



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 2

[List View](#)

### General Information

Procurement Folder: 1453543

Procurement Type: Statewide MA (Open End)

Vendor ID: VS0000039750

Legal Name: Abacus staffing and services pvt ltd

Alias/DBA:

Total Bid: \$0.00

Response Date: 07/16/2024

Response Time: 13:21

Responded By User ID: Abacussvc

First Name: April

Last Name: Szlaga

Email: governmentsales@abacus

Phone: 8664022228

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2400000006

Published Date: 7/11/24

Close Date: 7/16/24

Close Time: 13:30

Status: Closed

Solicitation Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES

Total of Header Attachments: 2

Total of All Attachments: 2



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

**Proc Folder:** 1453543  
**Solicitation Description:** STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES  
**Proc Type:** Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2024-07-16 13:30	SR 0212 ESR07162400000000442	1

**VENDOR**  
VS0000039750  
Abacus staffing and services pvt ltd

**Solicitation Number:** CRFQ 0212 SWC2400000006  
**Total Bid:** 0  
**Response Date:** 2024-07-16  
**Response Time:** 13:21:15  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
80111600			

**Commodity Line Comments:**

**Extended Description:**

TEMPORARY EMPLOYEE STAFFING SERVICES:  
Note: Vendor must use Exhibit\_A Pricing Page(s) for bid pricing and submit with bid.  
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line and attach the pricing page to their bid.

## STATEWIDE COVERAGE:

Each Job Classification submitted will  
be required for vendor to provide in all 55  
counties throughout the State of West Virginia.

## REQUEST FOR QUOTATION

CRFQ SWC2400000006

(CMA TEMP24)

Temporary Staffing Services

EXHIBIT\_A

Classification	Worker Pay Rate	Withholding Rate	Overhead Rate	Total Rate*
Accounting Technician 2	\$ 16.00	\$ 0.82	\$ 3.82	\$ 20.64
Administrative Services Assistant 1	\$ 15.00	\$ 0.77	\$ 3.58	\$ 19.35
Administrative Services Assistant 2	\$ 18.00	\$ 0.92	\$ 4.30	\$ 23.22
Cook	\$ 13.50	\$ 0.69	\$ 3.22	\$ 17.41
Custodian	\$ 14.00	\$ 0.72	\$ 3.76	\$ 18.48
Data Entry Operator2	\$ 16.00	\$ 0.82	\$ 3.82	\$ 20.64
Executive Secretary	\$ 20.00	\$ 1.02	\$ 4.78	\$ 25.80
Groundskeeper	\$ 14.50	\$ 0.74	\$ 3.90	\$ 19.14
Health Service Worker	\$ 16.00	\$ 0.82	\$ 3.82	\$ 20.64
Laboratroy Assistant 3	\$ 25.00	\$ 1.28	\$ 5.97	\$ 32.25
Laborer	\$ 14.00	\$ 0.72	\$ 3.76	\$ 18.48
Mail Runner	\$ 14.50	\$ 0.74	\$ 3.46	\$ 18.70
Office Assistant 2	\$ 16.50	\$ 0.84	\$ 3.94	\$ 21.28
Office Assistant 3	\$ 22.00	\$ 1.13	\$ 5.25	\$ 28.38
Paralegal	\$ 23.00	\$ 1.18	\$ 5.49	\$ 29.67
Parking Attendant	\$ 13.00	\$ 0.67	\$ 3.10	\$ 16.77
Word Processor	\$ 18.00	\$ 0.92	\$ 4.30	\$ 23.22

\* Vendor should enter their Worker Rate + Withholding Rate + Overhead Rate and the Total Rate box will automatically calculate.

Vendor Name: \_\_\_\_\_ Abacus Service Corporation \_\_\_\_\_

Contact Person: \_\_\_\_\_ Caitlin Clark \_\_\_\_\_

Phone #: (248) 876-0761 \_\_\_\_\_

Fax #: (248) 479-0811 \_\_\_\_\_

Email: \_\_\_\_\_ caitlin@abacusservice.com \_\_\_\_\_

Signature: \_\_\_\_\_ Caitlin Clark \_\_\_\_\_

Date: 07/16/2024 \_\_\_\_\_



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote  
Service - Prof

Proc Folder: 1453543

Doc Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES

Reason for Modification:

