

AdvantageME MA No: **18P 16070700000000000003**
STATE OF MAINE
Department of Administrative and Financial Services
Division of Purchases
Agreement to Purchase Services

THIS AGREEMENT, made this 12th day of July, 2016, is by and between the State of Maine, Department of Administrative and Financial Services, Division of Purchases, herein called "Department" and Maine Business Services d/b/a Manpower located at 70 Center Street, Portland, ME 04101, telephone 207-784-9353, hereinafter called "Provider", for the period of July 18, 2016 to July 17, 2018. Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two renewals (the first renewal for two years and the second renewal for one year), as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The AdvantageME Vendor/Customer number of the Provider is VS0000000069

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 1 original copies.

Department of Administrative and Financial Services,
Division of Purchases

By: *Kathy Paquette*
Kathy Paquette, Procurement Manager

and

Maine Business Services d/b/a Manpower

By: *April Clark*
April Clark, President

Total Agreement Amount: \$Unencumbered - State agencies will use on an as-needed basis

Approved: *Kevin M. Sheerin*
Chair, State Purchases Review Committee
BP54 (Rev 1/12)

UNENCUMBERED
JUL 28 2016
NO FUNDS RESERVED
FOR THIS CONTRACT

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

This contract is for the provision of Temporary Staffing Services to all branches and agencies of the State of Maine government and is entered into by the Department and the Provider pursuant to RFP #201604090. The RFP, RFP questions and answers, and the Provider's proposal are incorporated into this contract by reference. The following sections are adapted from the RFP and the Provider's proposal and are provided below for clarification and ease of reference.

Locally Owned and Globally Connected - Maine Business Services, Manpower's Maine-owned and operated franchise, celebrated its 55th Anniversary in Maine in January 2016. Providing both recruiting and payrolling services to nearly 300 Maine companies and non-profits last year, office locations in Maine include Augusta, Auburn, Rockland, Bangor, Portland, Biddeford, and Springvale. Client locations range from Presque Isle to Kittery. The types of placements we make include the broad categories of:

- | | | |
|-----------------------|--------------------------|---------------------------|
| •Temporary placements | •Payrolling | •Professional positions |
| •Short term contracts | •Permanent placements | •Administrative positions |
| •Long term contracts | •Temp-to perm placements | •Industrial positions |

More information about Manpower-Maine can be found at www.manpowermaine.com.

Types of Staffing Assignments – State agencies have a wide range of Temporary Staffing needs, and may utilize either agency-recruited or Provider-recruited resources.

Manpower will conduct a market comparison of the proposed hourly rates for agency-recruited individuals upon agency request.

See appendix D for cost and staffing categories.

Type of Contract and Ordering Process - The Agency will send Manpower a Job Description which will contain the duties required. The Agency and Manpower must agree upon the Resource's Staffing Category (as shown on **Appendix D**), in writing and in advance of work performance. The Staffing Category shall be dictated by the potential risks associated with the position. Once in agreement, the Agency will create a Delivery Order (DO) with Job Description which will include the Staffing Category agreed upon, the hourly rate, multiplier and total bill rate. The DO will route to Purchases for final approval and once approval is applied the vendor will receive a copy of the DO via email. The email is generated from the procurement contact information on Vendor Self Service. The email the Delivery order will be sent to is augusta.me@manpower.com

Point(s) of Contact: Sarah Cummings	Lydia Sy (alternate/additional contact)
Telephone(s): 207-622-1535	207-622-1535
Email: sarah.cummings@manpower.com	Lydia.sy@manpower.com

Employment of Staffing Resources - Manpower is responsible for all payroll withholding requirements; for communicating its benefits, timecards, policies and safety practices to its employees; and for all required insurances for its employees.

Recruiting for State of Maine Positions - Manpower implements a robust channel approach to recruiting top talent for our clients. It utilizes this customized approach to incorporate all levels of recruitment simultaneously. A sampling of its strategy includes job boards (local and national), social media (with over 11,200 Facebook

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followers, Manpower has the largest employment social media presence in the state), print ads, professional associations, referrals, traditional media, diversity partnerships, job fairs, internet mining, grassroots activities, and many others.

