

Purchase Order



MARSHALL UNIVERSITY

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington WV, 25755-4100
Direct all inquires regarding this order to: (304) 696-2819

Purchase Order #
MU20EVENTPER

TO:	Vendor Code:	Ship to:	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN
CONTEMPORARY SERVICES CORPORATION 17101 SUPERIOR ST. NORTHRIDGE, CA 91325		Site	
FEIN: 95 3832166 PH: 818-885-5150		Room #	WVFIMS Account #:

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
8/1/2019	2020	DG		Dest.	Net 30	MU20EVENTPER

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of _____

Contemporary Services Corporation

signed by Mark Glaser

Title Sr. Vice President, Operations

on July 15, 2019

Approved as to form this ____ day of _____, _____
West Virginia Attorney General

By: n/a _____
Chief Counsel

Sport Event Non-Personal Services
Effective August 1, 2019 through July 31, 2020
with (4) optional annual renewals

THIS ORDER IS EXEMPT FROM ALL SALES TAX
LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Org.	Account	Encumber Amount
1.	various	various	70257	Open End
2.				
3.				
4.				

Total:

OPEN-END

Mail Original Invoice and 1 Copy to:
Marshall University Accounts Payable
One John Marshall Drive Huntington,
WV 25755-4500


Authorized Signature

8.2.19
Date

Purchasing Continuation Sheet

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Vendor: CONTEMPORARY SERVICES CORPORATION

Organization Name	Marshall University
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Item #	Quantity	Unit	Description	Unit Price	Amount
			Vendor to provide Sport Event Non-Personal Services		
			Pricing		
			Event Manager \$30.00 Per Hour		
			Supervisor \$21.47 Per Hour		
			Security Guard \$19.03 Per Hour		
			Usher \$19.03 Per Hour		
			Parking Guard \$19.03 Per Hour		
			Ticket Taker \$19.03 Per Hour		

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on 8/1/2019 and extends for a period of **one (1) year** 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.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to 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 shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

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: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

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.

I. SCOPE OF SERVICES TO BE PROVIDED

A. The services of the Successful Vendor shall include, but are not be limited to the following: providing uniformed event personnel to assist in crowd directions/ crowd control, ticket taking, ushers, bag checkers, escorts, magnetometer operators (if needed), parking/traffic control, event security, and to make reasonable effort to protect property against theft, illegal entry of person and/or contraband, damage and destruction by spectators, and other intentional acts of violence for events at and near the Marshall University.

B. Occasional or limited services may be required for surrounding areas to the facilities. The Successful Vendor will also provide supervisors and event managers who are responsible for the supervision of all personnel provided by Successful Vendor.

C. Vendor's employees are not eligible for MARSHALL UNIVERSITY work if an employee has been convicted of, has charges currently pending, or has been granted diversion by any court, for any of the following: (1) any felony offense; (2) any crime involving force or moral turpitude; (3) any offense involving dishonesty or false statements; or (4) any crime involving a controlled substance.

D. Licenses: The Successful Vendor must have necessary licenses as required by the Federal, State, County, and City governments.

E. An office suite to work can be provided for an on-site manager, based on a monthly rental. The rental price is determined by the currently Marshall University rental rate based on square footage. Phone lines and internet are available at prevailing rates. The Successful Vendor will provide all additional equipment and / or furnishings. Office equipment, office supplies, office furnishings and email addresses are not provided by MARSHALL UNIVERSITY.

F. MU strongly encourages a full-time office (space rentable) at location within Marshall University. (Office equipment, phone lines, internet access and supplies are the responsibility of the Successful Vendor).

G. Employee Screening Process – Each employee's qualifications (age, training, background check, etc.) must be verified with proper documentation. All documentation and necessary training are required before employee or agent is eligible to work at / for the MARSHALL UNIVERSITY. The screening application must include:

- The Successful Vendor must comply with the minimum process for hiring staff assigned to work Marshall University events as described.
- Personal reference – minimum of three (3) people who are not related to subject.
- Five (5) year work history.
- Educational history.
- Specialized skill history/ experience.
- Identification of prior employment with MARSHALL UNIVERSITY or any of the service providers to MARSHALL UNIVERSITY.
- Complete criminal background check – required for all employees and agents
- Prior employment discharge

H. Training - All training is at the expense of the Successful Vendor unless specific training is requested by MARSHALL UNIVERSITY in areas not covered in this RFP. The Successful Vendor shall participate in the development and implementation of all training programs at no cost to MARSHALL UNIVERSITY.