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-01	2024-07-16 13:30	CRFQ 0212 SWC2400000006	1

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

Vendor Customer Code: VS0000039750

Vendor Name : Abacus Service Corporation

Address : 25925 Telegraph Road, Suite 110

Street :

City : Southfield

State : Michigan

Country : United States

Zip : 48033

Principal Contact : April Szlaga

Vendor Contact Phone: (248) 876-0761

Extension:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

Vendor  
Signature X

FEIN# 20-2060203

DATE 07/12/24

All offers subject to all terms and conditions contained in this solicitation

<b>ADDITIONAL INFORMATION</b>
The West Virginia Purchasing Division is soliciting bids to establish a Statewide Open-End contract for (17) specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia, per the attached documents.
Note: Vendors bidding on each classification will be required to provide the job classification to all State Agencies throughout the State of West Virginia.

<b>INVOICE TO</b>	<b>SHIP TO</b>
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City US	No City US
WV	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
80111600			

**Extended Description:**  
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Note: Vendor must use Exhibit\_A Pricing Page(s) for bid pricing and submit with bid.

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SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions due by 2:00 PM EDT	2024-07-03

	Document Phase	Document Description	Page 3
SWC2400000006	Draft	STATEWIDE CONTRACT - TEMPORARY STAFFING SERVICES	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



WV STATE GOVERNMENTHIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.



- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents



and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

State of West Virginia  
Name of Agency: WV Purchasing Division

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Associate: Abacus Service Corporation  
(Vendor)

Signature: Caitlin Clark

Title: Account Manager

Date: 07/12/24

Form - WVBAA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Jun 20 13  
Patrick Morrissey  
Attorney General  
BY \_\_\_\_\_





Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote  
Service - Prof

<b>Proc Folder:</b> 1453543			<b>Reason for Modification:</b> ADDENDUM_1
<b>Doc Description:</b> STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-07-08	2024-07-16 13:30	CRFQ 0212 SWC2400000006	2

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

**Vendor Customer Code:** VS0000039750  
**Vendor Name :** Abacus Service Corporation  
**Address :** 25925 Telegraph Road, Suite 110  
**Street :**  
**City :** Southfield  
**State :** Michigan **Country :** United States **Zip :** 48033  
**Principal Contact :** April Szlaga  
**Vendor Contact Phone:** (248) 522-8005 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

Vendor  
Signature X

FEIN# 20-2060203

DATE 07/12/24

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

ADDENDUM\_1 is issued for the following:

1.To publish the Purchasing Division's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

-----  
The West Virginia Purchasing Division is soliciting bids to establish a Statewide Open-End contract for (17) specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia, per the attached documents.

Note: Vendors bidding on each classification will be required to provide the job classification to all State Agencies throughout the State of West Virginia.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
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**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00 PM EDT	2024-07-03

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0212 SWC2400000006**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Abacus Service Corporation

Company



Authorized Signature

07/12/24

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote  
Service - Prof

<b>Proc Folder:</b> 1453543			<b>Reason for Modification:</b> ADDENDUM_2
<b>Doc Description:</b> STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-07-11	2024-07-16 13:30	CRFQ 0212 SWC2400000006	3

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

**Vendor Customer Code:** VS0000039750  
**Vendor Name :** Abacus Service Corporation  
**Address :** 25925 Telegraph Road, Suite 110  
**Street :**  
**City :** Southfield  
**State :** Michigan  
**Country :** United States  
**Zip :** 48033  
**Principal Contact :** April Szlaga  
**Vendor Contact Phone:** (248) 522-8005  
**Extension:**

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

Vendor  
Signature X

FEIN# 20-2060203

DATE 07/12/24

All offers subject to all terms and conditions contained in this solicitation

<b>ADDITIONAL INFORMATION</b>
ADDENDUM_2 is issued for the following:  1. To publish additional information to the Purchasing Division's responses provided in Addendum_1.  No Other Changes.  ----- The West Virginia Purchasing Division is soliciting bids to establish a Statewide Open-End contract for (17) specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia, per the attached documents.  Note: Vendors bidding on each classification will be required to provide the job classification to all State Agencies throughout the State of West Virginia.

