

Option 1

ADECCO EMPLOYMENT SERVICES

Item #	Classification	Pay Rate	Bill Rate	Overtime (OT)
OFFICE/CLERICAL				
1	Accounting Assistant I	SEE MU17TEMPS_C		
2	Accounting Assistant II	SEE MU17TEMPS_C		
3	Administrative Assistant I	SEE MU17TEMPS_C		
4	Administrative Assistant II	SEE MU17TEMPS_C		
5	Administrative Assistant Sr.	SEE MU17TEMPS_C		
6	Secretary	9.48	12.03	17.44
7	Administrative Secretary Sr.	SEE MU17TEMPS_C		
8	Clerical Assistant	8.75	11.11	16.10
9	Data Entry Operator	9.48	12.03	17.44
10	Data Technician	SEE MU17TEMPS_C		
11	Receptionist	9.22	11.70	16.97
12	Records Assistant I	8.97	11.39	16.51
13	Records Assistant II	SEE MU17TEMPS_C		
14	Records Clerk (Medical)	9.48	12.03	17.44
15	Cashier I	8.75	11.11	16.10
16	Cashier II	SEE MU17TEMPS_C		
INFORMATION TECHNOLOGY				
17	System Programmer	15.78	20.04	29.05
18	Applications Systems/Analyst Programmer	14.78	18.77	27.21
LIGHT INDUSTRIAL				
19	Campus Service Worker	8.97	11.57	16.77
20	Laborer	9.48	12.22	17.71
21	Parking Attendant	9.48	12.22	17.71

Option 2 - use only when option 1 vendor is unavailable

OFFICE/CLERICAL				
1	Accounting Assistant I	11.51	14.61	21.18
2	Accounting Assistant II	13.01	16.52	23.95
3	Administrative Assistant I	13.85	17.58	25.49
4	Administrative Assistant II	14.05	17.84	25.87
5	Administrative Assistant Sr.	15.78	20.04	29.05
7	Administrative Secretary Sr.	11.51	14.61	21.18
10	Data Technician	10.21	12.96	18.79
13	Records Assistant II	10.21	12.96	18.79
16	Cashier II	10.05	12.76	18.50

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Adecco

Authorized Signature: Melinda Brooks Date: 6/27/19

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27 day of June, 2019.

My Commission expires Oct 7, 2020.

[Handwritten Signature]

AFFIX SEAL HERE



NOTARY PUBLIC



Office of Purchasing

June 24, 2019

Melinda Brooks
Director
Adecco Employment Services
109 5th Ave Ste. 1
Huntington, WV 25701

Re: Contract Renewal for MU17TEMPS_B

Dear Ms. Brooks,

The above referenced contract expires June 30, 2019. There is a provision for another renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract **MU17TEMPS_B** effective July 1, 2019 through June 30, 2020 under the same terms and conditions. Enclosed is a Purchase Affidavit which requires signature and notarization as well.

Please return the letter and the enclosures signed in the original to the noted below.

Marshall University Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

If you have any questions, please feel free to call me at 304-696-3157.

Sincerely,

Tracey Brown-Dolinski 
Assistant Director of Purchasing

I agree to extend the current contract # **MU17TEMPS_B** for an additional one (1) year period under the same terms and conditions.

Yes No

Yes, subject to the following changes indicated below or in the attached letter.

Melinda Brooks 6-27-19
Signature Date

Melinda Brooks
Printed Name

Branch Manager
Title

Comments: _____

WE ARE... MARSHALL.

