

**Shepherd University
Purchase Change Request**

FY	Buyer	Date	Acct. #	P.O. Date	Order #
2021	DL	1/24/2021	Various	10/25/2018	SUDL19-04

Document	Purpose of Change (Check Boxes Applicable)
<input type="checkbox"/> Requisition (Cancellation Only)	<input type="checkbox"/> Cancellation
<input type="checkbox"/> Regular Purchase Order	<input checked="" type="checkbox"/> Increase/Decrease
<input type="checkbox"/> Contract Purchase Order	<input type="checkbox"/> Unused Balance (\$25 Maximum)
<input checked="" type="checkbox"/> Open End Contract Purchase Order Agreement	<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: Manpower
Attn: Attn: Delayn Harley
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
		Change Order # <u>1</u>		
		To process a change order to renew the contract for an additional year with pricing increases as agreed upon by the two parties . . .		
		Effective Date: November 1, 2020		
		Contract Period: November 1, 2020 through October 31, 2021		
		Two (2) Renewals Remaining		

Reason for Change: To renew the contract for an additional year.

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 after June 30.

Approved:

 Procurement Officer 1/24/2021
Date


 Attorney General 2/28/2021
Date

Shepherd UNIVERSITY

Procurement Services

PO Box 5000
Shepherdstown
West Virginia 25443-5000
T 304-876-3216
F 304-876-5001

February 23, 2021

Manpower
Attn: Delayn Harley
253-2 Aikens Center
Martinsburg, WV 25404

Dear Delayn,

Shepherd University would like to renew Contract SUDL19-04 from November 1, 2020 through October 31, 2021. Per our conversation, the main positions that are utilized are identified below with the pay rate, the bill rate and the overtime rate. These will have updated pricing incorporated for this renewal time period.

Landscape Worker:
Pay Rate: \$11.00 per hour
Bill Rate: \$14.30 per hour
Overtime Rate: \$21.45 per hour

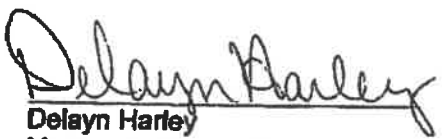
Campus Service Worker:
Pay Rate: \$11.00 per hour
Bill Rate: \$14.30 per hour
Overtime Rate: \$21.45 per hour

Administrative Assistant:
Pay Rate: \$13.13 per hour
Bill Rate: \$17.07 per hour
Overtime Rate: \$25.60 per hour

If you are in agreement with this information, please sign the line below and return to me so that I contract change order can be processed. If you have any questions or concerns, please email me at dlangfor@shepherd.edu or call me directly at (304) 876-5055. Thank you for your support of Shepherd University and your assistance with this matter.

Sincerely,


Debra Langford
Executive Director of Procurement


Delayn Harley
Manpower Branch Manager

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 § 23-20-2, 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 §81-5-3) 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: Morvekup, Inc. dba Manpower

Authorized Signature: [Signature] Date: 2-16-21

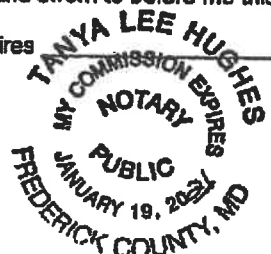
State of Maryland

County of Frederick, to-wit:

Taken, subscribed, and sworn to before me this 16 day of February, 2021.

My Commission expires Jan. 19, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC Tanya L Hughes

OFFICE OF THE SECRETARY OF STATE

NOTICE

This notice is given by the Secretary of State acting pursuant to the Proclamation of Governor Lawrence J. Hogan, Jr. (the "Governor") dated March 5, 2020 proclaiming a state of emergency and a catastrophic health emergency related to COVID-19, as it may be amended or renewed from time to time, and the Order of the Governor dated March 12, 2020 entitled "Extending Certain Licenses, Permits, Registrations, and Other Governmental Authorizations, and Authorizing Suspension of Legal Time Requirements", as it may be amended from time to time, after finding that the action(s) described herein will not endanger the public health, welfare, or safety.

The four year statutory term of a notary public set forth in Section 18-103(c)(1) of the State Government Article, Maryland Annotated Code shall be extended for all notaries public with an active notary commission. Furthermore, the notice and timing requirements set forth in Section 18-103(d), (e)(6) of the State Government Article, Annotated Code of Maryland are suspended. Any effect of Title 18 of the State Government Article, Annotated Code of Maryland inconsistent with the foregoing is hereby suspended.