<b>INVOICE TO</b>	<b>SHIP TO</b>
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOURLY		

Comm Code	Manufacturer	Specification	Model #
80111600			

**Extended Description:**  
TEMPORARY EMPLOYEE STAFFING SERVICES:

Note: Vendor must use Exhibit\_A Pricing Page(s) for bid pricing and submit with bid.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line and attach the pricing page to their bid.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions due by 2:00 PM EDT	2024-07-03

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0212 SWC2400000006**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

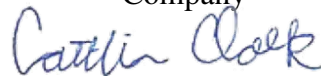
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
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Abacus Service Corporation

Company



Authorized Signature

07/12/24

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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State of West Virginia  
Centralized Request for Quote  
Service - Prof

<b>Proc Folder:</b> 1453543			<b>Reason for Modification:</b>
<b>Doc Description:</b> STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-07-01	2024-07-16 13:30	CRFQ 0212 SWC2400000006	1

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

**Vendor Customer Code:** VS0000039750  
**Vendor Name :** Abacus Service Corporation  
**Address :** 25925 Telegraph Road, Suite 110  
**Street :**  
**City :** Southfield  
**State :** Michigan  
**Country :** United States  
**Zip :** 48033  
**Principal Contact :** April Szlaga  
**Vendor Contact Phone:** (248) 522-8005  
**Extension:**

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

Vendor  
Signature X

FEIN# 20-2060203

DATE 07/12/24

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids to establish a Statewide Open-End contract for (17) specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia, per the attached documents.

Note: Vendors bidding on each classification will be required to provide the job classification to all State Agencies throughout the State of West Virginia.

**INVOICE TO**

ALL STATE AGENCIES  
VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

**SHIP TO**

STATE OF WEST VIRGINIA  
VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
80111600			

**Extended Description:**

TEMPORARY EMPLOYEE STAFFING SERVICES:

Note: Vendor must use Exhibit\_A Pricing Page(s) for bid pricing and submit with bid.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line and attach the pricing page to their bid.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 2:00 PM EDT	2024-07-03



	Document Phase	Document Description	Page 3
SWC2400000006	Final	STATEWIDE CONTRACT - TEMPORARY STAFFING SERVICES	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote  
Service - Prof

<b>Proc Folder:</b> 1453543			<b>Reason for Modification:</b> ADDENDUM_1
<b>Doc Description:</b> STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-07-08	2024-07-16 13:30	CRFQ 0212 SWC2400000006	2

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

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Vendor  
Signature X

FEIN#

20-2060203

DATE

07/12/24

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

ADDENDUM\_1 is issued for the following:

1.To publish the Purchasing Division's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

-----  
The West Virginia Purchasing Division is soliciting bids to establish a Statewide Open-End contract for (17) specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia, per the attached documents.

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**INVOICE TO**

ALL STATE AGENCIES  
VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

**SHIP TO**

STATE OF WEST VIRGINIA  
VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
80111600			

**Extended Description:**

TEMPORARY EMPLOYEE STAFFING SERVICES:

Note: Vendor must use Exhibit\_A Pricing Page(s) for bid pricing and submit with bid.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line and attach the pricing page to their bid.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00 PM EDT	2024-07-03

	Document Phase	Document Description	Page 3
SWC2400000006	Final	STATEWIDE CONTRACT - TEMPORARY STAFFING SERVICES	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote  
Service - Prof

<b>Proc Folder:</b> 1453543			<b>Reason for Modification:</b> ADDENDUM_2
<b>Doc Description:</b> STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-07-11	2024-07-16 13:30	CRFQ 0212 SWC2400000006	3

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

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mark.a.atkins@wv.gov

Vendor  
Signature X

FEIN# 20-2060203

DATE 07/12/24

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<b>ADDITIONAL INFORMATION</b>
ADDENDUM_2 is issued for the following:  1. To publish additional information to the Purchasing Division's responses provided in Addendum_1.  No Other Changes.  ----- The West Virginia Purchasing Division is soliciting bids to establish a Statewide Open-End contract for (17) specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia, per the attached documents.  Note: Vendors bidding on each classification will be required to provide the job classification to all State Agencies throughout the State of West Virginia.

