



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
EHS13016

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

HEALTH AND HUMAN RESOURCES  
 BPH ENVIRO HLTH SERVICES  
 350 CAPITOL STREET, ROOM 313  
 CHARLESTON, WV  
 25301-1757 304-558-8582

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/17/2012				

BID OPENING DATE: 06/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	30	EA		952-90		
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU PUBLIC HEALTH CENTRAL FINANCE REQUEST A QUOTE TO PROVIDE AN OPEN-END CONTRACT TO COORDINATE AND CONDUCT SIX (6) WEST VIRGINIA UTILITIES MANAGEMENT INSTITUTE TRAINING MODULES PER THE ATTACHED SPECIFICATIONS.</p> <p>***BID OPENING: JUNE 21, 2012 @ 1:30 PM</p> <p>LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>COURSE MATERIALS COST PER STUDENT</p> <p>TO PROVIDE AN OPEN END CONTRACT FOR THE COORDINATING AND CONDUCTING SIX (6) WEST VIRGINIA UTILITIES MANAGEMENT INSTITUTE TRAINING MODULES PER THE ATTACHED SPECS.</p> <p><b>SEE LINE ITEMS 2 THRU 7 NOTED BELOW</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE</p>						

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<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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</p>						

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				AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.  REV. 01/17/2012  ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.  INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 06/05/2012. 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 DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311  FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV  PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE		

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<p>AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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>						

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				RFQ. NO.:	BHS13016	
				BID OPENING DATE:	JUNE 21, 2012	
				BID OPENING TIME:	1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
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0002	30	EA		952-90		
MODULE ONE - COST PER STUDENT						
0003	30	EA		952-90		
MODULE TWO - COST PER STUDENT						

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				MODULET THREE - COST PER STUDENT		
0005	30	EA		952-90		
				MODULE FOUR - COST PER STUDENT		
0006	30	EA		952-90		
				MODULE FIVE - COST PER STUDENT		
0007		EA		952-90		
				MODULE SIX - COST PER STUDENT		

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## EHS13016-West Virginia Utilities Management Institute

### BACKGROUND

Safe, reliable drinking water is essential to the protection of public health. Drinking water systems face many challenges in meeting the public health protection standards that ensure safe drinking water. Properly trained utility managers are essential to ensure that West Virginia's drinking water systems remain viable.

Most public drinking water systems in West Virginia serve 10,000 or fewer customers; these small systems frequently have a limited understanding of the requirements to properly manage, fund, and operate their water system because they cannot afford to hire experienced utility managers.

Drinking water systems that are not properly managed experience:

- Deteriorated Infrastructure
- Increased water loss
- Increased operating expenses
- Poor customer service
- Unreliable operation
- Health threats from unsafe drinking water

The Bureau for Public Health (BPH) implements West Virginia's Capacity and Development Program (CDP) with the mandate of helping West Virginia water systems acquire and maintain the Technical, Managerial, and Financial (TMF) capacities necessary to meet the requirements of public drinking water statutes and regulations. The BPH developed a 6-module training program, the "West Virginia Utility Management Institute (WVUMI)," to provide utility personnel with the information and technical skills necessary to improve TMF capacities for their system. The Bureau for Public Health is seeking a vendor with knowledge of and five (5) years experience in working with water utilities to participate in an open end contract to conduct the 6 module training course for utility managers.

**EHS13016-West Virginia Utilities Management Institute**  
**(WVUMI)**  
**Deliverables to be Performed by Vendor**

The successful vendor shall perform the specified mandatory deliverables according to specifications and within the time frame specified.

