



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

Request for Quotation

RFQ NUMBER
 EHS90087

PAGE
 1

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

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
01/30/2009				

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

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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 EHS90087 ***** TOTAL: _____						

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EHS90087 – WV Advanced Training Course & Library

SPECIFICATIONS

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

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

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

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

BACKGROUND

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

EHS90087 – WV Advanced Training Course & Library

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

DELIVERABLES TO BE PERFORMED BY THE VENDOR

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

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

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

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

EHS90087 – WV Advanced Training Course & Library

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

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

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

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

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

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

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

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

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

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

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

EHS90087 – WV Advanced Training Course & Library

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

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

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

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

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

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

Deliverable # 6: Provide maintenance.

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

OEHS WILL PROVIDE THE SUCCESSFUL VENDOR THE FOLLOWING:

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

VENDOR REQUIREMENTS FOR SUBMISSION OF QUOTATION:

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

AGREEMENT TERM:

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

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BID SHEET

Tasks (includes all components as described in specifications)	Deliverable Due Date	Vendor Quotation Cost for Task
DELIVERABLE #1: Develop a centralized, searchable West Virginia "Training Library" for both online (website) and offline (auto start CD and hard copy PDF format) that houses (stores) all available operator resources that will be produced in this project for easy access by public water system operators.	Within first 8 months of contract date	
Deliverable #2: Assemble the advanced course for West Virginia public water system operators whose systems serve populations of less than 3,300 that can be electronically accessed 24-hours per day from the data and resources developed and being stored in the West Virginia Water Help System.	Within first 8 months of contract date	\$
Deliverable #3: Test the program with an OEHS designated public water system targeted audience.	Within first 9 months of contract date	\$
Deliverable #4: Make all components of the program available not only via the Internet, but also by providing 2,000 auto-start CD-ROMs of training program, complete with packaging to OEHS for distribution. All training components are to work with minimal software and hardware requirements. (i.e. on a basic computer).	Within first 10 months of contract date	\$
Deliverable #5: Apply for Continuing Education Committee Approval in West Virginia for each lesson developed by submitting a completed <u>EW-78 WVBPH Operator Training Course Approval Application Form</u> along with all related materials in the format required by OEHS within sixty (60) days prior to the availability of a course being offered.	Within first 10 months of contract date	\$
Deliverable #6: Provide maintenance. (Please price per month x 10 months). A price quote for a 10-month period is required for the vendor quotation cost sheet for deliverable. Invoices associated with this, will have to be in arrears for services provided in the previous month.	Beginning on contract date an ongoing	\$
Deliverable #6a: Provide continued maintenance if contract renewal is needed (determined by OEHS) for year 2. (Please price per month x 12 months). A price quote for a 12-month period is required for the vendor quotation cost sheet for deliverable. Invoices associated with this, will have to be in arrears for services provided in the previous month.	Beginning on contract date an ongoing	\$

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

WVBPH OPERATOR TRAINING COURSE APPROVAL APPLICATION FORM

Course Content

Course Title:	Topic:
---------------	--------

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

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

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

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

Date and Approximate Time:	Course Cost/Fee:
----------------------------	------------------

Objectives:

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

Instructional Aids:

Instructional Approach:

References:

Course Evaluation:

*** Attach a course outline**

Date: _____

Instructor Qualification (resume may be substituted)

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

Employment (beginning with most recent)

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

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

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

Experience and/or education in topic area:

Other pertinent data on the instructor:

(Copy and attach additional sheets if necessary)

Instructor Signature

03/04

Sponsoring Organization Information

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

Description of record keeping: _____			

Sponsor Representative Signature

Date

Return completed application form to:

**CEH Training Course Applications
One Davis Square Suite 200
Capital and Washington Streets
Charleston, WV 25301 -1798**

ATTACHMENT
P.O.# EHS90087

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

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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.