



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
 EHS11007

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
 350 CAPITOL STREET, ROOM 313
 CHARLESTON, WV
 25301-1757 304-558-8582

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/29/2010				

BID OPENING DATE: 10/14/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: EHS11007						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE COMPANY DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		952-90		
ELECTRONIC INTERACTIVE TRAINING COURSES						
***** THIS IS THE END OF RFQ EHS11007 ***** TOTAL:						

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SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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

**STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET**

Vendor: _____ P.O. Date: _____

Spending Unit:
OFFICE OF ENVIRONMENTAL HEALTH SERVICES

Item No.	Quantity	Description	Unit Price	Amount
		<p>QUESTION 1: ARE QUESTIONS ASKED BY ALL VENDORS AVAILABLE FOR VIEWING? WHERE?</p> <p>RESPONSE: YES. ALL QUESTIONS ASKED WILL BE INCLUDED IN THE ADDENDUM AND THAT ADDENDUM WILL BE AVAILABLE ON THE BID BULLETIN ON THE DOA WEBSITE.</p> <p>QUESTION 2: CAN ADOBE FLASH BE USED FOR THE USER INTERFACE AND FOR COURSES? I SEE NO PROBLEM IN THE SPECIFICATIONS THAT PROHIBIT THIS EXCEPT THE REQUIREMENT TO HAVE THE CD-ROM PROGRAM WORK ON MAC COMPUTERS. RECENTLY APPLE DISCONTINUED SUPPORT FOR FLASH IN THEIR OPERATING SYSTEMS AND THIS IS NOW AN ISSUE...A RECENT DEVELOPMENT IN THE LAST 3 TO 4 MONTHS THAT MAY NOT HAVE BEEN KNOWN WHEN THE RFQ WAS PRODUCED.)</p> <p>RESPONSE: WE HAVE NO SOFTWARE SPECIFIC REQUIREMENTS, HOWEVER, FUNCTIONALITY ON BOTH A BASIC PC AND MAC REMAINS A REQUIREMENT.</p> <p>QUESTION 3: WHAT IS PREFERRED VIDEO FORMAT? CAN YOU DESIGNATE BANDWIDTH REQUIREMENTS FOR "LOW PERFORMANCE MACHINE" REQUIREMENT LISTED ON PAGE 9, SECTION C PLEASE?</p> <p>RESPONSE: AVI WOULD BE PREFERRED VIDEO FORMAT, BUT NOT A REQUIREMENT. AGAIN, NO SPECIFIC SOFTWARE REQUIREMENTS WITH THE INTENT THE FINISHED PRODUCTS WOULD FUNCTION ON BASIC COMPUTERS APPROXIMATELY 5 YEARS OLD.</p> <p>QUESTION 4: IS THERE ANY FLEXIBILITY IN THE TIME FRAME FOR PRODUCTION?</p> <p>RESPONSE: THE 1 YEAR CONTRACT TIMEFRAME IS NOT FLEXIBLE. HOWEVER, THE DELIVERABLE DUE DATES SPECIFIED IN THE BID SHEET WITH EACH TASK ARE FLEXIBLE. IF IT WILL TAKE LONGER TO DEVELOP DELIVERABLES 1, 2A-D, AND 3, IT'S OK. DELIVERABLE 4 IS BY THE 8TH MONTH TO LEAVE ADEQUATE TIME TO MAKE ANY NECESSARY CHANGES IDENTIFIED IN THE TEST WORKSHOP AND THEN PRINT/DELIVER THE FINISHED PRODUCT. THESE TASK TIMEFRAMES WERE ALSO SET UP TO ALLOW FOR AT LEAST 1 MONTH (MONTH 11) FOR PRODUCT USE AND ASSOCIATED MAINTENANCE. AS SPECIFIED, ALL WORK ASSOCIATED WITH THIS CONTRACT CANNOT BE INVOICED UNTIL COMPLETED AND IN ARREARS.</p> <p>QUESTION 5: IF UNABLE TO MEET SUGGESTED TIMELINE/SCOPE CAN ANOTHER OPTION BE PRESENTED AS AN ALTERNATE OR WILL IT BE REJECTED FOR NOT MEETING THE PROPOSED SPECIFICATIONS?</p> <p>RESPONSE: PLEASE PROVIDE YOUR SUGGESTED TIMELINE FOR COMPLETION OF ALL DELIVERABLES WITH YOUR BID IF DIFFERENT THAN BID SHEET TASKS. REMEMBER, ALL WORK ASSOCIATED WITH THIS CONTRACT MUST BE COMPLETED WITHIN 1 YEAR.</p>		

WV-38 (Rev. 01/01/07)

STATE OF WEST VIRGINIA

PURCHASE CONTINUATION SHEET

Page <u>3</u> of <u>3</u> Pages		Requisition / P.O. No.: EHS11007
File: 22	Acct. No.: SEE BELOW	
Spending Unit: OFFICE OF ENVIRONMENTAL HEALTH SERVICES		

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>QUESTION 6: CAN THE PRODUCT BE DEPLOYED AS A SINGLE AUTOSTART DVD INSTEAD OF FOUR INDIVIDUAL CD'S? (THIS WAY 4,000 COPIES OF THE ENTIRE LIBRARY WOULD BE PRODUCED INSTEAD OF FOUR PARTIAL LIBRARY CD-ROMs OF 1000 EACH).</p> <p>RESPONSE: DVD'S WERE NOT MENTIONED IN THE RFQ BECAUSE WE WANTED THE FINISHED PRODUCT TO FUNCTION ON BASIC, LOW PERFORMANCE MACHINES. PLEASE BASE YOUR BID ON CD-ROMs.</p> <p>QUESTION 7: SOME SECURITY/MAINTENANCE ISSUES ARE PRESENT WITH DEPLOYMENT OF QUIZZES/EXAMS VIA CD-ROM. WOULD IT BE POSSIBLE TO BUILD THE PROGRAM WITH ALL CONTENT AND INTERACTIONS ON WEB AND ON CD-ROM...BUT QUIZZES/EXAMS "ONLY" DEPLOYED ONLINE (NOT ON DISC)? (THIS WOULD ALLOW EASY UPDATING OF THOSE EXAMS AND GIVE THE PRODUCT A LONGER SHELF LIFE.)</p> <p>RESPONSE: NO. THIS WOULD CHANGE THE SCOPE OF THE PROJECT. PLEASE INCORPORATE ALL COMPONENTS ON STAND-ALONE CD ROMs AND WEBSITE, NOT A COMBINATION.</p> <p>QUESTION 8: DOES THE STATE INTEND TO DISQUALIFY VENDORS WHO DO NOT MEET ALL OF THE REQUIREMENTS LISTED ON PAGE 16, VENDOR REQUIREMENTS, SECTION 1.A?</p> <p>RESPONSE: ALL MANDATORY ITEMS MUST BE MET OR THE VENDOR WILL BE DISQUALIFIED.</p>		