Interview and Screening Process - Manpower understands that it will be primarily responsible for interviewing and screening candidates when an Agency asks it to identify and recruit a Resource. Depending upon the preference of the Agency, Manpower is able to perform any combination of the following:

- Submit resumes & skill profiles to the Agency
- Submit candidate overviews to the Agency
- Submit recorded candidate interviews (in web-based video form) to the Agency
- Schedule interviews (either face-to-face or via video) with the Agency
- Place candidates based on solely on our sourcing and evaluation (without involvement of Agency resources)

Background and Security Checks - Agencies may request background and security checks. The cost of any required security clearance checks for Manpower associates will be borne by Manpower. Manpower will work with the State of Maine to meet requirements for background check and drug screening. Candidates will not be sent to begin work until the appropriate background checks and drug screens have been completed and the results confirm that a candidate has been cleared.

Drug testing - Manpower's standard drug screen is a 5-panel point-of-collection urine test. Manpower has the capability of conducting a 10-panel lab test as well. All drug screening is done at an approved collection facility, and in accordance with our Maine state-approved substance abuse testing program.

Fingerprinting - When fingerprinting is required by a State Agency, Manpower will work with the candidate to set up an appointment at the appropriate local facility, and shepherd the process toward completion.

Manpower Assessments - During Manpower's screening process, an applicant's skills and knowledge are verified through a variety of assessments, as appropriate. Available assessments include: administrative, data entry, computer skills, accounting, skilled trades, professional and technical skill sets.

PowerYOU Training - With the ever-changing demands in today's world of work, Manpower considers training to be a key differentiator for associates' productivity, efficiency, and long term satisfaction. The Manpower *PowerYOU* training system contains over 5,000 online courses in business skills, desktop skills, contact center, health and safety, information technology, and telecommunications training, and are offered to at no cost to Manpower associates on assignment at the State of Maine. This means that if a state agency needs to upgrade a Manpower associate's skills throughout the course of an assignment, Manpower can help the associate get the training, saving the Agency time and money.

Compliance with State Policies and Procedures - Manpower will comply with the State of Maine's policies regarding travel, consent to hire, and other policies.

Sensitive or confidential information - Every Manpower associate agrees to maintain confidentiality by signing an agreement.

Travel Policy <http://www.maine.gov/osc/travel/addtltravelinfo.shtml>

When a Temporary Staffing Resource is required to travel as part of his or her assignment with an Agency, the Provider will reimburse the Resource for travel in accordance with the State's travel policy and will invoice the Agency for the allowable travel costs. The invoice will include details regarding the miles traveled, receipts for expenses and other documentation necessary. The State will reserve the right

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to audit detailed travel records at any time. The State is required to reimburse contracted Resources at rates no higher than those permitted for State employee travel.

No travel shall be reimbursed unless it was specifically required in advance by the Agency paying for the Resource. Each Agency requiring Resources to travel may have Agency-specific documentation that is also required before travel reimbursement can be provided.

Consent to Hire

In some cases, former State employees may be considered for Temporary Staffing assignments. In those cases the Provider must submit a letter to the Director of the Division of Purchases requesting the consent of the State Procurement Review Committee before the Provider may engage the former State employee. Additional procedures may be implemented by the Division of Purchases to fulfill these requirements. Please refer to paragraphs 11 and 12 in Rider B. Letter must address the following:

- Name of former State Employee;
- Last position held with State of Maine;
- Dates of employment with State of Maine;
- Status as retired, resigned, or released from State of Maine service;
- Last pay range and step;
- Previous job duties; and
- Last manager(s)

Other Policies

The Provider will be responsible for ensuring that Resources review and understand the Provider's policies and employee handbook. It will also be the responsibility of the Provider to request from the Agency any Agency-specific policies that the Resource must adhere to and assure that the Resource is familiar with any key policies required by the Agency.

The Provider will need to incorporate State of Maine policies regarding use of State-owned equipment, confidentiality of information and any other "statewide" policy into the list of policies the Resource will adhere to while assigned to a State Agency.

Information Security <http://www.maine.gov/oit/policies/SecurityPolicy.htm>

Working Hours - Standard work hours are expected to be 8:00 am to 5:00 pm, Monday through Friday, however the requesting Agency will determine the exact hours on a case by case basis. In the event overtime is authorized by the requesting Agency, overtime compensation will be paid based upon the agreement between the requesting Agency and Manpower. Payment will be made for actual hours worked and payment will not be made for Holidays observed by the State or for time not worked as a result of early dismissal by the State due to weather or other causes. Overtime will only be approved by State Agency designated time approvers via weekly timekeeping.

Resource Performance - Resources are expected to report to work consistently and when required, exhibit an appropriate degree of professionalism and complete all required tasks as assigned. Manpower will monitor the performance of their Resource by periodic communications with the Agency.

