



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
EHS90081

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
10/22/2008				

BID OPENING DATE: 11/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	6	EA	952-90	OPEN-END BLANKET CONTRACT		
				TRAINING SESSIONS		
				OPEN END CONTRACT		
				TO PROVIDE ONE (1) WEEK (40 HOURS) TRAINING CLASSES FOR CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION FOR OPERATORS EMPLOYED BY SMALL COMMUNITY WATER SYSTEMS SERVING 3,300 OR FEWER RESIDENTS IN THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.		
0002	6	EA	952-90	REFRESHER TRAINING SESSIONS		
				TO PROVIDE ONE (1) DAY (8 HOURS) REFRESHER TRAINING CLASSES FOR CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION FOR OPERATORS EMPLOYED BY SMALL COMMUNITY WATER SYSTEMS SERVING 3,300 OR FEWER RESIDENTS IN THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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."

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**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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EXHIBIT 3						
<p>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.</p> <p>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.</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</p>						

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<p>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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF</p>						

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<p>BUSINESS ON 11/4/2008. 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> <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 EXTEND 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>						

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<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 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ NO.:-----EHS90081-----</p> <p>BID OPENING DATE:-----11/20/2008-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p>						

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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 EHS90081 ***** TOTAL: _____						

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## EHS90081 – Cross Connection Control & Backflow Prevention Training

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### 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, arranging and conducting twelve (12) Backflow Prevention Assembly Tester (BPAIT) training courses in West Virginia. These BPAIT courses will be in accordance with Title 64-Legislative Rule, Bureau for Public Health, Series 25-Certification of Backflow Prevention Assembly Testers, which requires that anyone testing backflow prevention assemblies in West Virginia must be certified (64-25-3 4) through the West Virginia Bureau for Public Health (64-25-2.2). These BPAIT courses will be free of charge to currently certified water operators employed by small community water systems serving 3,300 or fewer residents in the State of West Virginia.

### DELIVERABLES TO BE PERFORMED BY THE VENDOR

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

**DELIVERABLE #1:** Provide instructor(s) with the following qualifications:

- A. A minimum of five (5) years direct experience working in a public water system (PWS) servicing buildings for backflow prevention, determining backflow prevention requirements prior to construction, inspection, testing and repair of backflow prevention assemblies.
- B. A current West Virginia backflow prevention assembly tester certification.
- C. A minimum of three (3) years direct experience teaching the backflow prevention assembly tester initial classes.
- D. Vendor must provide documentation of the above criteria for at least one and each potential instructor to OEHS. Any additional instructors must be approved by OEHS prior to allowing them to teach.

**DELIVERABLE #2:** Develop all course materials for an:

- A. Initial, 1 week (40 hour) training class on cross connection control and backflow prevention assembly testing.
  - 1. Vendor must ensure the initial training covers the requirements of Legislative Rule 64-25-4.1.c.1. To meet the forty (40) hour requirement of 64-25-4 1.c.1,



## EHS90081 – Cross Connection Control & Backflow Prevention Training

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each initial training class must be a one (1) week (40 hour) class. The forty (40) hour requirement can be met through classroom instruction, hands on training, homework assignments, quizzes and examinations.

2. Vendor must develop and produce a hands on (practical bench testing) test or procedure to evaluate the knowledge and skills of students testing the following in accordance with American Society of Sanitary Engineers (ASSE) standards:
  - a. Double Check Valve Assembly (ASSE 1015)
  - b. Reduced Pressure Principal Assembly (ASSE 1013)
  - c. Pressure Vacuum Breaker (ASSE 1020)
3. Vendor must provide a test kit for each test bench capable of testing the backflow prevention assemblies used during the initial training classes.
4. Vendor must provide test benches with water pressure to test backflow prevention assemblies (double check-valve, reduced pressure principle, pressure vacuum breaker) for a minimum of six (6) and a maximum of twelve (12) students working in pairs per initial training class.
5. Vendor must provide examples of backflow prevention devices and assemblies that may be disassembled and assembled for instruction purposes.
6. Vendor must develop a manual which includes but is not limited to the following:
  - a. Table of Contents
  - b. Introduction to Cross-Connection and Backflow Prevention
    - o Course prerequisites
    - o Course purpose
    - o Course objectives
    - o Course structure
  - c. History of Cross-Connection and Backflow
    - o Definitions
      - Cross-connection
      - Backflow
      - Backsiphonage
      - Backpressure
      - Other related information
  - d. Case histories of Cross-Connection and Backflow
    - o Local
    - o National

