

Purchase Change Request

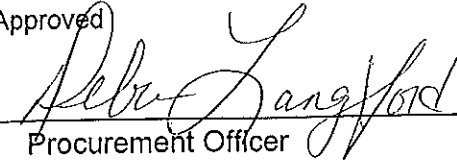
FY 17	Buyer dl	Date 11/29/16	Acct.# Various	P.O. Date 11/1/13	Order# SUDL14-02
----------	-------------	------------------	-------------------	----------------------	---------------------

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 Order <input type="checkbox"/> Agreement	Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance (\$25.00 Maximum) <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 checked="" type="checkbox"/> Other
--	---

Vendor Name, Address, FEIN, Phone # Manpower Attn: Art Thomm/Jamie Pitts 253-2 Aikens Center Martinsburg, WV 25404	Spending Unit Name & Address Shepherd University Human Resources Attn: Marie DeWalt PO Box 5000 Shepherdstown, WV 25443
---	--

Item #	Quantity	Description	Unit Price	Extended Price
		<p align="center">Change Order # 2</p> <p>To process a change order to renew the contract between Manpower and Shepherd University and to incorporate new pricing under the same terms and conditions as the original contract.</p> <p>Contract Period: November 1, 2016 through October 31, 2017 Effective Date: November 1, 2016 One (1) Renewal Remaining</p> <p>Food Service Assistant: \$11.55/hour Food Service Worker: \$12.70/hour Campus Service Worker: \$12.01/hour Landscape Worker: \$13.68/hour Administrative Secretary: \$13.68/hour Administrative Secretary Sr.: \$15.41/hour Administrative Associate: \$17.41/hour</p>		

Reason for Change: To renew the contract for an additional year under the same terms and conditions as the original contract and incorporate new pricing for services.	<table> <tr> <td>Previous Total</td> <td align="right">\$OPEN-END</td> </tr> <tr> <td>Increase</td> <td align="right">\$ _____</td> </tr> <tr> <td>Decrease</td> <td align="right">\$ _____</td> </tr> <tr> <td>New Total</td> <td align="right">\$OPEN-END</td> </tr> </table>	Previous Total	\$OPEN-END	Increase	\$ _____	Decrease	\$ _____	New Total	\$OPEN-END
Previous Total	\$OPEN-END								
Increase	\$ _____								
Decrease	\$ _____								
New Total	\$OPEN-END								

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 this service, this contract becomes of no effect and is null and void on June 30.	Approved  Procurement Officer	11/29/16 Date
--	---	------------------

November 16, 2016

Manpower
Attn: Art Thomm
253-2 Aikens Center
Martinsburg, WV 25404

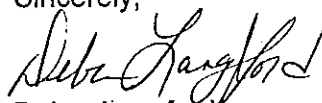
Dear Art,

Shepherd University would like to renew the contract between Shepherd University and Manpower for an additional year from November 1, 2016 through October 31, 2017 with the rate modifications per our conversations. The rates for the contract for the following positions will be as follows:

Food Service Assistant:	\$11.55/hour
Food Service Worker:	\$12.70/hour
Campus Service Worker:	\$12.01/hour
Landscape Worker:	\$13.68/hour
Administrative Secretary:	\$13.68/hour
Administrative Secretary Sr.:	\$15.41/hour
Administrative Associate:	\$17.41/hour

If you are in agreement with the rates identified above, please sign this letter and return to me so an official contract change order can be processed. If you have any questions or concerns, please feel free to contact me at (304) 876-5216. Thank you for your support of Shepherd University.

Sincerely,


Debra Langford

Executive Director of Procurement

Manpower


Art Thomm

Manpower Business Development Manager

Purchase Change Request

FY 16	Buyer dl	Date 3/18/16	Acct.# Various	P.O. Date 11/1/13	Order# SUDL14-02
----------	-------------	-----------------	-------------------	----------------------	---------------------

Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input checked="" type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input type="checkbox"/> Agreement	Purpose of Change (Check boxes applicable) <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance (\$25.00 Maximum) <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 checked="" type="checkbox"/> Other
--	--

Vendor Name, Address, FEIN, Phone # Manpower Attn: Jamie Pitts 253-2 Aikens Center Martinsburg, WV 25404	Spending Unit Name & Address Shepherd University Human Resources Attn: Marie DeWalt PO Box 5000 Shepherdstown, WV 25443
---	--

Item #	Quantity	Description	Unit Price	Extended Price
		Change Order # 1 To process a change order to renew the contract between Manpower and Shepherd University under the same terms, conditions and pricing as the original contract. Contract Period: November 1, 2015 through October 31, 2016 Effective Date: November 1, 2015 Two (2) Renewals Remaining		

Reason for Change: To renew the contract for an additional year under the same terms, conditions, and pricing as the original contract.	Previous Total	\$ <u>OPEN-END</u>
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ <u>OPEN-END</u>

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 this service, this contract becomes of no effect and is null and void after June 30.