1. Initial classroom training must include audio/visual training:

***Note – Initial training program as well as supporting verification of training shall be available for review at MARSHALL UNIVERSITY’s discretion.*

- Fire protection, evacuation procedures and crowd emergencies according to MARSHALL UNIVERSITY emergency procedures.
 - Guidelines for Life Safety (Identifying crowd safety hazards, proper reporting of hazards and maintain safety for guests).
 - Occupational hazards to maintain safety for employees.
 - Proper report writing.
 - Effective crowd management techniques
 - Customer service skills.
 - Guest experience program – MARSHALL UNIVERSITY is strongly committed to providing a total guest experience.
 - Vendor is expected to share in this commitment. MARSHALL UNIVERSITY is developing a guest experience program to focus on guests.
 - The Vendor’s guest experience program will be reviewed by MARSHALL UNIVERSITY to ensure it is consistent with MARSHALL UNIVERSITY’s program, and is subject to approval by MARSHALL UNIVERSITY.
 - Workplace violence training.
2. Initial training must include a minimum for two (2) to four (4) hours training on each new assignment with supervisory personnel in attendance.
3. On-going training must include:
1. Must provide at least 1 documented training session every six (6) months of on-going training for each staff member that includes all areas noted but not limited to:
 - Customer service
 - Guest experience training
 - Crowd management
 - Magnetometer Operation
 - Life and property protection
 - General orders
 - Medical situation procedures
 - ADA Accessibility
 - Evacuation Procedures
 - Handling disorderly patrons
 - Conducting baggage searches
 - Alcohol policies
 - MARSHALL UNIVERSITY Policy and Procedure changes
 - Sexual Harassment Awareness

4. Training resources must include:

A training booklet containing policies, procedures, guidelines and seating charts for facilities at MARSHALL UNIVERSITY. This booklet to be developed in conjunction with MARSHALL UNIVERSITY and is subject to approval by MARSHALL UNIVERSITY.

5. Training verification must include:

- Documented results of all training in the employee's personnel file.
- Include percentage of current employees trained to this standard.

I. Supervision

1. Operational instructions and special orders – a thorough written review of all operational procedures along with resources employed designed for each individual position. These instructions shall be reviewed and updated continually.

2. Must conduct pre-event meetings prior to each event.

3. Reporting procedures shall include:

- A special unusual incident report shall be filed in the event of uncommon occurrences (must use MARSHALL UNIVERSITY forms).
- Post event report.
- Operation outline.

4. Supervisory personnel

1. All supervisory personnel shall be trained in procedures of recruiting, hiring, selection and training of event personnel.

2. A supervisor, specifically trained in operational procedures, shall be assigned to each event with additional staffing personnel as needed.

5. Staffing levels for events:

1. On occasion, MARSHALL UNIVERSITY may require short notice scheduling. Specific staffing requirements for each event will be requested by MARSHALL UNIVERSITY Facilities Staff Members, MARSHALL UNIVERSITY Staff Members, or their designee.

2. MARSHALL UNIVERSITY Management reserves the right to adjust staffing levels in advance and while planning for event as deemed necessary to accommodate the requirements of the event, additionally, MARSHALL UNIVERSITY Management reserves the right to adjustments in positions during events to ensure proper coverage for events.

J. Employee Structure (Current)

- Event Manager
- Supervisor
- Security Guard
- Usher
- Parking Guard
- Ticket Taker

K. Emergencies

In the event of an emergency situation, the Successful Vendor will be expected to work with the NIMS framework while providing security assets to Marshall University. Successful Vendor shall be able to provide additional personnel on an emergency basis – within one (1) to two (2) hours – at the same hourly rate quoted in the RFP.

L. Reporting Procedures

All accidents and incidents shall be reported to the Marshall University Associate Director of Athletics, Marshall University Police Department and the Marshall University Office of Safety immediately and a written report shall be completed and emailed within 24 hours of each event. The Successful Vendor will input any and all incidents arising on event days into a web based event day incident tracking system as they occur on event days. The system will be selected (approved by the Marshall University) and paid for by successful vendor.

M. Client Contact - Successful Vendor shall:

1. Have bi-weekly meetings with MARSHALL UNIVERSITY contract administrator to review operation and make recommendations for improved services.
2. Must be available for event pre-conferences, as well as MARSHALL UNIVERSITY staff and game operations meetings, as necessary that require event staffing services.
3. Work directly with and take direction from appropriate MARSHALL UNIVERSITY staff to ensure that all client needs and requests are met as they are requested in a timely manner. The employees and agents of the Successful Vendor must be under the direction of an approved group leader while on post.
4. Provide document for outlining staff requirements for event and associated call times for each position with the approval of MARSHALL UNIVERSITY contract administrator in accordance with MARSHALL UNIVERSITY policies and guidelines.
5. MARSHALL UNIVERSITY has the right to audit the event security operations at any point. A right to audit specifies the company's responsibilities for maintaining reasonable accounting records and MARSHALL UNIVERSITY's access to those records for review.

