



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
DEP15540

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION,
 DEPARTMENT OF
 DIV OF WATER AND WASTE MGT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/22/2011				

BID OPENING DATE: 09/20/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-60		
<p>PUBLIC OPINION SURVEY SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO DESIGN, CONDUCT, ANALYZE AND REPORT THE RESULTS OF A MAJOR TELEPHONE SURVEY OF WEST VIRGINIA RESIDENTS RELATING TO THE EXTENT OF ALGAE GROWTH THAT IMPAIRS RECREATIONAL USE OPPORTUNITIES IN WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS WILL BE ACCEPTED BY THE BUYER, CHUCK BOWMAN, UNTIL 5:00 PM ON FRIDAY, SEPTEMBER 9, 2011. QUESTIONS MUST BE SUBMITTED IN WRITING VIA FAX TO: 304.558.4115 OR BY E-MAIL TO: CHARLES.A.BOWMANJR@WV GOV</p> <p>WRITTEN SUBMITTED QUESTION REQUESTS MUST IDENTIFY THE RFQ# AND CONTAIN VENDOR CONTACT INFORMATION IN CASE THE BUYER REQUIRES CLARIFICATION.</p> <p>THE PURCHASING DIVISION IS NOT RESPONSIBLE FOR FAILED OR INCOMPLETE TRANSMISSIONS. QUESTIONS RECEIVED AFTER THE 09/09/11, 5:00 PM DEADLINE MAY OR MAY NOT BE CONSIDERED AT THE DESCRETION OF THE PURCHASING DIRECTOR.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

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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 Department of Administration
 Purchasing Division
 2019 Washington Street East
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BID OPENING DATE: 09/20/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>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: CB-23</p> <p>RFQ. NO.: DEP15540</p> <p>BID OPENING DATE: 09/20/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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DEP15540
2011 West Virginia Algae Designated Use Impairment Study
Specifications

AREA OF WORK/BID AWARD

The West Virginia Department of Environmental Protection (DEP) is seeking bids to design, conduct, analyze, and report the results of a survey that determines the extent of excessive algae growth that impairs recreational use opportunities, such as fishing, swimming, and boating. DEP anticipates the vendor will conduct the survey during the summer/fall of 2011 to accomplish the overall goal of quantifying the levels of algae that impair recreational uses.

SCOPE

Major objectives of this survey will be to identify and quantitatively:

1. Estimate the extent of filamentous algae and/or rooted aquatic vegetation that would impair recreational opportunities in West Virginia waters;
2. Estimate the various levels of filamentous algae and/or rooted aquatic vegetation cover that would be considered "acceptable" in West Virginia waters;
3. Provide DEP with quantitative data results that can be used to correlate the relationships of filamentous algae cover to numeric parameters.

The following outlines the specific requirements a vendor will need to adhere to if selected.

Survey Structure

DEP believes a survey structure will be based around a universal module consisting of several broad questions associated with a range of visual images administered to all interviewees. Survey modules designed for specific subpopulations may be subsequently administered in the same interview dependent upon the final survey design. This structure should maximize efficiency and meet the potential multiple objectives of the survey. DEP assumes a phone based interview approach, paired with visual media, would be best

suited to meet the objectives of this survey, but is willing to consider other approaches. DEP will work with the selected vendor to develop specific questions administered during the survey and the final survey design.

Survey Design

The vendor will be responsible for developing all aspects of the survey instrument to meet the survey objectives. To that end, the selected vendor will coordinate development of the survey instrument with a survey liaison team designated by the DEP. The vendor will pretest the survey instrument before submitting it to DEP for final approval. The survey instrument should be designed to limit the amount of time and/or effort a participating interviewee will invest. If utilizing a phone based interview design, the vendor will subsequently enter the tested and approved survey instrument into a computer assisted telephone interview (CATI) system to be supplied by the vendor. Because portions of the survey may only be administered to certain subpopulations, the CATI system supplied by the selected vendor must be able to automatically skip, code, and/or substitute phrases in the survey based upon previous responses to ensure that the correct questions are asked among subpopulations and to protect the integrity of the data collection. If not utilizing a phone based system, a comparable system must be incorporated into the design that meets all of the above requirements and maintains the integrity of the data.

Survey Sample

The vendor will be responsible for generating a statistically representative sample for the survey from among the population of West Virginia residents. To maintain the representativeness of the sample and to obtain an accurate response rate for the survey, "double screening," or calling or notifying potential respondents by asking them if they would like to participate in a survey and then later contacting only those who said that they would participate and recording the rate at which these people responded, will not be accepted for the administration of this survey.

Survey Implementation

The vendor will be responsible for implementing the approved survey instrument utilizing a CATI system or approved comparable system. Implementation of the survey instrument will continue until an adequate amount of respondents have been surveyed and usable results obtained. The threshold of what defines the "adequate amount of respondents" will be agreed upon during the survey design period.