**Purchase
Change Request**



Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order #
MU17TEMPS_B

FY 19	Buyer TB	Date 06/28/2018	Account Various	P.O. Date 06/27/2016	Contract MU17TEMPS_B
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. ADECCO USA 4N MAIN ST WASHINGTON, PA 15301 Ph# (224) 229-6090 Fax	Vendor Code FEIN# 94-3286700	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # <u>2</u></p> <p>To renew contract no. MU17TEMPS_B, all in accordance with the same terms and conditions contained in the original contract and all authorized change orders. Prices are contained on page 2 in the attachment.</p> <p align="center">TEMPORARY SERVICES CONTRACT</p> <p>Renewal Period: July 1, 2018 to June 30, 2019 Renewal number 2 of 4 Renewals remaining: (2) Two</p>		

Reason for Change: Contract renewal for FY19	Previous Total	\$ Open-End
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ Open-End

Approved: *Tracy Brumblide* 6/28/18
 Authorized Signature Date


N/A
 Attorney General if required Date

Option 1

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2	Accounting Assistant II		SEE MU17TEMPS_C	
3	Administrative Assistant I		SEE MU17TEMPS_C	
4	Administrative Assistant II		SEE MU17TEMPS_C	
5	Administrative Assistant Sr.		SEE MU17TEMPS_C	
6	Secretary		SEE MU17TEMPS_A	
7	Administrative Secretary Sr.		SEE MU17TEMPS_A	
8	Clerical Assistant		SEE MU17TEMPS_A	
9	Data Entry Operator		SEE MU17TEMPS_A	
10	Data Technician		SEE MU17TEMPS_A	
11	Receptionist		SEE MU17TEMPS_A	
12	Records Assistant I		SEE MU17TEMPS_A	
13	Records Assistant II		SEE MU17TEMPS_A	
14	Records Clerk (Medical)		SEE MU17TEMPS_A	
15	Cashier I		SEE MU17TEMPS_A	
16	Cashier II		SEE MU17TEMPS_A	
INFORMATION TECHNOLOGY				
17	System Programmer	15.78	20.04	29.05
18	Applications Systems/Analyst Programmer	14.78	18.77	27.21
LIGHT INDUSTRIAL				
19	Campus Service Worker		SEE MU17TEMPS_A	
20	Laborer		SEE MU17TEMPS_A	
21	Parking Attendant		SEE MU17TEMPS_A	

Option 2 –use only when option 1 vendor is unavailable

OFFICE/CLERICAL				
6	Secretary	9.48	12.03	17.44
8	Clerical Assistant	8.75	11.11	16.1
9	Data Entry Operator	9.48	12.03	17.44
11	Receptionist	9.22	11.7	16.97
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LIGHT INDUSTRIAL				
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Purchase Change Request		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU17TEMPS_B
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FY 2018	Buyer VT	Date 06/30/2017	Account Various	P.O. Date June 27, 2016	Contract MU17TEMPS_B
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. ADECCO USA 14N MAIN ST WASHINGTON, pa 15301 PH# 224 229 6090 FAX#	Vendor Code FEIN: 94-3286700	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u> 1 </u> To renew contract no. MU17TEMPS_B , all in accordance with the same terms and conditions contained in the original contract and all authorized change orders. Prices are contained on page 2 in the attachment. TEMPORARY SERVICES CONTRACT Renewal Period: July 1, 2017 to June 30, 2018 Renewal number 1 of 4 Renewals remaining: (3) three Page 3 contains changes to the LIFE OF CONTRACT PAGE.		

Reason for Change: To renew contract.	Previous Total \$ <u>OPEN-END</u> Increase \$ _____ Decrease \$ _____ New Total \$ <u>OPEN-END</u>
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Approved: Virginia Turner 6/30
 Authorized Signature Date

N/A

Attorney General if required

Date

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To insert **LIFE OF CONTRACT PAGE** changing the last sentence in the **EXTENSION** section.

Now reads: Such extension shall be in accordance with the terms and conditions of the original contract and shall be limited to *one (1) successive twelve (12) month period or one (1) year*.

Change to read: . . . limited to *four (4) successive one (1) year periods*.

