



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
 EHS11031

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/14/2011				

BID OPENING DATE: 04/28/2011 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. TO MOVE THE BID OPENING DATE FROM 4/21/2011 TO 4/28/2011. 3. 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.: EHS11031 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. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL						

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>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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**Addendum #1
EHS11031**

Vendor Question 1:

We want to be sure we correctly understand requirements outlined in Vendor Requirements, Item 2. We have read these items and we understand you are requesting the following:

Vendor Requirements, Item 2, Bullet 1: We understand this requirement means the vendor must provide 10-12 examples of reports, letters, email, etc. demonstrating the vendor has provided direct assistance to 10-12 water systems over the last two years and these must demonstrate each of the key staff have provided water system technical, managerial or technical assistance; a total of 10-12 examples.

OEHS Response to Vendor Question 1:

The specifications require vendor to provide 10 to 12 examples of vendor assistance in technical, managerial, and/or financial areas to different water systems within the last two years.

Vendor Question 2:

We want to be sure we correctly understand requirements outlined in Vendor Requirements, Item 2. We have read these items and we understand you are requesting the following:

Vendor Requirements, Item 2, Bullet 2: We understand this requirement means the vendor must provide 10-12 examples of specific resource (e.g., training manuals, equipment, software, articles, trade publications, etc.) the vendor has provided, through its key staff, to 10-12 water systems over the last two years; a total of 10-12 examples.

OEHS Response to Vendor Question 2:

The specifications require vendor to provide 10 to 12 examples of resources used by vendor to assist different water systems within the last two years.

Vendor Question 3:

We want to be sure we correctly understand requirements outlined in Vendor Requirements, Item 2. We have read these items and we understand you are requesting the following:

Vendor Requirements, Item 2, Bullet 3: We understand this requirement means the vendor must provide a resume for each key staff member. Each staff member resume must demonstrate 2 years experience providing on-site visits assisting water systems in either the technical, managerial, or financial area. Additionally, all the vendor's resumes collectively must show 2 years experience providing technical, managerial, and financial assistance (total 6 years). Do we correctly understand what you are requiring for these three bullets? If not, would you please clarify what is wanted.

OEHS Response to Vendor Question 3:

In order to confirm that vendor's key staff has the ability and knowledge to assist community water systems in technical, managerial and financial areas of their operations, vendor must provide resumes for all key staff members. Resumes must depict a minimum of two years experience for each key staff member in the technical, managerial, or financial areas while ensuring that the minimum two year experience requirement is satisfied in all three categories. For example, one key staff person could have a minimum of two years experience in technical capacity. Another key staff person could have a minimum of two years experience in managerial capacity and one other person could have a minimum of two years experience in the financial area. Under this example, vendor satisfies the requirement of a minimum of two years

experience in all three capacity areas. Another example that will satisfy the minimum experience requirement is one key staff person could have two years experience in the technical area and an additional two years experience in the managerial capacity (4 years), while another key staff person has two years experience in the financial area. One other example that will satisfy the minimum experience requirement is one key staff person that has a minimum of two years experience in all three capacity areas (6 or more years).

Vendor Question 4:

The description of Deliverable 3 includes a requirement for Quarterly written updates/reports. However, the cost/bid sheet does not include these 12 reports in the list of deliverables. Therefore, there is no place in the Bid Price Sheet to incorporate these costs. Where does OEHS want us to include this cost in the Bid Price Sheet? Does OEHS want to modify the Bid Price Sheet to include this required deliverable?

OEHS Response to Vendor Question 4:

As reflected under "Life of Contract" in the specifications, contract will extend for one year upon award. Contract may be renewed annually for two additional one year periods upon mutual written consent of OEHS and vendor, but renewals are not guaranteed. There are four quarterly reports required in Year 1 of the contract. If the contract is renewed for a second year, four quarterly reports will be required for Year 2. If the contract is renewed for a third year, four quarterly reports will be required for Year 3. OEHS does not want to modify the Bid Price Sheet to include the required quarterly written updates/reports outlined under Deliverable 3. Vendor should be aware of all requirements outlined under Deliverable 3 and incorporate costs for completing all of the requirements of the Deliverable in the unit and total cost on the Bid Price Sheet.

Vendor Question 5:

The description of Deliverable 3 includes a written report requirement for every CWS visited be submitted to OEHS within 14 days. However, the cost/bid sheet does not mention these reports. Therefore, there is no place specified in the Bid Price Sheet to incorporate these costs. Does OEHS want us to include this cost in the Bid Price Sheet Deliverable 3 scheduling, conducting, and completing reviews of Community Water Systems? Does OEHS want to modify the Bid Price Sheet to include this required deliverable?

OEHS Response to Vendor Question 5:

OEHS does not want to modify the Bid Price Sheet to include the required written report for every CWS visited. Vendor should be aware of all requirements outlined under Deliverable 3 and incorporate costs for completing all of the requirements of the Deliverable in the unit and total cost on the Bid Price Sheet.

Vendor Question 6:

We know from experience how difficult it can be contacting water systems and setting up evaluations, especially when they involve technical, managerial, and financial evaluation. Such evaluations commonly involve 3 or 4 separate individuals from the water system. Our experience has also shown many small water systems are difficult, and sometimes impossible, to contact. When working for OEHS, Mr. Watson's Capacity Development Program staff sometimes required numerous attempts over several weeks to schedule or receive refusal for water system assessment meetings. RFQ Deliverable 2 assumes 20 CWSs/year be used when developing the non-participating CWS bid price. However, the RFQ does not provide any guidance or assumptions regarding how much vendor effort should be expended attempting to contact a CWS before referring the CWS to OEHS. This effort could involve a few phone calls over a couple days to numerous phone calls, letters, emails, etc. extending several weeks (e.g.,

one or two hours effort up to approximately a day). It is important the bidding vendors understand the degree of effort OEHS desires when developing a unit price for this deliverable.