- N. Resources Required: Successful Vendor shall provide:
1. The Successful Vendor shall furnish at its expense, all labor, taxes, FICA, Worker's Compensation, uniforms, unemployment insurance, supplies, two-way radios, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of the requirements of this RFP.
 2. Two-way radio communications for staff, to include, but not limited to, event manager, supervisors, security guards, parking guards, ushers, and ticket takers. A two-way radio on the same network as MARSHALL UNIVERSITY, so on-duty event staffing on-site managers and event security dispatch / command may communicate with MARSHALL UNIVERSITY management as necessary (minimum of 2). Successful Vendor will designate an on-site manager to correct any problems with performance or with equipment. The on-site manager will be radio equipped to communicate with other Successful Vendor employees and agents, and well as MARSHALL UNIVERSITY staff, and the Associate Director of Athletics (or his/her designee). Two-way radio communication devices are at no cost to MARSHALL UNIVERSITY.
 3. Appropriate uniforms based upon MARSHALL UNIVERSITY specifications and approval, such as jackets, vest, polo shirts, hats and rain gear with logos. Uniforms shall be provided at no cost to the employee and no cost to MARSHALL UNIVERSITY. Uniform colors must be approved by Marshall University; uniform colors cannot be yellow / gold and navy blue. MARSHALL UNIVERSITY management must approve uniforms in advance. If MARSHALL UNIVERSITY DEPARTMENT OF ATHLETIC selects to have MARSHALL UNIVERSITY specific logo's on uniforms, MARSHALL UNIVERSITY shall reimburse the Successful Vendor for the cost of adding the logo. Certain management supplies will be deemed a part of the employee's uniform and are to include, but are not limited to:
 - Flashlight
 - Pen
 - Notepad / clipboard
 - Two-way radio communication
 4. A picture identification card or name tag will be considered part of the employee's uniform and must be visible at all times while working for hours billable to MARSHALL UNIVERSITY.
 5. Workers shall not depart the property or their assigned position until a competent, authorized representative of Successful Vendor is present and/or their supervisor dismisses the individual. ALL WORKERS MUST CHECK IN AND OUT THROUGH THE USE OF A PHOTO AND/OR ELECTRONIC SCAN SYSTEM or punch clock system provided by the successful vendor that has been approved for use by MARSHALL UNIVERSITY. The Successful Vendor must provide a process to check in/out employees to be approved in advanced by MARSHALL UNIVERSITY which may include a manual sign in process at an employee entrance that is operated by MARSHALL UNIVERSITY. Employees must provide a government issued ID when checking in at employee entrances. For staffing calls of over fifty (50) event security personnel, provided by the Vendor, the Vendor shall have a supervisor present at employee check in / check out location for duration of time such entrance is in operation at the sole cost of the Vendor

6. Employee handbook relating to policies and practices, with MARSHALL UNIVERSITY review and approval. Provide a sample with the response.
7. Event security support personnel will not carry weapons of any type regardless of the situation at any time during the term of the contract with the Vendor.

II. GENERAL TERMS AND CONDITION

A. By signing the resulting contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of West Virginia. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

B. Performance:

1. In the event the Successful Vendor defaults in performing this contract, it agrees to pay MARSHALL UNIVERSITY reasonable costs incurred in remedying such default, including reasonable attorney fees.
2. The Successful Vendor will be responsible for any damage to MARSHALL UNIVERSITY property when such damage is inflicted by their employee(s), or agents of the Successful Vendor, or any sub-contractor of the Successful Vendor.

C. Contract:

1. The contract will be non-exclusive. MARSHALL UNIVERSITY reserves the right to also contract with other parties, or to provide event security services with MARSHALL UNIVERSITY employees, whatever is most advantageous to MARSHALL UNIVERSITY should it be deemed in its best interest to do so.

2. **Staffing Shortage Penalty:** In the event that the Successful Vendor fails to supply MARSHALL UNIVERSITY with sufficient staff for any shift, MARSHALL UNIVERSITY reserves the right to fill any such shifts with qualified crowd management personnel from outside firms provided that in order to provide the staffing level required by University, it may be necessary to schedule additional numbers of employees to insure complete coverage at the Event. University agrees to absorb the costs for up to ten percent (10%) of any overstaffing for events. Any expenses incurred, as a result of these actions, will appear as a deduction from subsequent invoices in the amount of the expense. In the event MARSHALL UNIVERSITY is unable to fill such shifts with qualified personnel, the Successful Vendor will be penalized at the applicable hourly rate for such staff as requested for the duration of the time staff was requested. Additionally, the Successful Vendor will be subject to a penalty of \$100 for each occurrence where a shift may be left unfilled for any period of time, provided that in order to provide the staffing level required by University, it may be necessary to schedule additional numbers of employees to insure complete coverage at the Event. University agrees to absorb the costs for up to ten percent (10%) of any overstaffing for events. MARSHALL UNIVERSITY will deduct penalties from final payment for each specific event. This will be done at the discretion of MARSHALL UNIVERSITY. MARSHALL UNIVERSITY reserves the right to determine final approval on all crowd management and event staffing levels. Additionally, no penalty shall be due in any situation related to acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities or unusually severe weather.
3. **Contract Documents:** The contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Vendor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the "Contract Documents". No oral instructions or interpretations will be considered binding on MARSHALL UNIVERSITY unless confirmed in an addendum, and made part of the contract.
4. **Contract Modification and Amendment:** The parties may adjust the specific terms of this contract (except for financial considerations) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Vendor must be in writing. Any agreed upon modification or amendment must be in writing and signed by both parties.
5. **Contract Data:** The Vendor is required to provide MARSHALL UNIVERSITY with detailed data concerning the contract at the completion of each contract year or the request of MARSHALL UNIVERSITY at other times. MARSHALL UNIVERSITY reserves the right to audit the Vendor's records to verify the data. This data may include, but is not limited to: transactions processed, other services rendered, and payments made to MARSHALL UNIVERSITY.
6. **Contract Validity:** In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
7. **Successful Vendor shall not assign or transfer the contract, any part thereof, or any rights of the Successful Vendor thereunder, except as otherwise consented to in writing by MARSHALL UNIVERSITY.**
8. **Successful Vendor shall not hire a sub-contractor without the approval and written consent of MARSHALL UNIVERSITY.**