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on **July 1, 2016** and extends for a period of **one (1) year** with four (4) optional renewal periods or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

EXTENSION: This contract may be extended upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such extension shall be in accordance with the terms and conditions of the original contract and shall be limited **four (4) successive one (1) year periods**.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in 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).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for delivery.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

The contract is for mandatory use at Marshall University and is available on an optional basis for use by all other higher education institutions in West Virginia, including WVNET and the higher education central office.

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TEMPORARY EMPLOYMENT SERVICE

1. CONTACT INFORMATION

1.1 Vendor Contact Information (section 3 of RFP)

Name : Melinda Brooks
Phone #: 304-345-8367
E-mail: melinda.brooks@adeccousa.com

1.2 University Contact

Marshall University Office of Purchasing shall serve as the primary University representative/facilitator for all matters pertaining to temporary employment services contract.

2. PERFORMANCE TERMS AND CONDITIONS

2.1 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

If requested, a written statement outlining the University's reason(s) for deeming any person unsatisfactory shall be supplied to the Contractor within 48 hours following termination. In the event an unsatisfactory employee is removed from service, the Contractor shall provide a replacement, satisfactory to the University, within 24 hours.

In the event that personnel provided by the Contractor under the terms of this agreement are convicted of stealing University property, equipment or information, the Contractor is responsible for restitution to the University for All Losses, including but not limited to, loss of use, loss of income, attorney's fees, and replacement of the stolen property or equipment.

In the event the department notifies the Contractor within 48 hours of the beginning of the assignment that the employee is unsatisfactory, the contractor shall not charge the University for time worked.

2.2 Pre-screening

The Contractor shall administer all necessary pre-qualifying tests to determine that each employee meets the requirements of each job. These tests may include, as appropriate, physical examinations, criminal background checks, credit ratings, and verification of licenses and certifications. The Contractor must pre-screen their employees. Marshall University will not pay for background checking services or other unnamed services for the contracting vendor. Contractor must provide Marshall University with the specific checks that your agency performs. Also, Contractor must provide the date of the last screening performed on its employees. The University requires testing procedures to comply with current industry standards in accordance with the Drug & Alcohol Free Industry Associations. All bidders must sign the Drug & Alcohol Free affidavit to bid with the State of West Virginia. The Drug-Free Workplace Act of 1988 policy: <http://www.marshall.edu/human-resources/files/downloads/2011/10/Drug-Free-Workplace-Policy.pdf>.

2.3 Contracting Process

The hiring department having a need for temporary staffing in one of the titles covered by this agreement will contact the Contractor directly.

The Contractor will then obtain information as to the nature of the duties to be performed and will use the appropriate University title from the descriptions provided by the University. These titles, the contracted pay rates, and coverage period will be used for billing and reporting purposes.

Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for service.

2.4 Billing

Spending units/departments shall pay for temporary services in accordance with the billing rates established in the contract. The Contractor(s) shall be responsible for paying any and all insurance, taxes, and other unnamed costs, which may arise.

2.5 Interviewing

Individual departments may request to interview temporary workers prior to filling positions to verify the individual has the qualifications for the temporary assignment.

2.6 Notice of Replacement

Contractor shall provide one week notice should they be required to replace the existing Worker or provide a new Worker.

The University is not required to justify any request to replace temporary personnel, nor give advance notice of release.

2.7 Absentee Workers

The temporary employee must notify the Spending Unit/Department immediately if they will be tardy or absent from work. It is strongly recommended to Contractor(s) that they check with each temporary worker one day prior to the beginning of the assignment to verify the start date. Contractor(s) with a high percentage of "no shows" or history of sending unacceptable temporary workers may jeopardize the continuation of the contract.

2.8 Removing Worker

Whenever a temporary worker is to be relieved of duties, the University department shall notify the worker's employer (temporary agency). Whenever this removal is due to behavior and/or other unacceptable problems, the Contractor(s) shall assist the University in retrieving any University property. If a temporary worker has been relieved of the duties due to unacceptable behavior, that person shall not be rehired again at Marshall University or other authorized users of the contract.