## EHS90081 – Cross Connection Control & Backflow Prevention Training

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- e. Backflow prevention devices and assemblies
  - Air Gap
  - Barometric loop
  - Vacuum breakers(atmospheric and pressure)
  - Double check valve assemblies
  - Reduced pressure principle and reduced pressure detection assemblies
- f. Health hazards associated with cross-connections and backflow
- g. Auxiliary water systems
  - Residential
  - Industrial/commercial
  - Need for and WVBPH approval
- h. Fire protection
  - Class I
  - Class II
  - Class III
  - Class IV
  - Class V
  - Class VI
- i. Thermal expansion
- j. Implementing and administering a cross-connection and backflow prevention program/plan
- k. Cross-connection and backflow prevention surveys
- l. Backflow prevention assemblies testing and repair
  - Hands on bench testing and repair
  - OEHS approved test methods for double check valve assembly, reduced pressure principle assembly and pressure vacuum breaker assembly
- m. West Virginia rules and regulations (64CSR15 and 64CSR25)
- n. Appendices
  - Glossary of definitions and terms
  - List of plumbing hazards
  - List of facilities at risk for cross-connection and backflow
  - Other related information (e.g., web page addresses)
- o. The above list is representative of the content requirements of the forty (40) hour training manual, but is not all inclusive. Each numbered section must be expanded with sub-sections of material to thoroughly cover the subject matter being discussed or illustrated. Different formats or arrangements of topics are acceptable in order to provide a smooth flow and ease of learning the subject matter. Any supporting material such as trade publications, internet contacts or US Environmental Protection Agency (EPA) publications, providing additional information is acceptable.

## **EHS90081 – Cross Connection Control & Backflow Prevention Training**

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7. Vendor must develop and produce a one hundred (100) question written examination based on the initial training class to OEHS for approval within sixty (60) days of being awarded a contract.
  8. Vendor must provide an EW-75 (Application for Certification as a Backflow Prevention Assembly Inspector/Tester (BPAIT) form to each student and inform them of the proper steps for certification in West Virginia as part of the first day of each initial training class on day one. OEHS will provide successful vendor the EW-75.
  9. Vendor will provide a Cross-Connection Control and Backflow Prevention Training manual to each student designed to provide text, diagrams and written exercises and sufficiently satisfies Legislative Rule 64-25-4.1.c.1 (approved 40 hour course) and in accordance with ASSE standards. The successful vendor must submit one (1) bound hardcopy of the initial training class manual including a CDROM of electronic files to OEHS for approval within thirty (30) days of contract award.
- B. Refresher, 1 day (8 hour) training class on cross connection control and backflow prevention assembly testing.
1. Vendor's 8-hour refresher classes must be based on material covered in the initial training class. Vendor's refresher training must be a review of all chapters covered in the initial training class with the understanding that the degree of emphasis will be influenced by the time constraints of an eight (8) hour training class.
  2. Vendor must ensure that refresher classes cover the requirements Legislative Rule 64-25-4.1.c.1. This requirement can be met by the time allocated for classroom instruction, hands on training, quizzes and examinations
  3. Vendor must provide examples of backflow prevention devices and assemblies that may be disassembled and assembled for instruction purposes.
  4. Vendor must provide test benches with water pressure to test backflow prevention assemblies (double check-valve, reduced pressure principle, pressure vacuum breaker) for a minimum of six (6) and a maximum of twelve (12) students working in pairs per refresher training class.
  5. Vendor must provide a test kit for each test bench capable of testing the backflow prevention assemblies used during the refresher training class

## EHS90081 – Cross Connection Control & Backflow Prevention Training

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6. Vendor must develop and produce a hands on (practical bench testing) test or procedure to evaluate the knowledge and skills of students testing the following in accordance with American Society of Sanitary Engineers (ASSE) standards:
  - a. Double Check Valve Assembly (ASSE 1015)
  - b. Reduced Pressure Principal Assembly (ASSE 1013)
  - c. Pressure Vacuum Breaker (ASSE 1020)
  