D. Clarification of responsibilities:

If the Vendor needs clarification of or deviation from the terms of the contract, it is the Vendor's responsibility to obtain written clarification from the Associate Director of Athletics, Scott Morehouse, email morehou1@marshall.edu. Amendments to the contract terms will be issued by an approved change order from the Office of Purchasing.

E. Disputes:

Any contract agreement that is issued based on this RFP, the parties shall agree that the contract agreement is made and entered into the State of West Virginia, and that all services, materials, and equipment to be rendered pursuant to said contract agreement are to be delivered in the State of West Virginia. The interpretation and enforcement of this contract agreement will be governed by laws of the State of West Virginia.

F. Litigation:

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of West Virginia. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of West Virginia.

G. Assignment:

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of MARSHALL UNIVERSITY.

H. Termination:

This contract may be terminated by MARSHALL UNIVERSITY with or without cause, upon thirty (30) day written notice to the Successful Vendor regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, MARSHALL UNIVERSITY shall have the right to immediately terminate the contract; Vendor shall forthwith remove any and all of his equipment, tools, and supplies from the premises within 24 hours. Vendor shall be paid for services rendered to the date of termination and MARSHALL UNIVERSITY shall have no further financial obligation to the Vendor. Such termination shall not relieve the Vendor of any liability to MARSHALL UNIVERSITY for damages sustained by virtue of a breach by the Vendor.

I. HOURS OF OPERATION / ROSTERS

1. In addition to standard business hours, personnel are required to work weekends, nights, and holidays. Successful Vendor agrees to staff the operation so that service is uninterrupted. It shall be the responsibility of the Successful Vendor to provide any type of relief personnel. Successful Vendor shall provide back-up, at their cost, in times of staff shortage due to vacations, illness, inclement weather, etc., to ensure the consistent and efficient operation of all services specified under this RFP.
2. MARSHALL UNIVERSITY requires a minimum roster of three hundred (300) event staffing personnel.

3. Successful Vendor shall maintain a roster sheet of all employees and agents assigned to each event. Roster sheets shall include the person's full name, date and times worked, and the number of hours worked. The list shall be provided to MARSHALL UNIVERSITY with invoice.
 4. Vendor agrees to electronically supply to MARSHALL UNIVERSITY daily copies of rosters in advance of the event as well as the final sign in sheets showing the name, position, hours worked (start time, ending time, and total hours), and employee signature at the conclusion of each event day. If there are changes from the original event staffing order and roster, changes in staffing personnel such as replacement/substitutions, the documentation provided shall include reason for change, name of MARSHALL UNIVERSITY staff member that verified or approved by the change prior to the change.
- J. Performance terms and conditions
1. Contract Administration: The Associate Director of Athletics for Facilities and Game Operations and/or the Marshall University Legal Counsel shall be MARSHALL UNIVERSITY's authorized representative(s) in all matters pertaining to the administration of this contract. Final decisions must be incorporated into an approved change order issued from the Office of Purchasing.
 2. Unsatisfactory Performance: The Vendor 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 MARSHALL UNIVERSITY. If the contract administrator or designee, notifies the Vendor 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 written consent of the contract administrator.
- K. Vendor personnel requirements:
1. Security services will be furnished on the dates and times specified by the Associate Director of Athletics (or his designee). Any agreement pursuant to an award is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between MARSHALL UNIVERSITY and the Successful Vendor.
 2. Successful Vendor will assign an on-site manager, if requested, to be MARSHALL UNIVERSITY's point of contact and to oversee the performance of this contract. This manager must have extensive experience in event management and crowd control. The manager will be available twenty-four (24) hours a day via cell phone. This manager or site supervisor must be present at the beginning of each schedule event shift to coordinate with MARSHALL UNIVERSITY's Associate Director of Athletics or his/her designee, staff arrivals, briefing, and post assignments. Marshall University reserves the right to dismiss or request a change of the on-site manager or supervisor for any reason or no reason, at any time. The successful vendor shall then place a new on-site manager or supervisor in the leadership position with the approval of the Marshall University.
 3. All security supervisors will be adequate in number and radio equipped. Successful Vendor shall provide a minimum of one (1) trained, experienced supervisor for every twenty (20) event security support persons assigned or a number of personnel approved by the Associate Director of Athletics.
 4. Assigned personnel must assist with patron and staff safety.