When unable to contact or schedule an on-site WWSET review, how much effort does OEHS expect from the vendor before the CWS is referred to OEHS?

We have assumed OEHS wants the vendor to attempt 5-6 times, by phone or email only, to contact a CWS and schedule an on-site WWSET visit. Is this a proper assumption or does OEHS expect more or less vendor effort before forwarding the CWS to OEHS as refusing to participate?

OEHS Response to Vendor Question 6:

OEHS expects vendor to attempt verbal contact with the chief operator a minimum of five times and the manager of the CWS a minimum of five times over a period of four weeks before referring the system to OEHS. If vendor is unable to make verbal contact with CWS, then the attempted contact names and dates of attempted contact must be sent to OEHS for follow up with the CWS. If verbal contact is made and both individuals decline the offer to complete a survey, then the contact names, dates of contact, and a brief summary of the discussions (including reasons for refusal) must be sent to the OEHS for follow-up with the CWS.

Vendor Question 7:

Are all proposed Key Staff required to be at the initial project planning meeting?

OEHS Response to Vendor Question 7:

No. All proposed Key Staff are not required to be at the initial project planning meeting.

Vendor Question 8:

Are proposed Key Staff required to do the on-site visits with each water system?

OEHS Response to Vendor Question 8:

At least one key staff person is required to do the on-site visit with a water system.

Vendor Question 9:

Some survey questions do not apply to all systems. In other cases, the appropriate personnel may be unavailable to answer questions during the site visit. What is the maximum number of survey questions for each system that can be left unanswered and still be approved by DHHR? (For example if a system is not able to answer 10 questions out of the 59, would that be acceptable to DHHR?)

OEHS Response to Vendor Question 9:

OEHS expects all appropriate questions to be answered for a CWS. A list of required documents must be reviewed with the CWS (and sent to them) during the contact to set up the date of the on-site visit for the survey. These lists will be reviewed during the development of the work plan. Vendor may elect to receive data or documents from the CWS after the site visit. However, vendor is responsible for obtaining answers to questions before a survey is considered complete. A question may be answered "Not Applicable".

Vendor Question 10:

What is the expectation for post meeting follow-up with each system to obtain additional information that was not available during the on-site meeting? For example, is additional follow

up required to obtain answers to the 10 unanswered questions before the report can be approved by DHHR?

OEHS Response to Vendor Question 10:

Vendor is responsible for obtaining answers to all appropriate questions related to CWSs before reports can be approved by DHHR/BPH/OEHS. If questions are not appropriate to a CWS, they may be answered "Not Applicable".

Vendor Question 11:

Must the survey results to be printed on-site for each water system be printed in color?

OEHS Response to Vendor Question 11:

Yes. The on-site printed copies for the CWS must be in color.

Vendor Question 12:

Are hard copy report deliverables required in addition to the electronic Microsoft Word deliverable to DHHR? If so, how many copies of each report does DHHR require?

OEHS Response to Vendor Question 12:

DHHR/BPH/OEHS will require only one hard copy of each report in addition to the electronic Microsoft Word version.

SIGN IN SHEET

Request for Proposal No. EHS 11031

PLEASE PRINT

Date: 4/5/11

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	Mountain Env. Services	P.O. Box 6064	PHONE (304) 293 1191 TOLL FREE
Rep:	Genevieve Turner / Tracey Stott	WIDEWATERWAY, WV 26656	FAX (304) 293-3161
Email Address:	genevieve.turner@mountainenv.com	WEST VIRGINIA UNIV.	
Company:	Regin 4 Planning & Development Council	885 Bardo Street Suite 100	PHONE (304) 82-4470 XT-202 TOLL FREE
Rep:	W.D. Smith	Summerside WV 26051	FAX (304) 82-7612
Email Address:	w4wds@franklin.com		
Company:	Region I Planning and Dev Council	1439 E MAIN ST, SUITE #3	PHONE (304) 431-7225 TOLL FREE
Rep:	DAVID N. Cole	Pinckton, WV 26420	FAX (304) 431-7235
Email Address:	davidcole@regiononepa.org		
Company:	TERRA TECH INC.	803 QUARRIER STREET SUITE 400	PHONE 304-414-0054 TOLL FREE
Rep:	Jon C. Ludwine	CHARLESTON WV 25301	FAX 304-720-2334
Email Address:	jon.ludwine@tetradtech.com		
Company:	WV Rural Water Association	100 young Street	PHONE 304-201-1689 TOLL FREE
Rep:	Deborah L. Britt	Scott Depot, WV 25560	PHONE 800-339-4513 FAX 304-201-1694
Email Address:	debbiebritt@wvnet.net		

SIGN IN SHEET

Request for Proposal No. EKS 11031

PLEASE PRINT

Date: _____

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV Community Action Partnership</u> Rep: <u>Lewis Dan Pawley</u> Email Address: <u>dpawley@westvirginia.com</u>	<u>WV RAMP</u> <u>12 C Sunset View</u> <u>Bridgeport WV 26330</u>	PHONE (304) 842-9287 TOLL FREE FAX (304) 842-5727
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____



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