2.9 MU Hiring Temporary Workers

There shall be no fee incurred by Marshall University if the University decides to hire a temporary worker into a permanent position.

3. ADDITIONAL TERMS and CONDITIONS

3.1 Certifications Related to Lobbying

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.2 Contract Termination

Marshall University may terminate any contract immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this contract. Marshall University shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, MU shall issue the Vendor an order to cease any and all work immediately. MU shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

Either Party may terminate this Agreement at any time upon the providing of thirty (30) days written notice to the other party.

3.3 Changes

If changes to the original contract become necessary, a formal contract change order will be negotiated by Marshall University, Office of Purchasing, and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Office of Purchasing of MU and approved as to form by the West Virginia Attorney General's Office (if needed,) encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements. As soon as possible after receipt of a written change request from Marshall University, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide Marshall University a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

3.4 Emergency Purchases

The Purchasing Director may authorize the purchase of goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the University from fulfilling its obligations under a One Time Purchase contract.

3.5 Subsequent Forms

The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

3.6 Antitrust

In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

3.7 Assignment

Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, the Purchasing Office approval may or may not be required on certain agency delegated or exempt purchases.

3.8 Bankruptcy

In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

3.9 Bureau of Employment Programs Regulations

West Virginia State Code §21A-2-6(17) prohibits Marshall from contracting with any contractor not in compliance with the regulations set forth by the Bureau of Employment Programs

3.10 Compliance with Laws and Regulations

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. The State of West Virginia and the University are exempt from any taxes regarding the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

3.11 Debarment and Suspension

Contractor will not be considered in proposal process if debarred or suspended

3.12 Governing Law

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

3.13 Indemnification

The Vendor agrees to indemnify, defend and hold harmless, Marshall University and its officers and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.14 Policy Advisements

Vendor shall advise its employees that the State of West Virginia and the University require a smoke free and drug free work place and prohibit any discrimination on the basis of race, color, national origin, ancestry, sex, religion, age, physical condition, disability or political affiliation.

3.15 Record Retention (Access & Confidentiality)

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

Vendor may have access to private and confidential data maintained by Marshall University to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless Marshall University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

3.16 Subcontracts/Joint Ventures

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. Marshall University will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of Marshall University, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

3.17 Vendor Relationship

The relationship of the Vendor to MU shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees, representatives and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless Marshall University and shall provide Marshall University with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

4. PAYMENT INFORMATION

4.1 Funding

This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

4.2 Invoices

The Vendor shall submit invoices, in arrears, to Marshall University at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

4.3 Interest

Interest attributable to late payment will only be permitted if authorized by the West Virginia Code.

4.4 Payment Methods

The Vendor must accept payments by the Marshall University credit card. Vendors may charge a flat rate only for credit card payments. If the vendor cannot accept payment by credit card, it must be so noted in the bid package.

4.5 Purchasing Card Acceptance

The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for rendered goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all invoices under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

4.6 Purchase Order Procedure

Departments will issue a purchase order for payments against the contract. The ordering unit is not permitted to use the Purchasing card for purchases against this contract.

5. LIFE OF CONTRACT

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on **July 1, 2016** and extends for a period of **one (1) year** with four (4) optional renewal periods or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (**12**) months upon expiration of one (**1**) year from the effective date of this contract by giving the Director of Purchasing thirty (**30**) days written notice.

EXTENSION: This contract may be extended upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such extension shall be in accordance with the terms and conditions of the original contract and shall be limited to one (1) successive twelve (12) month period or one (1) year.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in 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).

TIME: Time consumed in delivery or performance is of the essence.


ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for delivery.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.


CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (**30**) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

The contract is for mandatory use at Marshall University and is available on an optional basis for use by all other higher education institutions in West Virginia, including WVNET and the higher education central office.