5. All assigned personnel must participate in emergency response, notification, and evacuation.
6. All assigned personnel will assist Marshall University staff with controlling access to the facility.
7. MARSHALL UNIVERSITY will supply contractor with general and specific post orders along with post assignments for each security area. Successful Vendor will be responsible for assigning individuals based upon the type of post that will match each individual's capability and demeanor. Successful Vendor shall provide qualified, trained, and uniformed personnel to manage all positions. Job responsibilities for each post shall be explained in detail to the security services personnel by their supervisor. Duties required at events may include, but are not limited to, some or all of the following:
 - Staff and manage specific locations to allow passage to specifically identified guests and other working personnel.
 - Take prompt action against illegal entry of person(s) and/or contraband as specified within MARSHALL UNIVERSITY facilities.
 - Serve as bag checkers for all baggage, equipment, boxes and deliveries to the facility during event periods.
 - Serve as ticket takers/checkers, magnetometer operators (if needed) for public entrances as well as other MARSHALL UNIVERSITY locations.
 - Patrol and/or manage specifically identified areas for potential safety hazards and/or vandalism.
 - Assist in the management of crowd control and overall safety of the patrons and participants.
 - Take prompt action against unauthorized persons going on the field, court or other restricted areas.
 - Observe and report any and all criminal offenses, or violations of policies, procedures, rules and regulations.
 - Assist with customer service and evacuating seating areas post event.
 - In some cases, serve as customer service support and ushers in high traffic areas.
 - Assist with public information in regards to customer service, safety, and security policies or procedures.
8. Successful Vendor must screen all personnel assigned to MARSHALL UNIVERSITY for recent use of alcohol and/or illegal drug use.
9. All personnel should possess great customer service skills.
10. All personnel utilized must be fully literate in the English language (i.e. be able to read, write, speak, and be understood). Oral command of the English language must be sufficient to permit full communication, particularly in times of stress. Please identify any that are bilingual and in what language.
11. Successful Vendor must supply personnel that are physically, mentally, and emotionally qualified to perform the requirements as specified in this RFP.
12. Prior to the start of work, all personnel provided to MARSHALL UNIVERSITY must be familiar with the facility, sign-in/out procedures, the employee entrances, rules and regulations, who/where to report and the type of work to be performed.

13. All personnel must use a time clock or automated time clock to verify time in/out as well as a manual sign in process at an employee entrance that is operated by MARSHALL UNIVERSITY on certain events. Employees must provide a government issued ID when checking in at employee entrances. For Staffing calls of over 50 (fifty) event security personnel, provided by the Vendor, the Vendor shall have a supervisor present at employee check in / check out location for duration of time such entrance / exit is in operation at the sole cost of the Vendor.
14. With direction from MARSHALL UNIVERSITY, all assigned personnel should enforce building policies and procedures.
15. Personnel must abide by all MARSHALL UNIVERSITY rules and regulations.
16. Successful Vendor shall be responsible for the acts of its employees and agents while performing services for MARSHALL UNIVERSITY. Accordingly, Successful Vendor agrees to take all necessary measures to prevent injury and loss to person or property. Successful Vendor shall be responsible for all damages to persons or property on and off MARSHALL UNIVERSITY site caused solely or partially by Successful Vendor or any of its agents or employees in the performance of this RFP.
17. Successful Vendor shall further be responsible for the conduct of its employees and workers and for preventing the use of profanity, being boisterous, using undue force, or being offensive or disrespectful to MARSHALL UNIVERSITY guests. MARSHALL UNIVERSITY will not tolerate such conduct and if necessary, Successful Vendor will be asked to remove this employee. Conduct that is not acceptable includes, but it not limited to the following: foul language; offensive or distasteful comments related to age, race, ethnic background or sex; evidence of alcohol influence or influence of drugs; refusal to provide services requested; refusal to make arrangements for additional services; and general rudeness. The Marshall University has the right to dismiss any personnel, at any time for any reason.
18. Successful Vendor shall have experience dealing with ADA requirements, regulations, policies and procedures, as well as the assistance of handicapped patrons, in particular, wheelchair-bound patrons.

L. Hold Harmless and Indemnification:

Contracting party agrees to indemnify, hold harmless and defend MARSHALL UNIVERSITY, its elected officers and employees (hereinafter referred to in this paragraph collectively as "MARSHALL UNIVERSITY"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon MARSHALL UNIVERSITY because of bodily injury, death or property damages, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims of employees of company and/or its subcontractors or claims under similar such law or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of MARSHALL UNIVERSITY, or its employees.