**Deliverables**

- I. Vendor shall arrange and conduct six (6) modules of training of the program "West Virginia Utility Management Institute" (WVUMI) within twelve (12) months of the award of the contract. The vendor will provide the Office of Environmental Health the training schedule within sixty (60) days of the award of the contract, with the first class starting within ninety (90) days of the award of the contract.
  - a. The instruction facility must be a classroom scenario .
  - b. Modules shall vary in days of training necessary to complete said modules:
    - i. Module 1-Three (3) days
    - ii. Module 2-Two (2) days
    - iii. Module 3-Two (2) days
    - iv. Module 4-Two (2) days
    - v. Module 5-One (1) day
    - vi. Module 6-One (1) day
  - c. Vendor will provide all equipment necessary for presenting the course including, but not limited to:
    - i. Audio-Visual Equipment
    - ii. Training Aids and Props (Reference attached "List of Training Aids and Props Provided by Vendor for each WVUMI Module" in this RFQ for supplies required.)
  - d. Vendor will provide three (3) ring binder of printed course material for each student.
  - e. The master copies of the course material will be provided to the low bid successful vendor. (Reference "Module Training Materials to be Printed by Vendor for Each Participant" in this RFQ for bidding purposes the number of copies of slides and handouts is provided.)
  - f. Outsourced publications must be obtained and provided by vendor for each participant. (Reference "WVUMI "List of Publications to be Obtained by Vendor and Copies Provided to each Participant" in this RFQ.)

Attached to this RFQ is "Trainer's Information for the West Virginia Utility Management Institute" as an overview of the six modules to reference materials and props.

- II. In addition to providing a training schedule to the Office of Environmental Health Services within sixty (60) days of the award of contract, the vendor will also:
- a. Advertise course availability by posting schedule on its website. The posting will be available on the website within five days of submission of the training schedule to Office of Environmental Health Services and remain posted until ten (10) days prior to the first module.
  - b. Develop and distribute one printed mass mailing to target public water system audience.
  - c. Register participants in the WVUMI training course, method of registration is to be chosen by the vendor.
- III. West Virginia Utility Management Institute Training must be held according to the days required for:
- One day modules will be on held Saturday
  - Two day modules will be held Saturday-Sunday
  - Three day modules will be held Friday-Saturday-Sunday
- IV. The modules will be offered at no cost to the participants. The participants will be responsible for their own travel, lodging, and meals. Vendor shall provide lunch on training day.
- a. Vendor will develop and provide sign in sheets, (photo identification required) for each day of each module.
  - b. Vendor will provide copies of sign in sheets to Office of Environmental Health Services within 30 days following module completion.
- V. Each module will have six to six and one half (6-6½) hours of instruction in one (1) day with one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon. Lunch will last at least forty-five (45) minutes and no longer than sixty (60) minutes.
- a. Vendor will provide beverages, (coffee, tea, water, soft drinks, creamers, sugars, sugar substitute) at the beginning of the training days, and will have the drinks refreshed and restocked for both breaks.
  - b. Vendor will provide lunch. Lunch will consist of a minimum of choices of deli-style sandwiches including:
    - Meats
    - Breads
    - Cheeses
    - Lettuce
    - Tomatoes
    - CondimentsIn addition to deli-style sandwiches, lunch will include a minimum of:
    - Chips

Beverages (coffee, tea, water, soft drinks, creamers, sugars, sugar substitute)

Dessert

- VI. Participants must complete all training days of all six (6) modules to successfully complete the WVUMI training program.
- a. Upon successful completion of each module, and entire course, the vendor will develop and distribute certificates of completion and course evaluation forms to each participant within 30 days of module and course completion. Please note: Any participant that does not complete modules in full will not be considered as successfully completing the WVUMI training program, there are no "make-up" sessions taken into consideration at this time. Participants that do miss a module(s) are encouraged to continue and finish remaining modules of the course.
  - b. Course evaluation forms will be submitted to Office of Environmental Health Services with invoice within 30 days of course completion.
- VII. Vendor will schedule each WVUMI module per the following criteria:
- a. Each session will be restricted to thirty (30) students maximum, five (5) students minimum. Enrollment will be based on a first come, first serve basis upon registration for the course.
  - b. Vendor will make provisions, i.e. training materials, meals, hospitality, for one Office of Environmental Health Services employee that will monitor each module, at the OEHS office discretion.
  - c. If the minimum number of participants is not obtained through pre-registration seven (7) calendar days prior to a scheduled module, the Office of Environmental Health Services reserves the right to cancel the module.
- VIII. Vendor will provide an instructor(s) for conducting WVUMI training modules meeting the following criteria:
- a. A minimum of five (5) years employment in the drinking water industry to demonstrate background knowledge of water system operations and management, including asset management, capital improvement planning, budgeting, personnel, standard operating procedures, operations and maintenance planning.
  - b. A minimum of one (1) year classroom instruction experience. Vendor must submit documentation of instructor resume with signed Request for Quotation.