Request for Bid	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p>	Bid# MU17TEMPS		
Vendor: Phone: Email: FEIN/SSN: Fax:		Direct all inquiries regarding this order to: (304) 696-2820 For information contact: Buyer: Virginia M. Campbell-Turner Phone: (304) 696-2820 Email: campbell@marshall.edu and purchasing@marshall.edu		
Sealed requests for bids furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED IN BONFIRE ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. The Institution reserves the right to accept or reject bids separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.				
DATE March 23, 2016	MANDATORY PRE-BID MEETING	DEPARTMENT REQUISITION NO.	BIDS OPEN: 3:00 PM on April 15, 2016	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description	Unit Price	Extended Price
		<p style="text-align: center;">Request for Bids</p> <p>Marshall University will be accepting bids on the following services until 3:00 p.m. on April 15, 2016. At that time, Marshall University will open and record bids in the Old Main Building, Room 125, Huntington, WV.</p> <p style="text-align: center;">OPEN-END CONTRACT TEMPORARY EMPLOYMENT SERVICE</p>		

To the Purchasing Department,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified

Vendor's Name	ADELCO EMPLOYMENT SERVICES
Signed / Dated	Robert W. Beeler 4/14/16
Typed Name	ROBERT W. BEELER
Title	AREA DIRECTOR
Address	14 N MAIN ST. WASHINGTON, PA. 15301
Phone	(724) 229-6090
FEIN	94-3786700

Request for Bids		 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820		Bid # MU17TEMPS Addendum 1	
Vendor:		Phone:		For information call:	
FEIN/SSN:		Fax:		Purchasing Contact: Virginia M. Campbell-Turner	
				Phone: (304) 696-2810 campbell@marshall.edu	
Sealed requests for bids furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED IN BONFIRE ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. The Institution reserves the right to accept or reject bids separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.					
DATE 4/11/2016		DELIVERY IS REQUIRED NO LATER THAN		DEPARTMENT REQUISITION NO.	
				BIDS OPEN: 3:00 PM on April 15, 2016	
				BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description			Unit Price
		ADDENDUM 1 Project Name: Temporary Employment Services Bid Time and Date: April 15, 2016 3:00 PM. The purpose of this addendum is to modify/clarify project specifications and respond to written questions All addenda must be signed and included with your RFB.			
Total					

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from 4-15-16
 within 30 days
 FOB _____ After receipt of order at address shown
 Terms 30 days

Bidder's name Vendor ADDECO EMPLOYMENT SERVICES
 Signed By Robert W. Greiner
 Typed Name ROBERT W. GREINER
 Title AREA DIRECTOR
 Street Address 14 N. MAIN ST.
 City/State/Zip WASHINGTON, PA 15301
 Date 4/13/16 Phone (724) 229-6090
 Fein 94-3286700

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: ADJECED EMPLOYMENT SERVICES

Authorized Signature: Robert W. Beiler Date: 4/13/16

State of Pennsylvania

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 13 day of April, 2016.

My Commission expires April 16, 2016, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

Kimberly A. Makowski

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Makowski, Notary Public
Cecil Twp., Washington County
My Commission Expires April 16, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Purchasing Affidavit (Revised 08/01/2015)

WV-73
Approved / Revised 08/01/15



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, **TO-WIT:**

I, Robert Beeler, after being first duly sworn, depose and state as follows:

1. I am an employee of Adecco Employment Services; and,
(Company Name)
2. I do hereby attest that Adecco Employment Services
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Robert Beeler
 Signature: *Robert W. Beeler*
 Title: Area Director
 Company Name: Adecco Employment Services
 Date: 4/13/16

Taken, subscribed and sworn to before me this 13 day of April, 2016.

By Commission expires April 16, 2016

(Seal)

Kimberly A. Makowski
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Kimberly A. Makowski, Notary Public
 Cecil Twp., Washington County
 My Commission Expires April 16, 2016
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.