All inclusive individual lump sum cost means: the bottom line dollar cost for one person to take one course, including all training materials.

VENDOR REGISTRATION:

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.

BASIS OF AWARD:

In order to ensure a variety of courses are available to eligible PWS operators, OEHS will enter into open-end contracts with all vendors meeting each of the requirements included in these specifications.

INVOICES:

Vendor must invoice OEHS monthly in arrears for all courses completed during the previous month. Invoices may not be submitted more than once monthly. Monthly invoice must include a hard copy and an electronic version in Microsoft Excel in the format shown on Attachment 2 and be comprised of the following information as a minimum:

EHS90075 – Internet Based E-Training

- CEH number (i.e. CEH2007-001).
- Course name.
- CEH hours, as approved.
- Course completion date.
- Student name, first name, and middle initial.
- Student date of birth.
- Student employment by public water system identification number (PWSID#).
- Actual amount of time student spent on-line.
- Pass/fail information.

TERM OF CONTRACT:

Vendor services will be provided upon issuance of a purchase order and extend for a period of one year. Contract with vendor may be renewed upon the mutual written consent of OEHS and vendor. Such renewal will be in accordance with the terms and conditions of the original contract and will be limited to two, one-year periods. Upon annual renewal(s), vendors will be allowed to:

- Add additional courses to or remove courses from their submitted course listings with the understanding that all courses to be added have already been approved by OEHS' CEH review committee; and all requests (additions and removals) are to be submitted to OEHS at least 30 days prior to expiration of the purchase order.
- Submit an all-inclusive individual lump sum cost per course being added. This lump sum cost per course must include all associated costs for one PWS operator to complete the course listed, including the test and all required training materials.

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: _____

03/04

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

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**

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:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. 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 is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of West Virginia

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.