OEHS Contribution to Deliverables

- I. Provide upon request, information for mass mailing to the vendor.
- II. Provide six (6) module electronic, CD format and hard copy binder training material master set to the vendor.

Vendor Registration

The successful vendor must be in good standing with the WV Secretary of State's office, the WV Bureau of Employment for Employment Programs and be registered with the State of WV, Division of Purchasing before a purchase order can be issued. Registration with the Secretary of State's office and Purchasing Division is not required to submit a bid.

Invoicing

Upon award, the successful vendor will submit invoices in arrears, to the Office of Environmental Health Services at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. The invoices will be in a form approved by the Office of Environmental Health Services and will include a breakdown of costs, attendance sign-in sheets and completed course evaluations. The vendor will be responsible for payment of all subcontracts, staff and any other staff contracted to provide services. State law forbids payment of invoices prior to receipt of services. The Office of Environmental Health Services reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified of deficiencies within fifteen (15) days of receipt of the invoice.

Record Retention (Access and Confidentiality)

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance and documentation to verify any cost of services or commodities rendered under this contract by vendor. The vendor shall maintain records a minimum of five (5) years and make available all records to the Office of Environmental Health Services personnel at vendor's location during normal business hours upon written request by the Office of Environmental Health Services within ten (10) days after the receipt of the request.

Notice

- I. Partial quotations will not be considered. Vendor must be able to provide all deliverables.
- II. Vendor must provide its instructor(s) drinking water industry employment and classroom instruction experiences as referenced under Deliverables VIII a-b.
- III. Vendor's quotation shall include a breakdown of costs on the attached "Cost Sheet" per the following criteria:
  - a. Price per student for course materials.
  - b. Price per student for each of the six (6) modules.
- IV. Award will be based on lowest bidder meeting all specifications.

EHS13016List of Training Aids and Props Provided by Vendor for each WVUMI Module:

## Module 1

- Day 1
  - Large map of West Virginia (minimum 4'x4')
  - Small removable dot labels in 4 colors
  - Clear glass of water
  - 12" inflatable earth balloon or ball
  - Clear measuring cup
  - 1 liter beaker
  - 10 ml graduated cylinder
  - An eye dropper
  - Computer with Internet access and projector for viewing of "You Tube Video"
  - Bowl of almonds
- Day 2
  - Large Map of West Virginia (minimum 4'x4')
  - Smallest post-it notes in 4 colors
  - Cards of "The Roles We play" on colored paper or card stock
  - Self-sticking, removable labels in 2 colors (preferable red and green)
  - Most recent rates for WV water and wastewater utilities, available on WV Public Service Commission website
- Day 3
  - Table or bulletin board to display customer communications materials
  - Clear glass of water
  - Flip chart or White board and markers
  - Examples of effective public relations materials developed for or by a small utility
  - Examples of American Water Works Association bill stuffers or equivalent from another source

## Module 2

- Day 1
  - Large map of West Virginia (minimum 4'x4')
  - Small, removable dot labels in 4 colors
  - Examples of any brochures and/or fact sheets on selected water and wastewater grant and loan programs, as available
  - Trainer's Manual for West Virginia Utility Management Institute 101 course
- Day 2
  - Trainer's Manual for West Virginia Utility Management Institute 101 course

**Module 3**

- **Day 1**
  - **Trainer's Manual for West Virginia Utility Management Institute 101 course**
  - **Large map of West Virginia (minimum 4'x4')**
  - **Web accessible computer linked to a projector to overview software**
  - **CUPSS (Check Up Program for Small Systems) Software**
- **Day 2**
  - **WV Purchasing Division Procedures Handbook**