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ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV US

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Comm Code	Manufacturer	Specification	Model #
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SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions due by 2:00 PM EDT	2024-07-03

	Document Phase	Document Description	Page 3
SWC2400000006	Final	STATEWIDE CONTRACT - TEMPORARY STAFFING SERVICES	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



ABACSER-01

BGARCIA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2024

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	<b>CONTACT NAME:</b> Shari Goercke <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> shari.goercke@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Everest National Insurance Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b>  Abacus Service Corporation 25925 Telegraph Rd, Suite 110 Southfield, MI 48033	<b>NAIC #</b> 10120

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

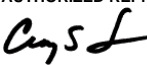
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			91ML002478231	10/17/2023	10/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Stop Gap \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			91ML002478231	10/17/2023	10/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			91EX000438-231	10/17/2023	10/17/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liabili			91ML002478231	10/17/2023	10/17/2024	Occurrence&Aggregate 2,000,000
A	Crime			91CR001424-231	10/17/2023	10/17/2024	Limit: 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured is included on the General Liability, Hired and Non-Owned Auto, Professional Liability & Employment Practices Liability.  
Primary and Noncontributory included on the General Liability and Hired and Non-Owned Auto, and Professional Liability.  
Waiver of Subrogation is included on the General Liability, Hired and Non-Owned Auto and Workers Compensation and Professional Liability.  
Alternate Employer Endorsement included on Workers Compensation.  
Umbrella policy follows form.  
Umbrella extends over the Hired and Non-Owned Auto, Employers Liability, Workers Comp, General Liability including Products-Completed Operations, Employee Benefits Liability & Professional Liability E&O.  
SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

<b>The West Virginia Purchasing Division</b> 2019 Washington Steet East Charleston, WV 25305	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	--





## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Hub International Northwest LLC</b>		NAMED INSURED <b>Abacus Service Corporation</b> 25925 Telegraph Rd, Suite 110 Southfield, MI 48033	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Theft of Client property (3rd party crime) included w/ \$2M limit

No Owned Autos.  
Forms Attached.  
Copies of complete policies upon request.

**CYBER LIABILITY COVERAGE: \$5,000,000 Limit**  
Carrier -ACE  
Effective 10-17-23 to 10-17-24  
Policy # F16799130002  
Third Party Cyber Liability Cyber Security Liability & Communications & Media  
Limits \$5,000,000  
\$25,000 Deductible

**EXCESS CYBER LIABILITY COVERAGE: Additional \$5,000,000 Limit**  
Carrier - ScottsDale Indemnity Company  
Effective 10-17-23 to 10-17-24  
Policy # EKI3498601  
Underlyng policy: F16799130001  
Limits \$5,000,000

**EMPLOYMENT PRACTICES LIABILITY COVERAGE:**  
Carrier - Everest National Insurance Company  
Effective 10-17-23 to 10-17-24  
Policy #91ML002478231  
Limits \$2,000,000 Occurrence \$2,000,000 Aggregate  
\$25,000 Deductible

**CRIME COVERAGE**  
Carrier Hiscox  
Effective 10-17-23 to 10-17-24  
Policy #UC2495334823  
Limit \$1,000,000  
\$25,000 Deductible

**CRIME COVERAGE (with theft of client property)**  
Carrier: Everest National Insurance Company  
Effective 10-17-23 to 10-17-24  
Policy #91CR001424231  
Limit \$2,000,000  
\$5,000 Deductible

**EXCESS UMBRELLA COVERAGE**  
Carrier: Federal Insurance Company  
Effective 10-17-23 to 10-17-24  
Policy #78195034  
Underlyng policy: #91EX000438-231  
Limit \$7,000,000

**EXCESS CRIME COVERAGE**



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Hub International Northwest LLC</b>		NAMED INSURED <b>Abacus Service Corporation</b> 25925 Telegraph Rd, Suite 110 Southfield, MI 48033
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Carrier: Great American Insurance Company  
Effective 11-2-23 to 10-17-24  
Policy #SAA F126154  
Underlyng policy: #91CR001424231  
Limit \$3,000,000  
\$2,000 Deductible

Technology Professional Liability COVERAGE  
Carrier: Everest National Insurance Company  
Effective 10-17-23 to 10-17-24  
Policy #91ML002478-231  
Aggregate Limit \$2,000,000  
Each Claim Limit \$1,000,000  
\$50,000 Deductible

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person(s) or organization(s) who you are required by contract or agreement to name as additional insured (s) on this policy as per the terms of this endorsement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.