



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

# Request for Quotation

RFQ NUMBER  
 TEMP11

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 42  
 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2011				

BID OPENING DATE: 04/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10						
REQUISITION NO.: TEMP11						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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SHIP TO	ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER
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BID OPENING DATE: 04/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>..... SIGNATURE ..... COMPANY ..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		946-10-01-001		
TEMPORARY EMPLOYEE SERVICES						
***** THIS IS THE END OF RFQ TEMP11 ***** TOTAL:						

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1Q	The bid information states that some agencies may request that background checks and/or drug testing be conducted, but it is not mandatory for all positions/agencies. Therefore, can the expenses for doing so be rebilled to only the agencies that actually request such checks or should the expense for doing background checks and/or drug testing be factored into our bill rates "just in case" some agencies might request such checks/testing?
1A	BRIM routinely asks of every state agency if they perform background checks on employees (especially new hires), especially those that have any involvement with volunteers, minor children or vulnerable adults. This acts as a mechanism to eliminate candidates or current employees that may pose a risk to those we are entrusted to protect. Drug tests are not required, but we feel are needed. If the state agency requests that a background and/or drug test be conducted the vendor must provide the testing at no additional cost to the state agency.
2Q	Can you please provide a map and/or a website that can be accessed so that we will know which counties are contained in each of the 4 regions?
2A	A regional map is included in this addendum.
3Q	Will any of the positions involve the driving of state vehicles by temporary employees, and if yes, will the state sign a "vehicular" hold harmless acknowledging that the temporary agency cannot provide insurance coverage on state vehicles?
3A	A temporary employee may be asked to perform any number of tasks, one of which could be driving of a State vehicle. The State will <b>not</b> sign a "vehicular" hold harmless agreement. BRIM vehicle coverage extends to persons (including temporary workers) who operate a state vehicle with the permission of a person who is authorized to grant such permission. This coverage does <b>not</b> extend to a vendor providing the temporary worker.
4Q	Will any of the positions involve a temporary employee handling cash or any type of negotiable documents and if yes, will the state sign a "cash handling" hold harmless agreement for the agency providing the temporary employee?
4A	A temporary employee may be asked to perform any number of tasks, one of which could be handling cash or negotiable instruments. The State will <b>not</b> sign a "cash handling" hold harmless agreement. BRIM insurance coverage extends to persons (including temporary workers) who handle cash or negotiable instruments with the permission of a person who is authorized to grant such permission. This coverage does <b>not</b> extend to a vendor providing the temporary worker.



**PRICING PAGE - TEMP11  
REGION I**

Vendor Name: \_\_\_\_\_  
 # Years Providing Temp Svc: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

**NOTE: If you do not cover entire region, circle counties where you do supply temporaries.**

**Region I - Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, Tyler and Ritchie**

CLASSIFICATION	REGION I			
	Worker Pay	Statutory	Overhead	Total
1 Accounting Technician 2				
2 Administrative Services Assistant 1				
3 Administrative Services Assistant 2				
4 Cook				
5 Custodian				
6 Data Entry Operator 2				
7 Executive Secretary				
8 Groundskeeper				
9 Health Service Worker (Certified Nursing Program)				
10 Laboratory Assistant 3				
11 Laborer				
12 Mail Runner				
13 Office Assistant 2				
14 Office Assistant 3				
15 Painter				
16 Paralegal				
17 Parking Attendant				
18 Word Processor				

**REFERENCES - REGION I**

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

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

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

**SIGN IN SHEET**  
**TEMP 11**  
 PLEASE PRINT

Page 1 of 3  
 Date: 3/16/2011

**Request for Proposal No.**

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Adecco</u>	<u>1006 Washington St E</u>	PHONE <u>304 345-8367</u>
Rep: <u>Melinda Brooks</u>	<u>Charleston, WV 25301</u>	TOLL FREE
Email Address: <u>melinda.brooks@adecco.com</u>		FAX <u>304 345 8366</u>
Company: <u>Extens Support Staffy</u>	<u>P.O. Box E</u>	PHONE <u>304 475-4000 X103</u>
Rep: <u>Jim Winans</u>	<u>Parkersburg, WV</u>	TOLL FREE <u>800 759 4004</u>
Email Address: <u>Jim.winans@winansservices.com</u>		FAX <u>304 475-4570</u>
Company: <u>Extens Support Staffy</u>	<u>P.O. Box E</u>	PHONE <u>304-485-4000 111</u>
Rep: <u>CHRISTIAN KAGE</u>	<u>Parkersburg, WV</u>	TOLL FREE <u>800-485-7570</u>
Email Address: <u>christian.kage@winansservices.com</u>		FAX <u>304-485-7570</u>
Company: <u>WV Assoc. of Rehabilitation Fac</u>	<u>209 W. St. W</u>	PHONE <u>(304) 205-7970</u>
Rep: <u>Mary Jones</u>	<u>Charleston, WV 25302</u>	TOLL FREE
Email Address: <u>mjones@warf.org</u>		FAX <u>(304) 205-7915</u>
Company: <u>Forte Staffing</u>	<u>1204 Virginia St E</u>	PHONE <u>304.343-8070</u>
Rep: <u>Erbyn Spencer</u>	<u>Charleston, WV 25301</u>	TOLL FREE
Email Address: <u>ErbynSpencer@gmail.com</u>		FAX <u>304.343-8070</u>

Choise Staffing 167 Eagle School Rd Ste 105 304 444 7080  
Karry Waters Marketburg, WV 25404  
Karru Winans Stantist.com 888 811 0927



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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Forte Staffing, Inc</u>	<u>1650 8th Ave</u> <u>Huntington, WV 25703</u>	PHONE <u>(304) 300-8080</u> TOLL FREE _____ FAX _____
Rep: <u>David L. Groves</u>	_____	_____
Email Address: <u>dgroves500@gmail.com</u>	_____	_____
Company: <u>Saunders Staffing, Inc</u>	<u>P.O. Box 211</u>	PHONE <u>304 325 3369 #12</u> TOLL FREE _____ FAX _____
Rep: <u>Connie Saunders</u>	<u>Bluefield WV 26070</u>	PHONE <u>304 325 3369 #12</u> TOLL FREE _____ FAX _____
Email Address: <u>saundersem@earthlink.net</u>	_____	_____
Company: _____	_____	PHONE _____ TOLL FREE _____ FAX _____
Rep: _____	_____	_____
Email Address: _____	_____	_____
Company: _____	_____	PHONE _____ TOLL FREE _____ FAX _____
Rep: _____	_____	_____
Email Address: _____	_____	_____
Company: _____	_____	PHONE _____ TOLL FREE _____ FAX _____
Rep: _____	_____	_____
Email Address: _____	_____	_____

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ESI Temporary Employment</u>	<u>212 Dav's Ave</u>	PHONE <u>304 637-4141</u>
Rep: <u>Stolis Vance</u>	<u>2844 E. Kings Rd</u>	TOLL FREE _____
Email Address: <u>HVance11@WVsol.net</u>		FAX <u>304-637-2813</u>
Company: <u>MANPOWER</u>	<u>503 PENN. AVE., CHARLESTON, WV</u>	PHONE <u>304-345-9617</u>
Rep: <u>DIANE STRONG-TREISTER</u>	<u>25302 JOLL</u>	TOLL FREE _____
Email Address: <u>diane.strong-treister@na.manpower.com</u>		FAX <u>304 345. 7390</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____