7. Vendor must develop a manual which includes but is not limited to the following:
  - a. Table of Contents
  - b. Course outline of topics to be discussed
  - c. Theory of cross-connections and backflow
  - d. Backflow prevention devices and assemblies
  - e. Health hazards associated with cross-connections and backflow
  - f. Auxiliary water systems
  - g. Fire protection systems
  - h. Thermal expansion
  - i. Cross-connection and backflow prevention surveys
  - j. Backflow prevention assemblies testing and repair
  - k. Hands on bench testing and repair
  - l. OEHS approved test methods for:
    - o Double check valve assembly
    - o Reduced pressure principle assembly
    - o Pressure vacuum breaker assembly
  - m. West Virginia rules and regulations (64CSR15 and 64CSR25)
  - n. Review questions and exercises to be used by students reading the refresher manual prior to attending class.
  - o. The above list is representative of the content requirements of the eight (8) hour refresher training manual, but is not all inclusive. For example, each section can and should be expanded with sub-sections of material to thoroughly cover the subject matter being discussed or illustrated. Also, different formats or arrangements of topics are acceptable in order to provide a smooth flow and ease of learning the subject matter. Any supporting material such as trade publications, internet contacts or Environmental Protection Agency (EPA) publications, providing additional information is acceptable.
  
8. Vendor must develop and produce a thirty (30) question written examination based on the refresher training class to OEHS for approval within sixty (60) days of being awarded a contract.

## **EHS90081 – Cross Connection Control & Backflow Prevention Training**

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9. Vendor must provide an EW-75 (Application for Certification as a Backflow Prevention Assembly Inspector/Tester (BPAIT) form to each student and inform them of the proper steps for certification in West Virginia as part of the refresher training. OEHS will provide successful vendor the EW-75.
10. Vendor will provide a Cross-Connection and Backflow Prevention Refresher Training manual to each student designed to provide text, diagrams and written exercises that sufficiently satisfy Legislative Rule 64-25-7.2.a (approved 8 hour course) and ASSE standards. The successful vendor must submit one (1) bound hardcopy of the manual including a CDROM of electronic files to OEHS for approval within thirty (30) days of contract award.

### **DELIVERABLE #3: Course arrangements**

- A. Vendor must schedule and conduct six (6) initial training classes for cross connection control and backflow prevention assembly testing within one (1) year of being awarded a contract.
  1. Vendor must schedule and conduct at least one (1) initial training class in each of the following West Virginia locations:
    - a. Eastern West Virginia Panhandle
    - b. Northern West Virginia Panhandle
    - c. Central West Virginia
    - d. Southern West Virginia
  2. Vendor must hold remaining two (2) initial training classes at vendor's choice of West Virginia locations.
- B. Vendor must schedule and conduct six (6), eight (8) hour refresher training classes for cross connection control and backflow prevention assembly testing within one (1) year of being awarded a contract.
  1. Vendor must schedule and conduct at least one (1) refresher training class in each of the following West Virginia locations:
    - a. Eastern West Virginia Panhandle
    - b. Northern West Virginia Panhandle
    - c. Central West Virginia
    - d. Southern West Virginia
  2. Vendor must hold remaining two (2) refresher training classes at vendor's choice of West Virginia locations.

## EHS90081 – Cross Connection Control & Backflow Prevention Training

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### DELIVERABLE #4: Course administration

A. Vendor must arrange and provide overnight lodging for all students who will travel more than sixty (60) miles to attend any initial training class. It will be the vendor's responsibility to arrange and provide lodging for eligible students from Monday through Thursday (4 nights), with one student per room.

B. Vendor must arrange and provide meals for students who are eligible for overnight lodging for the initial training class as follows:

Monday:	Lunch and Dinner
Tuesday – Thursday:	Breakfast, Lunch and Dinner
Friday:	Breakfast and Lunch

C. Vendor must provide lunch for all students attending the initial and refresher training class.

D. Vendor will be responsible for managing the initial and refresher training program and each initial and refresher training class.

E. Vendor must provide a classroom in each location capable of accommodating a minimum of six (6) students (two students per bench) for each initial and refresher training class. However, vendor's classroom must be able to accommodate a maximum of twelve (12) students (two students per bench).

F. Vendor's class instructor(s) must ensure that participating students complete all phases of the initial and refresher training class which must include classroom instruction, hands on training and an examination. However, vendor's class instructor(s) is encouraged to include homework and quizzes into his/her curriculum. Vendor's instructor(s) will determine whether or not students successfully complete exercises.