Approved *Debra Langford* 3/18/16
 Procurement Officer Date

Shepherd University Board of Governors

Contract SUDL14-02

Buyer: dl

Page 1 of 7 Pages

Institution: Shepherd University

Preparation Date:
11/1/13

State Acct. Number:

Various

Fiscal Year: 2014

Purchase Order

Vendor Name and Address:

F.E.I.N.:
0000113794/141622015

Telephone Number:
(304) 263-2658

Ship to: Shepherd University Human Resources
PO Box 5000
Shepherdstown, WV 25443

Name: Manpower
Attn: Lisa Coblentz
Address: 253-2 Aikens Center
City, State, Zip: Martinsburg, WV 25404

Invoice in Quintuplicate To:
Shepherd University Procurement Services
217 Ikenberry Hall
PO Box 5000
Shepherdstown, WV 25443

Effective Date: 11/1/13 Terms: F.O.B. Shipping Date:

Contract Acceptance

Shepherd University

hereby accepts the bid of 22-Oct-13 (Date)

signed by Lisa Coblentz VP/Fran Co-Owner (Title)

of Manpower (Company)

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.

Total Amount of this
Purchase Order \$ **OPEN-END**

Debra Langford
Procurement Officer

SECTION 1-PRICING PAGE

1.1 SERVICES REQUESTED

The Services requested include labor, clerical, and administrative support. The services will include, but are not limited to, the following positions:

Job Title	Department	Equal to SU PG	Employee Hourly Salary	Job Duties	Hourly Rate for Position
Food Service Asst II	Dining Services	6	\$8.49	Prepares food; operates cash register.	\$11.15
Food Service Worker	Dining Services	8	\$9.48	Performs a wide variety of food preparation in Dining Services. Higher level of responsibility than Food Service Asst II position.	\$12.44
Campus Service Worker	Facilities Management	7	\$8.97	Provides a variety of custodial services in order to maintain the interior appearance of institutional buildings.	\$11.78
Landscape Worker	Facilities Management	10	\$10.21	Maintains and cares for the exterior appearance of institutional buildings, lawns, plantings, and grounds surrounding the campus. Assists with snow removal, trash removal, and event set-ups.	\$13.40
Admin Secretary	General Office Support	10	\$10.21	Performs routine secretarial and administrative duties following established departmental policies, procedures, and methods.	\$13.14
Admin Secretary - Sr.	General Office Support	12	\$11.51	Performs complex secretarial and administrative duties following established departmental policies, procedures, and methods.	\$14.81
Admin Associate	General Office Support	14	\$13.01	Provides high-level independent administrative support for managers and professional staff often involving knowledge and protection of confidential information.	\$16.74

Miscellaneous titles and salaries may be used on occasion in order to expedite the ability to get Shepherd University employees started in a position prior to them being placed on the Shepherd University payroll.

Salaries listed in table above reflect temporary worker's total compensation, as required by the University to be paid to the temporary employee by the temporary employment contractor. The pricing provided includes the per hour price (unit price including mark-ups for services provided by the vendor) for each of these positions.

Please include the company's regular business hours with an appropriate contact name and telephone number as well as address.

Hours of Operation: 8 AM to 5 PM Monday through Friday
After hours answering service also available for evenings and weekends

Manpower
253-2 Aikens Center
Martinsburg, WV 25404

Contact Person:
Justin Wilson, Branch Manager
304-263-3900

1.2 CONTRACTOR RESPONSIBILITIES

- A. Contractor, as employer of the temporary services employee, will be solely responsible for salary, worker compensation premiums, employment security premiums, I-9's and appropriate distribution of W-2 forms.
- B. Contractor will provide at least two (2) candidates for a placement within 48 hours of notice of a need by the University's Office of Human Resources, and further, as many additional candidates as necessary for University to elect to accept a placement.
- C. Contractor will provide candidates for placement who are eligible to begin the placement within five (5) business days unless otherwise agreed to in advance as to a specific placement.

- D. Contractor will accept the State Purchasing Card (Visa) for payments of invoices. Vendor must provide an itemized receipt along with a credit card processing slip to identify that the payment was processed in this manner. Purchasing card processing must only be processed upon the authorization of the purchasing card cardholder.
- E. Vendor's invoice must include with name of worker, title, hourly rate being charged, and the Department in which the temporary employee is working.
- F. Vendor will be responsible for disciplinary action and dismissing of employees.

1.3 Additional Positions

The University reserves the right to request additional positions not identified above as part of the contract. The University will request from the vendor to provide a price quote for such positions. Upon acceptance of the pricing identified, the University will purchase these services from the contractor. If the pricing presented by the vendor is not acceptable, the University reserves the right to obtain services from a non-contract vendor.

SECTION 2 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract; including, without limitation, the validity of this Purchase Order/Contract.
3. **ARBITRATION:** Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
4. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
5. **BUYER:** For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
6. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
7. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
8. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law; therefore, such a provision is void and of no effect.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.

13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. **SELLER:** For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued purchase Order from the Buyer.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. **TAXES:** The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

TERM OF CONTRACT: This contract becomes effective on November 1, 2013 and extends for a period of two (2) years. The vendor may cancel this contract after the initial two (2) year term by giving the Executive Director of Purchasing thirty (30) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Executive Director of Purchasing thirty (30) day 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 three (3) successive one-(1) year periods.

OPEN MARKET CLAUSE: The Executive Director of Purchasing may 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).

WORKERS' COMPENSATION REQUIREMENTS: The successful vendor shall also be in compliance with all rules and regulations of the State of West Virginia Workers' Compensation Fund and have all premiums paid and reports filed currently.

PREFERRED TERMS: The prices on this contract are firm for the initial two (2) year term of the contract. If this contract is renewed at the end of the initial two (2) year period, Procurement Services may accept or reject a proposed price increase for the succeeding terms.

OTHER OFFERINGS: The Contractor agrees that the resulting contract may be extended for participation by any or all West Virginia Higher Education Institutions and Agencies where the use of the contract becomes advantageous to all involved parties.