M. INSURANCE:

MARSHALL UNIVERSITY reserves the right to terminate any resulting contract, if the Vendor fails to keep the insurance policies in force for the below amounts or for the duration of the contract period.

The certificate must be received by MARSHALL UNIVERSITY Office of Purchasing. Failure to comply with this request may eliminate the response from consideration. The successful vendor's certificate must include the additional Insured by Endorsement:

- Marshall University and employees must be listed as additional insured.
- 30 day(s) written cancellation notice.

N. A comprehensive insurance program for protection against known and recognizable risks shall be provided. The program must contain insurance whereby; the principle risks are transferred to an insurance company. It must also provide for a measure of self-insurance whereby certain risks are assumed directly by the Successful Vendor. The program shall be designed to provide the essential coverage needed to protect against fortuitous losses. Before beginning work, Vendor shall provide a current certificate of insurance with the following coverage:

- Worker's Compensation Insurance per West Virginia State Law.
- Worker's Compensation Coverage shall be provided in accordance with the statutory coverage required in West Virginia.

1. Coverage extension shall include:

- Voluntary compensation with state of hire as the basis of benefits.

2. Employer's Liability Insurance limits shall be at least:

- Bodily Injury by Accident - \$1,000,000 per accident.
- Bodily Injury by Disease - \$1,000,000 per employee.

3. Commercial Business Automobile Liability Insurance

Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, rental or hired automobile or utility vehicle (i.e. golf cart, John Deere Gator, Club Car, etc.). The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

4. Commercial General Liability Insurance

Commercial General Liability Insurance coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, and underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

- General Aggregate \$5,000,000 per occurrence per policy
- Products, Completed Operations Aggregate \$2,000,000 per occurrence per policy
- Personal and Advertising Injury \$1,000,000/Occurrence
- Each Occurrence \$1,000,000

5. Comprehensive General Liability Insurance

Coverage should be provided for legal liability resulting from bodily injury or property damage caused by an occurrence and due to the negligence of the Successful Vendor. General liability limits not less than \$1,000,000 per occurrence and \$5,000,000 general aggregated.

Coverage extension must include:

- All premises and operations;
 - Personal injury liability – to pay for legal obligations of the Successful Vendor resulting from the following business offenses;
 - False arrest, detention and imprisonment, or malicious prosecution;
6. The publication or utterance of a libel or slander or of other defamation or disparaging material, or a publication or utterance in violation of an individual's right or privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Successful Vendor;
7. Wrongful entry or eviction or other invasion of the right of private occupancy.
- Property damage – included liability protection of property in Successful Vendor's care, custody, and control;
 - Assault and battery offenses;
 - Blanket contractual;
 - MARSHALL UNIVERSITY must be included as "Additional Insured" subject and limited to the indemnity and other obligations of vendor under the agreement;
 - for MARSHALL UNIVERSITY;
 - Errors and omissions liability – providing coverage for negligent acts, errors and omissions on the part of the Successful Vendor or the employees or agents of the Successful Vendor, solely in the professional conduct of the Successful Vendor's security personnel, investigative, and related operations;
 - Third party theft from clients;
 - Products and completed operations, if any.
8. Fidelity Bond Employee Dishonesty Form A – coverage provided by the bond must apply to all personnel of the Successful Vendor, including subsidiaries. The policy must provide coverage for losses sustained by the contractor or its clients resulting from fraudulent or dishonest act committed by employees of the Successful Vendor, acting alone or in collusion with others. Limit not less than \$100,000.
9. The contractor is charged with the responsibility of identifying risks and exposures, and the implementation of a risk management program to effectively deal with them. Major emphasis should be placed upon risk management measures. Every effort must be made to create a safety conscious atmosphere among all employees.

III. INVOICE AND REPORTING

A. Tax Exempt

MARSHALL UNIVERSITY is tax exempt. If a Tax Exemption Certification is required, one will be furnished to the Successful Vendor.

B. Payment terms

Payment is net 60 days.

C. Pricing

Prices shall remain firm for the term of the contract, including renewals. In the event that, during the term of the agreement, the Successful Vendor is required to increase wages and/or payroll burden costs as a direct result of any determination or action by any Federal, State, or Local Government authority, MARSHALL UNIVERSITY agrees to permit the Successful Vendor to increase its rates proportionally from the date the increase becomes law. The increase(s) cannot be implemented until MARSHALL UNIVERSITY's Office of Purchasing receives a new rate schedule and a letter explaining in detail the circumstances necessitating the increase. Vendors should be aware of any and all possible increases in wages, Social Security, Federal, State, and Local taxes which may apply during contract term and make MARSHALL UNIVERSITY aware of same.