**Module 4**

- **Day 1**
  - **Bulletin board**
  - **Push pins**
  - **4"x6" Index cards**
  - **Pens**
  - **Trainer's Manual for West Virginia Utility Management Institute 101 course**
  - **A Guide to the WV Ethics Act**
- **Day 2**
  - **Bulletin board**
  - **Map of West Virginia (minimum 4'x4')**
  - **Push pins**
  - **4"x 6" Index cards**
  - **Pens**
  - **Development Guidelines for Personnel Policies and Procedures – Kentucky Rural Water Association**
  - **Trainer's Manual for West Virginia Utility Management Institute 101 course**

**Module 5**

- **Trainer's Manual for West Virginia Utility Management Institute 101 course**
- **Bulletin board**
- **Push pins**
- **Index cards**
- **Pens**

**Module 6**

- **Bulletin board (labeled public relations)**
- **Push pins**
- **Trainer's Manual for West Virginia Utility Management Institute 101 course**
- **Public Relations for Rural and Small Water Systems – National Rural Water Association**
- **The Water Board Bible: The Handbook of Modern Utility Management – Kansas Rural Water Association**



EHS13016Module Training Materials to be Printed by Vendor for each Participant**Module 1:**

- **Day 1**
  - 49 slides with 3 slides per printed page, double sided pages = 9 pages
  - 6 handouts = 9 pages
- **Day 2**
  - 28 slides with 3 slides per printed page, double sided pages = 5 pages
  - 3 handouts with a total of 14 pages, double sided pages = 7 pages
- **Day 3**
  - 26 slides with 3 slides per printed page, double sided pages = 5 pages
  - 4 handouts with a total of 6 pages = 3 pages
  - References: 7 pages with double sided pages = 4 pages
  - Evaluation: one 2 sided page = 1 page

**Module 2:**

- **Day 1**
  - 68 slides with 3 slides per printed page, double sided pages = 12 pages
  - 1 handout, 2 sided = 1 page
- **Day 2**
  - 48 slides with 3 slides per printed page, double sided pages = 8 pages
  - 2 handouts with a total of 3 pages, double sided pages = 2 pages
  - References: 4 pages, double sided pages = 2 pages
  - Evaluation: one 2 sided page = 1 page

**Module 3:**

- **Day 1**
  - 52 slides with 3 slides per printed page, double sided pages = 7 pages
  - 1 handout, 5 pages in length, double sided pages = 3 pages
- **Day 2**
  - 38 slides with 3 slides per printed page, double sided pages = 7 pages
  - 5 handouts with a total of 10 pages, double sided pages = 5 pages
  - References: 2 pages with 2 sided = 1 page
  - Evaluation: one 2 sided page = 1 page

**Module 4:**

- **Day 1**
  - 43 slides with 3 slides per printed page, double sided pages = 8 pages
  - 9 handouts with a total of 12 pages, double sided = 6 pages

- Utility Job Descriptions (listed as optional but required for distribution): 14 pages, double sided pages = 7 pages
- Day 2
  - 22 slides with 3 slides per printed page, double sided pages = 4 pages
  - 10 handouts with a total of 20 pages, 2 sided pages = 10 pages
  - References: 1 page
  - Evaluation: 1 double sided page = 1 page

**Module 5**

- 35 slides with 3 slides per printed page, double sided pages = 6 pages
- 7 handouts with a total of 15 pages, 2 sided pages = 7 pages
- References: 4 pages, 2 sided = 2 pages
- Evaluation: one 2 sided page = 1 page

**Module 6**

- 23 slides with 3 slides per printed page, double sided pages = 4 pages
- 3 Handouts with a total of 4 pages, double sided pages = 2 pages
- References: 1 page
- Evaluation: one 2 sided page = 1 page

**Total 154 Pages**

## Trainer's Information for the West Virginia Utility Management Institute

The Utility Management Institute is a six-module training curriculum intended to be used by trainers to provide 11 days of training to managers of drinking water and wastewater systems in West Virginia. The course manuals are intended to be used by trainers. They include background information on the topics to be discussed, lists of materials needed by the trainer, materials needed by the students, copies of handouts, and thumbnails of the PowerPoint slides. Materials are arranged in the order of presentation. Additional information for trainers is included in the manuals.

Electronic files are included on CDs that accompany the manuals. The electronic files include: PowerPoint files of all supporting slide presentations, PDFs of the modules (in two forms, high resolution files that can be used to print the modules and compressed files that are more suitable for emailing), and reference materials (in PDF or Word form are also included for each module).