Any issues with Resource performance made aware to Manpower must be addressed in coordination with the Agency. The Agency reserves the right to have Manpower remove a Resource for performance issues. If a Resource is removed from an assignment, Manpower will be available in person to ensure that the Resource is not in possession of any State property or data and exits State premises without incident.

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First Day Contact – Manpower will contact the Agency on the first day of a first assignment to verify that the associate(s) arrived safely and on time. Will confirm with the Agency their preferred cadence for contact and contact method moving forward in our partnership.

Performance Call – Manpower will contact the Agency weekly to get an evaluation of the associate's performance and to confirm requirements for the following week. For long-term assignments, the Agency will be contacted at periodically, according to the Agency's requirements.

Assignment End - At the end of the assignment, Manpower will contact the Agency to determine the associate's performance and eligibility for a return assignment, if the need arises.

Timekeeping - Manpower has a variety of timekeeping options to make hours reporting fast and easy for associates, and to make approvals fast and easy for State of Maine time approvers. Options include web timekeeping, paper timeslips, group reporting, or use of your established system. For ease of use and maximum accessibility – even in remote locations – Manpower strongly encourages the use of its cutting-edge web time capture tool.

Invoices and Payments: Invoices are to be sent to agencies on a regular basis but no more frequently than on a weekly basis. Agencies will pay Providers within 30 days of receiving a clear and acceptable invoice, accurately reflecting the hours worked and rates established. Agencies will have the ability to negotiate different billing cycles on a case by case basis.

Reporting - Reports will be provided via email to the Agreement Administrator listed in Rider B #6 on a quarterly basis. Reports will include, at a minimum:

Name of the Agency
The Delivery Order number
Total amount of the Delivery Order
The billing rate
The start date of the assignment
The end date of the assignment
The position title
The name of each Resource

Ad-Hoc Reports lead times for ad hoc reports may vary, depending on the complexity of the report. Expectation for report delivery is within 3 days.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$Unencumbered – State agencies will use on an as-needed basis
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Agencies will pay Providers within 30 days of receiving a clear and acceptable invoice, accurately reflecting the hours worked and rates established.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Kathy Paquette
Title: Procurement Manager
Address: Burton M. Cross Building, 4th Floor
111 Sewall Street
Augusta, ME 04333-0009
Kathy.L.Paquette@maine.gov

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

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f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such

subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

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RIDER C
EXCEPTIONS TO RIDER B

No exceptions to Rider B

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: Maine

Other. Please identify country: _____


Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

State of Maine
Department of Administrative and Financial Services
DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION
Temporary Staffing Services

By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental Agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

Name (Print): April Clark	Title: President
Authorized Signature: 	Date: 6/16/16

APPENDIX D

COST

- The State Agency and Manpower must agree upon hourly rates in all cases, and in advance of work performance.
- The Division of Purchases reserves the right to add additional risk pricing categories

Staffing Category	State Identifies Resource Multiplier	Temp Provider Identifies Resource Multiplier
Category I - Office Environment* <i>Example positions include (but are not limited to):</i> Administrative/Clerical Accounting Consultant Legal (Attorney, Paralegal) Management Analyst Planning & Research Project Management	1.27	1.34

Category II - Driving-related Positions	1.45	1.53
<i>Example positions include (but are not limited to):</i> Any position that requires the Resource to regularly drive a vehicle on the road.		

Category III - Lab/Medical Environment	1.32	1.40
<i>Example positions include (but are not limited to):</i> Working with children Potentially working with pathogens		

Category IV - Outdoor Labor/Remote Locations	1.38	1.46
<i>Example positions include (but are not limited to):</i> Groundskeeper Conservation Aid Field Assistant		

Category V - Power Equipment Usage (e.g. chainsaws, ATVs, forklifts, backhoes)	1.43	1.51
<i>Example positions include (but are not limited to):</i> Heavy Industrial (Construction) Light Industrial (Warehouse/Mailroom)		

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Staffing Category	State Identifies Resource Multiplier	Temp Provider Identifies Resource Multiplier
Category VI - At-Sea / Boat Usage	n/a	n/a
<i>Example positions include (but are not limited to):</i> Certified Diver Ferry Able Seaman Ferry Ordinary Seaman		
Category VII - Security-related Positions (e.g. weapon usage)	1.51	1.53
<i>Example positions include (but are not limited to):</i> Correctional Positions Law Enforcement		
Category VIII – Trades	1.45	1.53
<i>Example positions include (but are not limited to):</i> Electrician Boiler/HVAC Professional Plumber		