



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
EDD267301

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

Joshua M. Asbury
 203 Canyon Village
 Morgantown, WV 26508

304-619-8582

DEPARTMENT OF EDUCATION

BUILDING 6
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0330

DATE PRINTED 01/24/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/07/2007		BID OPENING TIME		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		924-10		
CONSULTING, EDUCATIONAL						
OPEN END CONTRACT						
TO SECURE THE SERVICES OF A LEARN AND SERVE TRAINING SPECIALIST FOR THE WEST VIRGINIA DEPARTMENT OF EDUCATION PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL 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						

RECEIVED
 2007 FEB -5 P 1:41
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joshua M. Asbury</i>	TELEPHONE 304-619-8582	DATE 2/4/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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	(1) YEAR PERIODS..					
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN..</p> <p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> 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</p> <p><input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

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<p>CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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</p>						

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<p>PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <u>Joshua M. Asbury</u></p> <p>DATE: <u>2/14/07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: _____</p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <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: 43</p> <p>RFQ NO.: EDD267301</p> <p>BID OPENING DATE: 02/07/2007</p> <p>BID OPENING TIME: 1:30 P.M</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: right;">304-765-0392</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						
***** THIS IS THE END OF RFQ EDD267301 ***** TOTAL: \$ 24.04 per hr. Based on 1040 hours annually <u>OR</u> lump sum of \$25,000.00 / Year						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James M. Oley</i>	TELEPHONE 304-619-8582	DATE 2/14/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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SPECIFICATIONS

Consultant for the West Virginia Department of Education

to serve as a *Learn & Serve Training Specialist* beginning upon award and extending for a period of one year (1 year with two possible 1 year renewals at the same annual rate upon successful performance) to meet the WV requirements of a three-year federal grant with the Corporation for National and Community Service (CNCS) and the successful vendor must perform the following duties:

- 1 Arrange on-site sub-grantee consultation visits to provide in-depth training to statewide WV students, teachers, administrators, parents and community partners to expand and strengthen service-learning, teambuilding, diversity, communication, leadership, character education, community and faith-based programming, homeland security, anger management/tolerance, multi-cultural awareness/cultural awareness, reading and writing focused service-learning projects, art (music, singing, theater, painting, drawing), and healthy lifestyles (obesity, wellness, etc);
- 2 Train at least 40 K-12 students and 50 adults per year;
- 3 Develop Learn & Serve written materials, and a monthly newsletter as part of contract;
- 4 Train at least two classroom teachers for each sub-grantee (16 in 2007) to serve as Service-Learning Teachers (SLTs) and two students to serve as WV Youth Action Council (WVYAC) members during each academic school year in service-learning 101 techniques including rationale, benefits, reflection, curriculum integration, and how to create effective teambuilding activities, community partnerships and collaborations and orientation sessions, and monitor and evaluate the integration of at least one service-learning project into their classroom curriculum through developing , planning and completing objectives tied directly to their class goals;
- 5 Assist in monitoring and evaluation (WVDE form) each sub-grantees' student experiences of coordinating and completing a service-learning project of their own design in neighborhood improvement based upon student research of the needs in their community;
- 6 Work with WVDE to plan, coordinate and operate the annual three-day, statewide Learn & Serve Workshop involving training to students, teachers, administrators, community-based personnel and/or faith-based personnel
- 7 Write and compile semi-annual progress reports (WVDE form) and materials for the WV K-12 Service Learning Program as needed

Requirements

Vendor must have a minimum of a Masters degree
Vendor must have a minimum of five-years experience working with Learn & Serve educational programs

Funding

Position contingent upon receipt of federal funding

Cost

Vendors are asked to submit an hourly rate computed to include all incidentals such as travel or other reimbursable expenses \$ 24.04 Per Hr.

Based on 1040 hours annually

OR

Lump sum - \$25,000.00 / Year

Terms and Renewal of Contract:

This contract is to commence upon award by the Purchasing Division and will extend for a period of one year. Renewal of this contract shall only occur only after written mutual agreement by both parties and be limited to two one-year renewal periods.

Bid Submission

As there is only one rate to be established on this contract, to facilitate evaluation of bids, the lowest hourly rate shall be awarded the contract. However, it is the intent of the RFQ that this contract be awarded as an open-ended contract. The actual hours needed for program customization is anticipated to fluctuate and unknown at this time. The vendor's rate will be established as a result of this award, but the quantity of hours will be considered open-ended, to be authorized in advance by the WVDOE, not to exceed 1,040 in any one-year period.

Verification of Qualifications

The West Virginia Department of Education plans to hire a service-learning specialist who will monitor, evaluate and provide technical assistance to the WV K-12 Learn and Serve Programs over the next three years. Therefore, the Department is seeking a vendor who possesses experience with the Learn & Serve program. It is preferred the vendor submit verifiable proof of qualifications with their bid response. If not, the agency reserves the right to request this information after the bid opening and the vendor must provide requested information within 48 hours. Failure to provide current educational qualifications may result in disqualification of the vendor's bid.

Incurring Costs

The state and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFQ for expenses to prepare, deliver the bid, or to attend any meetings, oral presentations or protest hearings.

Price Quotations

The price(s) quoted in the bidder's RFQ will not be subject to any increase and will be considered firm for the life of the contract.

Any anticipated overhead, support staff, travel expenses, indirect costing of expenses or any other reimbursable expenses must be incorporated into the vendor's fee. No separate payments for these types of expenses will be made, and they shall be considered the sole responsibility of the vendor.

Evaluation and Award

The vendor's bid shall consist of a single hourly rate and award will be made to the responsible vendor submitting the lowest hourly rate.

License No. 1010
Asbury, Joshua M
203 Canyon Village
Morgantown, WV 26508

State of West Virginia

Applicant

This is to certify that

Joshua M Asbury

having met the requirement by law and the West Virginia Board of Education is hereby granted this license which is valid in the schools of the state as endorsed.

Certificates

License	Endorsement	Assigned Grades	Effective	Endorsed	Expiration
21-1 Professional Teaching Certificate 3000 -Social Studies	05-09	05/14/2006	05/14/2006	06/30/2009	
21-1 Professional Teaching Certificate 3600 -Elementary Education	0K-06	05/14/2006	05/14/2006	06/30/2009	

Salary Class: Masters Degree **Salary Effective Date:** 05/14/2006 **Highest Degree:** Masters Degree

Each teacher or other educational employee who is required to hold a license is responsible for securing, maintaining, and renewing his/her license.

Date Printed: 06/23/2006

Endorsements and Salary Classifications are not printed below this line.

OFFICIAL DOCUMENT
MUST BEAR RAISED SEAL



Dr. Steven Paine, State Superintendent of Schools

A F F I D A V I T

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 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.

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies

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

Vendor's Name: Joshua M. Asbury

Authorized Signature: John M. Oly Date: 2/4/07