

STATE OF MAINE
Department of Administrative & Financial Services
Division of Procurement Services
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 12 day of, March 2018, the Contract for Special Services between the State of Maine, Department of Administrative & Financial Services, Division of Procurement Services hereinafter called "Department," and Tri State Staffing hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from July 17, 2018 to June 30, 2021

Reason: Renewal option #1 & #2 per RFP 201604090

2. The dollar amount of the contract: **See Appendix D for each staffing category multiplier**

Please include evidence of adequate levels of liability insurance for the Staffing Categories listed in Appendix D made part of this contract amendment.

3. The Scope of Services in Rider A is amended as follows:

Reason: Include the following paragraphs in the contract language to assure Agencies awareness of the "Conversion of Temporary Resource to State Employment" and "Resource Interview & Screening Process". These two paragraphs were part of the RFP, RFP questions and answers and the Provider's proposal and incorporated in the contract by reference only pursuant to RFP #201604090.

Conversion of Temporary Resources to State Employment

The State reserves the right to hire any qualified Resource who has formally applied for a position in Maine State Government, in accordance with State human resources procedures. Nevertheless, the State does not seek to discourage Temporary Staffing Providers from placing highly qualified candidates who may be eligible for State employment. Therefore, in the case of any potential situation where a placed Temporary Staffing Resource is selected for employment with the State of Maine, the State and the applicable Provider may negotiate the potential conversion of the Resource, in accordance with the specific circumstances of the situation.

Tri-State Staffing is willing to have any Resource be converted to employment with the State of Maine without any conversion fee as long as the Resource has worked no less than 240 hours. This is also negotiable depending on the circumstances of the situation.

Resource Interview and Screening Process

The Provider will be primarily responsible for interviewing and screening candidates for the Agency's needs, once the Agency has identified and committed to the Provider with a Delivery Order determination.

Depending upon the category and skill level required of the Resource, the Agency may ask the Provider to submit resumes and other related information from which the Agency will select the appropriate individual. The Agency may also interview one or more candidates before making a selection. The Agency may ask the Provider to select a Resource with the appropriate skills and experience and arrange for the Resource to report to work at the designated work site on a specified date.

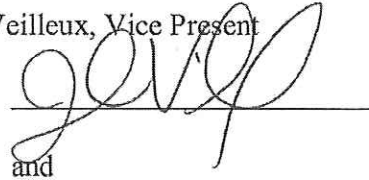
All other terms and conditions of the original contract dated July 12, 2016 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: Tri State Staffing

By: Julie Veilleux, Vice President

Signature:



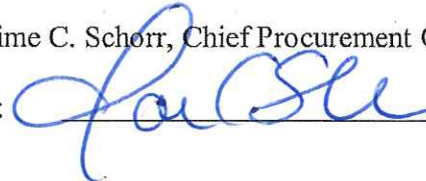
Date: 03/20/2018

and

Department of: Administrative and Financial Services, Division of Procurement Services

By: Jaime C. Schorr, Chief Procurement Officer

Signature:



Date: 3-26-18

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

(note: this section must be completed by using agency)

Department number and Master Agreement (MA #): 18P 16070700000000000005

Vendor Code: VS0000000059 New Service to Date: June 30, 2021

APPENDIX D

COST

- The State Agency and Tri State Staffing 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*	1.1887	1.2287
<i>Example positions include (but are not limited to):</i>		
Administrative/Clerical		
Accounting		
Consultant		
Legal (Attorney, Paralegal)		
Management Analyst		
Planning & Research		
Project Management		

Category II - Driving-related Positions	1.3211	1.3511
<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	1.2079	1.2379
<i>Example positions include (but are not limited to):</i>		
Working with children		
Potentially working with pathogens		

Category IV - Outdoor Labor/Remote Locations	1.2723	1.3023
<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)	1.2749	1.3049
<i>Example positions include (but are not limited to):</i>		
Heavy Industrial (Construction)		
Light Industrial (Warehouse/Mailroom)		

Category VI - At-Sea / Boat Usage	1.2995	1.3295
<i>Example positions include (but are not limited to):</i>		
Certified Diver		
Ferry Able Seaman		
Ferry Ordinary Seaman		

Staffing Category	State Identifies Resource Multiplier	Temp Provider Identifies Resource Multiplier
Category VII - Security-related Positions (e.g. weapon usage)	n/a	n/a
<i>Example positions include (but are not limited to):</i> Correctional Positions Law Enforcement		

Category VIII – Trades	1.3301	1.3601
<i>Example positions include (but are not limited to):</i> Electrician Boiler/HVAC Professional Plumber		

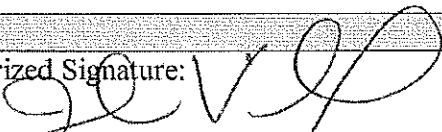
Debarment, Performance, and Non-Collusion Certification

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.

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Julie Veilleux	Title: Vice President
Authorized Signature: 	Date: 03/20/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2018

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).

PRODUCER J Edward Knight & Company 15 Vine Street, Suite 2 Bath ME 04530		CONTACT NAME: Jennifer Mercier PHONE (A/C, No, Ext): (207) 443-2700 FAX (A/C, No): (207) 443-2755 E-MAIL ADDRESS: Jennifer@jedwardknight.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Atlantic Speciality Ins. Co	
		INSURER B: MEMIC Indemnity Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2018 Master Cert **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			6200004790001	02/11/2018	02/11/2019	EACH OCCURRENCE \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000			
							MED EXP (Any one person) \$ 10,000			
							PERSONAL & ADV INJURY \$ 1,000,000			
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000			
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$			
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							BODILY INJURY (Per person) \$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				1810080031	01/01/2018	01/01/2019	EACH OCCURRENCE \$			
B										AGGREGATE \$
										\$
							PER STATUTE OTH-ER			
Y/N N/A <input checked="" type="checkbox"/> N							E.L. EACH ACCIDENT \$ 1,000,000			
E&O				6200004790001	02/11/2018	02/11/2019	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 USLH included in Workers Comp

CERTIFICATE HOLDER DAFS/Division of Purchases 9 State House Station Augusta ME 04333-0009		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jennifer Mercier</i>	
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