G. Vendor must provide all necessary visual and audio equipment for each initial and refresher training class.

H. Vendor must develop sign-in sheets for each day of the initial and refresher training classes. Vendor must ensure that all students attending each day of class lists his/her name on sign in sheets. Vendor must attach sign-in sheets to invoice submitted to OEHS.

I. Vendor will provide the corresponding, approved initial or refresher Cross-Connection Control and Backflow Prevention Training manual to each student.

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- J. Vendor's instructor(s) must administer and score all quizzes and final written examinations. Students must score a 70% or greater to pass final examination.
- K. Vendor's instructor(s) must administer and score all hands on performance tests of backflow prevention assemblies. Students must score a 70% or greater to pass performance tests.
- L. Vendor must supply all test scores to OEHS with invoice.
- M. All operators participating in an initial training class must be pre-qualified by OEHS for eligibility. If there are any questions about operator eligibility, successful vendor must contact OEHS. Vendor will not be paid for participation of ineligible students.

### **OEHS WILL PROVIDE THE SUCCESSFUL VENDOR THE FOLLOWING:**

- A. A list of all operators eligible to participate in the program. All operators participating in an initial or refresher training class must be pre-qualified by OEHS for eligibility. If there are any questions about operator eligibility, successful vendor must contact OEHS. Vendor will not be paid for participation of ineligible students.

### **VENDOR REQUIREMENTS FOR SUBMISSION OF QUOTATION:**

- A. Vendor must be or willing to become a registered West Virginia vendor within seven (7) days of being notified by OEHS to do so.
- B. Vendors must submit the following:
  - o Documentation that vendor's instructor(s) meets eligibility requirements
  - o Breakdown of costs on Cost Sheet (page 12).

### **OEHS CRITERIA FOR DETERMINING SUCCESSFUL VENDOR:**

Neither OEHS nor vendor can foresee the number of operators that will require lodging and those that will not. OEHS will use the following method to determine the low bid vendor:

- Cost for one student to attend Initial Training Class that does require lodging, PLUS cost for one student to attend Initial Training Class that does not require lodging, PLUS cost for one student to attend Refresher Training Class. The

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vendor with the lowest total cost meeting specifications will be awarded a contract.

### **INVOICING:**

It is critical that each student be pre-qualified by comparing the applicants with the list of names provided. If an applicant does not appear on OEHS' eligibility lists, it is the selected vendor's responsibility to contact OEHS to determine eligibility of this applicant prior to allowing him/her to attend class. OEHS will not pay for ineligible students.

Invoices must be submitted following each class and include all applicable charges. An attendance list of all students must be attached on a separate page to the invoice. An invoice format will be provided for the selected vendor to use. For the Initial Training Classes, the successful vendor must document and submit evidence of students who were provided lodging and those who were not.

### **AGREEMENT TERM:**

Selected vendor services will be provided upon issuance of a purchase order. This contract may be renewed upon the mutual written consent of OEHS and vendor in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.



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**COST SHEET**

<b>Estimated Classes/ Students</b>	<b>Initial Training Class</b>	<b>Estimated Unit Cost (\$)</b>	<b>Estimated Total Cost</b>
6 each	Total cost for one student to attend 1-week (40-hour) Initial Training Class who <u>does</u> require lodging. Total cost must be for ALL costs associated with student's attendance; including training manual, training accessories, meals, lodging, etc.		
6 each	Total cost for one student to attend 1-week (40 hour) Initial Training Class who <u>does not</u> require lodging. Total cost must be for ALL costs associated with student's attendance; including training manual, training accessories, lunch, etc.		
	<b>Refresher Training Class</b>	<b>Cost (\$)</b>	
6 each	Total cost for one student to attend 1-day (8-hour) Refresher Training Class. Total cost must be for all costs associated with student's attendance including training manual, training accessories, lunch, etc.		

**Grand Total: \$ \_\_\_\_\_**

NOTE: THIS IS AN OPEN END CONTRACT. ACTUAL NUMBER OF STUDENTS ARE UNKNOWN. VENDOR WILL PROVIDE CLASSES AS REQUIRED THROUGH MUTUAL DISCUSSION WITH AGENCY STAFF PER SPECIFICATIONS

\_\_\_\_\_  
Vendor Name (printed or typed)

\_\_\_\_\_  
Authorized Vendor Representative Name (printed or typed)

\_\_\_\_\_  
Authorized Vendor Representative 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) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".

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](http://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: \_\_\_\_\_