If the survey design is phone based, the vendor must have professional interviewers who have been trained according to the standards of the Council of American Survey Research Organizations and who are randomly monitored

while administering the survey. A low supervisor to interviewer ratio, no less than one supervisor for every five interviewers, is required. The interviewer ratio requirements are necessary to maintain quality control over the data collection process. If submitting a design that does not incorporate a phone/interview approach and utilizes another approach (e.g. internet based approach), the vendor must submit a plan that sufficiently outlines quality assurance/quality control procedures that maintain strict quality control over the data collection process.

Survey Analysis

The vendor will be responsible for the analysis of the survey results. DEP requires the selected vendor to create graphs or similar visual displays that correspond with each question for easy review and visual display of all survey data.

While it is important to know what West Virginians think about the issues addressed in this survey, it is also important to understand the statistical relationship among the variables. Therefore, the selected vendor will be required to run cross-tabulations to examine how each variable relates to every other variable in the survey (all of the questions in the survey are compared to all of the other questions in the survey, including level of degree), as well as a statistical z-score test to determine which variables are positively or negatively related. For instance, in a typical project there are between 50,000 and 100,000 unique comparisons to be assessed for statistical significance and concisely summarized. The selected vendor must calculate the z-score test using the equation below.

$$z = \frac{(p_1 - p_2)}{\sqrt{p(1-p) \left[\frac{1}{n_1} + \frac{1}{n_2} \right]}}$$

where:

n_1 represents the number of observations in Group 1.

n_2 represents the number of observations in Group 2.

$p_1 = a/(a + b) = a/n_1$ and represents the proportion of observations in Group 1 that falls in Cell a. It is employed to estimate the population proportion Π_1 (% of Group 1 who had specific characteristic).

$p_2 = c/(c + d) = c/n_2$ and represents the proportion of observations in Group 2 that falls in Cell c. It is employed to estimate the population proportion Π_2 (% of Group 2 who had specific characteristic).

$p = (a + c)/(n_1 + n_2) = (a + c)/n$ and is a pooled estimate of the proportion of respondents who had specific characteristic in the underlying population.

(Equation from *Handbook of Parametric and Nonparametric Statistical Procedures*, 2nd Edition by David J. Sheskin. © 2000, Chapman & Hall/CRC, Boca Raton, FL.)

The statistically significant variables must be presented in a table displaying the variables in order by the strength of the correlation (sorted by ascending strength) and only significant z-scores, accompanied by notation indicating one of the three levels of significance, should be displayed ($p < 0.05$, $p < 0.01$, $p < 0.001$).

Survey Schedule and Reporting

DEP anticipates the survey will be conducted in the summer/fall of 2011. Upon selection of the vendor, DEP will finalize a schedule for survey deliverables and milestones. Once the survey is completed, the selected vendor will submit to DEP paper and electronic versions of a preliminary report containing a basic compilation of the response data and electronic version of the raw response data from the survey. After a preliminary review and consultation with DEP, the vendor will then submit paper and electronic versions (MS Word, Excel) of the final survey report containing compiled data, cross-tabulations, and statistical significance levels for cross-tabulations, analyses and interpretations of the survey response data. Applicable due dates for each deliverable will be included in the finalized schedule.

Survey Administration

DEP will work closely with the vendor in both the development of the survey and schedule of deliverables. The vendor will be responsible for submitting and meeting all agreed upon deliverables. DEP will not be held responsible for late billing, and therefore payment, if the vendor does not submit deliverables on time and/or meeting milestones as outlined in the schedule. The vendor shall not subcontract any work or services associated with this survey to any other person, company, corporation, firm, organization or agency without prior written approval of DEP. The vendor agrees that any and all data, analyses, materials, reports or other information, oral or written (except for information which has been made publicly available) be treated as confidential and shall not be utilized, released, published, or disclosed, at any time for any purpose whatsoever other than to provide consultation or other service to DEP.

Vendor Qualifications

To be considered for this contract, vendors must demonstrate at least ten years of extensive experience in measuring public participation and attitudes toward various water and/or wildlife related recreational opportunities. Documentation of that experience must be supplied with the vendor's bid and must specifically include the following information:

1. Summaries of and references from five prior projects similar in nature to the major objectives listed above. Similar projects should have included the measurement of recreational opportunities and/or similar outdoor activities and included quantifiable results.
2. Of these five projects, three must have some focus on the measurement of aquatic use impacts on a large scale (state or multi-state wide) basis.
3. Scientific publication of results in a peer reviewed journal from at least one study conducted for a state or federal agency. This requirement may be fulfilled if a state or federal agency used the vendor's data in a peer reviewed publication.

**DEP15540
BID SCHEDULE**

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1 LS	Telephone Survey	\$ _____	\$ _____
TOTAL \$				
Authorized Signature: _____ Date: _____				

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____ 20____

My Commission expires _____, 20 _____

AFFIX SEAL HERE

NOTARY PUBLIC _____