Students are intended to receive copies of the handouts identified in the manuals, copies of all PowerPoint slides with room for notes, and copies of the Reference/Resources section for each course plus any supplemental materials. Trainers can choose to put together course binders ahead of time or pass out materials during the class so long as the materials are already hole punched.

It should be noted that the courses, as currently structured, rely on a set of supplemental booklets that are not currently available electronically. These include the five booklets of the Water Board Bible series developed by the Kansas Rural Water Association (KRWA). They are available through the KRWA website at: <http://www.krwa.net/krwa/estore/store.asp>, phone: 785-336-3760. They are also available through Amazon. Some of the booklets are used in more than one course. Other materials available only in paper include the National Rural Water Association publication, "Water Rates: Information for Decision Makers," available through the National Environmental Services Center. Call 800-624-8301 to request product number DWBLTR05. Trainers can print the PSC rules pertinent to water and wastewater utilities using the files included on the CDs.

The following lists provide suggested supplies and materials needed by the trainer; materials needed by the students; and materials or information participants are requested to bring to class. The latter category may include booklets that students received in a previous class or information about their utilities, such as a copy of their Consumer Confidence Report or current rates, for purposes of discussion. The attachments are intended to provide trainers a consolidated list of information on what materials are needed for all the courses.

## West Virginia Utility Management Institute

List of publications to be obtained by vendor and copies provided to each participant:

- *The Water Board Bible: The Handbook of Modern Utility Management*
- *Financial Accounting Guide for Small Water Utilities* (Vol. 3 of Water Board Bible series)
- *Water Rates: Information for Decision Makers: Rural and Small Systems Training Guide* (NRWA)
- *Practical Personnel Management for Small Systems* (Vol. 2 of Water Board Bible series)
- *A Guide to WV Ethics Act* – downloadable through the WV Ethics Commission website
- *Customers and You: Practical Communications for Small Systems* (Vol. 4 of Water Board Bible series)
- *Summary of West Virginia Public Service Commission*
- *National Characteristics of Drinking Water Systems serving Populations Under 10,000* – US EPA publication
- *Community Water System Survey, Vol. 1, Overview* – US EPA publication
- *Factoids: Drinking Water and Ground Water Statistics* – US EPA Publication
- *Getting Results from Your Experts* – Vol. 5 in the Water Board Bible Series
- *64CSR4, "Public Water System Operator Regulations"*
- *64CSR5, "Wastewater Treatment Works and Operators"*

List of publications included in the training packet to be copied and provided to each participant:

- *NESC Tech Brief, "Treatment Technologies for Small Drinking Water Systems"* (Note: 2 pages)
- *NESC Tech Brief, "Filtration"* (Note: 4 pages)
- *NESC Tech Brief, "Membrane Filtration"* (Note: 8 pages)
- *West Virginia's Capacity Development Strategy* (Note: 78 pages)



**EHS13016 West Virginia Utilities Management Institute  
Cost Quotation Sheet**

**0020**

Quotation Based on Maximum 30 Students	30	Unit price per student	Student total cost
Course Materials Cost Per Student	30	\$	\$
Module One (1) Cost Per Student	30	\$	\$
Module Two (2) Cost Per Student	30	\$	\$
Module Three (3) Cost Per Student	30	\$	\$
Module Four (4) Cost Per Student	30	\$	\$
Module Five (5) Cost Per Student	30	\$	\$
Module Six (6) Cost Per Student	30	\$	\$
Grand Total (Training Materials + Six (6) Modules) per Student Evaluation Based on Maximum Capacity of 30 Students			\$

Vendor with the low bid, meeting specifications will be awarded the contract.

Vendor Name \_\_\_\_\_ Signature \_\_\_\_\_

Vendor Contact \_\_\_\_\_ Date \_\_\_\_\_

Vendor Telephone \_\_\_\_\_ Vendor Email: \_\_\_\_\_

Vendor Fax \_\_\_\_\_

Vendor Remit to Address \_\_\_\_\_

\_\_\_\_\_

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

0022

# 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 owed 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 exceed 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** \_\_\_\_\_