D. Overtime

MARSHALL UNIVERSITY will not pay overtime unless approved in advance by the Associate Director of Athletics for Facilities and Game Operations or his/her designee.

E. Invoicing

Vendor agrees to provide an accurate invoice immediately at the conclusion of the event.

Invoice reconciliation must occur within (3) three-months of invoice date. Vendor must provide MARSHALL UNIVERSITY accounts payable department with an itemized, monthly statement requesting resolution within this (3) three -months period. Invoices presented for payment beyond this (6) six-month period may not be honored. Vendor shall not impose payment penalties on any kind, including, but not limited to, late fees, service charges, interest, or placing MARSHALL UNIVERSITY on credit hold.

F. Credit Cards

Successful Vendor must accept credit cards as a form of payment and will not charge credit card service fees to Marshall University

IV. ADDITIONAL TERMS

1. The University will provide a schedule of events and will designate which events require Event Security Services and the times of service. Vendor will provide Event Security Services only at designated events. If the University fails to notify the Vendor of an unscheduled event at least 24 hours before the event, Vendor is not required to provide the service. The University has no liability to Vendor if an event is canceled for any reason unless the University fails to notify Vendor of the cancellation. In that event, Vendor's employees shall be reimbursed their actual time spent in attending the event to work.

2. At least one (1) week prior to the first day of a scheduled event for which Event Security Services will be necessary, University shall provide to Vendor a verbal job order that includes the number and classifications of personnel requested and the time periods for which they will be needed. If University does not provide such timely notice, Vendor shall make best efforts to provide the requested personnel for the Event; however, Vendor's inability to do so shall not be a breach of this Agreement. A written job orders within said time frame shall only be required for any event not in the standard schedule provided by the University.

3. Staffing levels and specific posts will be determined by University following consultation with Vendor. University shall have the final decision as to the number of Vendor's personnel to be used and the deployment (i.e. placement at the Job Site). University agrees that for all requests for Vendor personnel at least one Supervisor shall be ordered and such Supervisor shall act as the Event Coordinator.

4. During events, the University will provide space for Vendor's on-site manager to manage operations.

5. If University requests that Vendor utilize metal detection wands, University agrees that the effectiveness of metal detecting wand procedures are that of a visual deterrent in attempting to screen out prohibited metal objects from being brought into the Job Site. Vendor agrees to implement the requested services so as to maximize the effectiveness as intended. However, Vendor does not represent that the use of the metal detection wands shall be completely effective against any and all contraband.

6. During events, University shall supply Vendor with a suitable check-in area for employee roll call, and locked storage area for the exclusive use of Vendor and its employees, all as determined by University.

7. University agrees not to knowingly solicit, offer to hire, or hire, any of Vendor's employees providing Services hereunder during the term of this Agreement and for a period of one (1) year thereafter without first obtaining the written consent of Vendor.


8. University agrees not to intentionally assist or encourage any of Vendor's employees providing Services hereunder to start up a business which would provide similar services to University or to knowingly retain or hire any such businesses during the term of this Agreement and for a period of one (1) year thereafter.

9. University shall pay the applicable holiday rates listed in the table below for all services provided on the following holidays (except as noted, holidays shall be celebrated on the day observed by the Federal Government):

New Year's Eve
New Year's Day (January 1)
Martin Luther King's Birthday
Memorial Day Independence Day (July 4)
Labor Day
Thanksgiving Day

Christmas Eve
Christmas Day (December 25)
Easter Sunday

A Other Documents

Request for Proposal		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2819	Proposal# MU20EVENTPER
Vendor: Phone: Fax: Email: FEIN/SSN:		For information: Purchasing Contact: Derrick Gillespie Phone: (304) 696-2819 Email: Gillespie40@marshall.edu and Purchasing@marshall.edu	
Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM, SIGNED IN FULL INK, AND NUMBER OF COPIES REQUESTED IN THE PROPOSAL, AND SUBMITTED IN BONFIRE BY PROPOSAL OPENING TIME AND DATE. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.			
DATE 6/26/2019	Delivery Requirements	DEPARTMENT REQUISITION NO.	Proposals OPEN: 3:00 p.m. on 07/15/19
		BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description	Unit Price
		REQUEST FOR PROPOSALS Marshall University will accept proposals for the following services until 3:00pm on July 15, 2019. At that time, proposals will be opened and read aloud in Room 125, Old Main Building, Huntington, WV 25755 Sport Event Non-Personnel Service Contract	Extended Price
			Total

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within 30 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 _____ within _____ days
 FOB _____ After receipt of order at address shown

Bidder's name Vendor Contemporary Services Corporation
 Signed By [Signature]
 Typed Name Mark Glaser
 Title Sr. Vice President, Operations
 Email mglaser@csc-usa.com
 Street Address 17101 Superior St.
 City/State/Zip Northridge, CA 91325
 Date July 15, 2019 Phone 818-885-5150
 Fein 95-2832166