Effective immediately and signed on this 20th day of March, 2020, this Notice shall remain in effect until 30 days after the state of emergency has been terminated and the proclamation of the catastrophic health emergency has been rescinded.



John C. Wobensmith
Secretary of State



Shepherd University Board of Governors

Contract SUDL19-04

Buyer: dl

Page 1 of 7 Pages

Institution: Shepherd University

Preparation Date:
10/25/2018

State Acct. Number:

Various

Fiscal Year: 2019

Purchase Order

Vendor Name and Address:

wvoASIS Number
VCO000024405

Telephone Number:
304-263-3900

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

Manpower
Attn: Lynn Gwinn
253-2 Alkens Center
Martinsburg, WV 25404

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

Effective Date: 11/1/2018 Terms: F.O.B. Shipping Date:

Contract Acceptance

Shepherd University

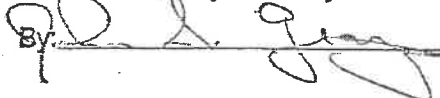
hereby accepts the bid of 12-Oct-18 (Date)

signed by Lisa Coblentz President/Owner (Title)

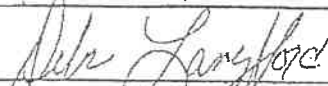
of Manpower (Company)

Approved as to form this 4th day of March, 2019.

Patrick Morrisey, Attorney General

By: 

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

Procurement Officer

2018 10/26/18

APPROVED AS TO FORM
GENERAL COUNSEL

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:

<u>Position Title</u>	<u>Pay Rate</u>	<u>Hourly Rate</u>	<u>Off (Overtime) Hours Including Weekends, if required</u>
A. Landscape Worker Plans, organizes, coordinates and performs landscaping activities on campus.	\$10.36	\$13.67	\$18.59
B. Painter Applies preparatory materials, paints, and stains to surfaces to walls, ceilings, equipment, and furniture as well as prepares and applies appropriate materials to signage and irregular surfaces such as parking lots, streets, and athletic play areas.	\$13.13	\$17.33	\$23.57
D. Building Service Worker Provide a variety of custodial services in order to maintain the interior appearance of institutional buildings.	\$9.85	\$13.00	\$17.68
E. Administrative Secretary Performs a routine to moderately complex secretarial duties following established departmental policies, procedures, and methods to support a department, institute, center academic area, or program.	\$11.38	\$14.91	\$20.28
F. Administrative Secretary Sr. Provides lead administrative and secretarial support for a department, institute, center, academic area, or program by performing a variety of complex clerical and administrative duties.	\$13.13	\$17.20	\$23.39
G. Administrative Associate	\$13.13	\$17.20	\$23.39

Supports the general administrative functions of a wide variety of academic or administrative units.

- H. Executive Secretary \$15.13 \$19.82 \$26.96
 Provides full administrative and clerical support to a principal administrator of the institution, such as a Dean, Assistant Vice President, or Vice President.
- I. Administrative Assistant \$13.13 \$17.20 \$23.39
 Provides high-level administrative assistance to executives and supports the general administrative functions of a wide variety of academic and administrative units.
- J. Data Entry Clerk \$11.38 \$14.91 \$20.28
 Performs routine and repetitive data entry tasks involving the operation of a person computer or mainframe terminal.
- K. Accountant \$15.13 \$19.82 \$26.96
 Performs a variety of technical accounting and/or auditing work, which requires the application of accounting theory and practices.

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.

Hourly "pay" rates listed above reflect temporary workers' compensation to be paid by the temporary employment contractor.

The hourly rate is the hourly pay rate including any mark-ups for services provided by the vendor for the positions.

1.2 CONTACT INFORMATION

Company Business Hours with Contact Information

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:
Lynn Gwinn
304-263-3900

1.3 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's invoice must include the name of worker, title, hourly rate being charged, and the Department in which the temporary employee is working.
- E. Contractor will be responsible for disciplinary action and dismissing of employees.

1.4 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, 2018 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 Director of Procurement Services thirty (30) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the 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 Director of Procurement Services 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.