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WV-96
1/1/2019

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

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1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: Marshall University
 By: Angela White Neef
 Printed Name: Angela White Neef
 Title: Director of Purchasing
 Date: 8/5/19

Vendor: Contemporary Services Corporation
 By: [Signature]
 Printed Name: Mark Glaser
 Title: Sr. Vice President, Operations
 Date: July 15, 2019

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: Contemporary Services Corporation

Authorized Signature: [Signature] Date: 7/12/2019

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 _____

See attached certificate
KM-7/12/19
Purchasing Affidavit (Revised 01/19/2018)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12th
day of July, 2019, by James Granger

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Krystal McIntosh

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

17101 Superior Street
Northridge, CA 91325

Name of Contracting Business Entity: Contemporary Services Corporation Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: Marshall University

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: 7/12/2019

Notary Verification

State of _____, County of _____

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

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

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

*See attached certificate
KM-7112119*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12th
day of July, 2019, by James Granger

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Krystal McIntosh

WV-73
Approved / July 7, 2017



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

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, James Granger, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Contemporary Services Corporation; and,
(Company Name)
- 2. I do hereby attest that Contemporary Services Corporation
(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: James Granger

Signature: *James Granger*

Title: President

Company Name: Contemporary Services Corporation

Date: 7/12/2019

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

By Commission expires _____

(Seal)

(Notary Public)

*See attached certificate
KM - 7/12/19*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12th
day of July, 2019, by James Granger

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Krystal McIntosh



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER Mesrow Insurance Services, Inc. 353 N. Clark Street Chicago, IL 60654	CONTACT NAME: LeAnn McDonald	
	PHONE 312.837.4417	FAX (A/C, No)
	E-MAIL ADDRESS: LeAnn.McDonald@alliant.com	
INSURED Contemporary Services Corporation 17101 Superior Street Northridge, CA 91325	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nat'l Union Fire Ins Co of Pittsburg,PA	19445
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 179537 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (each occurrence) \$
	CLAIMS-MADE						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPI/OP AGG \$
	POLICY						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMIT
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH).						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below.						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Other Crime			03-505-43-59	01/01/2019	01/01/2020	\$1,000,000 Ded: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Harney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER Mesirow Insurance Services, Inc. 353 N. Clark Street Chicago, IL 60654		CONTACT NAME: LeAnn McDonald PHONE: 312.837.4417 FAX (A/C, No): E-MAIL ADDRESS: LeAnn.McDonald@alliant.com	
INSURED Contemporary Services Corporation 17101 Superior Street Northridge, CA 91325		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's Syndicate 33 NAIC # 10200 INSURER B: Zurich American Ins. Co. 16535 INSURER C: Underwriters at Lloyds London (L) 15792 INSURER D: Lloyd's of London INSURER E: Nat'l Union Fire Ins Co of Pittsburg,PA 19445 INSURER F: AGCS Marine Insurance Company 22837	

COVERAGES CERTIFICATE NUMBER: 177697 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	x		MPL188981119	03/18/2019	03/18/2020	EACH OCCURRENCE	\$2,000,000	
	x COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (each occurrence)	\$500,000	
	CLAIMS-MADE x OCCUR						MED EXP (Any one person)	\$5,000	
	x SIR						PERSONAL & ADV INJURY	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$5,000,000
	POLICY PROJECT x LOC						PRODUCTS - COMP/OP AGG	\$5,000,000	
B	AUTOMOBILE LIABILITY			BAP93766815	03/18/2019	03/18/2020	COMBINED SINGLE LIMIT (Each accident)	\$1,000,000	
	x ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	x HIRED AUTOS x NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	x Comp Ded: \$1000 x Coll Ded: \$1000								
C	UMBRELLA LIAB x OCCUR			WCISCEL000089802	03/18/2019	03/18/2020	EACH OCCURRENCE	\$5,000,000	
	x EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000	
	DED RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC930778716	03/18/2019	03/18/2020	x WC STATUTORY LIMIT	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH).	Y/N	N/A				EL EACH ACCIDENT	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below.	N					EL DISEASE - EA EMPLOYEE	\$1,000,000	
							EL DISEASE - POLICY LIMIT	\$1,000,000	
A	Other			MPL188981119	03/18/2019	03/18/2020	\$2M Occ / \$5M Agg		
D	Professional Liability			W1A195170401	11/20/2018	11/20/2019	\$5,000,000		
E	Employment Practices Liability			03-505-43-59	01/01/2019	01/01/2020	\$1,000,000 Ded: \$25,000		
F	Crime			MZB3079985	03/18/2019	03/18/2020	Blntk Bldg / BPP: \$15,077,371		
F	Property								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate of insurance evidencing coverage for Contemporary Services Corporation in response to RFP.

CERTIFICATE HOLDER	CANCELLATION
Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Harney

UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 953832166
Business name: CONTEMPORARY SERVICES CORPOATION
Doing business
as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
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