

Resolution No. 12-1

WHEREAS, the Sangamon County Department of Community Resources (the Department) is seeking the approval of the Sangamon County Board (the Board) to approve a contract with Alice Campbell Staffing to provide 4 workers to perform intake for applicants seeking Low Income Home Energy Assistance Program (LIHEAP) services,

WHEREAS, see exhibit A attached for the contract,

WHEREAS, intake workers will begin on September 16, 2019 through June 5, 2020 to perform intake duties at an hourly rate of \$16.13 per hour, at a minimum of \$93,772 total cost to the Department through funding from DCEO,

WHEREAS, the Low Income Home Energy Assistance Program (LIHEAP) helps keep families safe and healthy through initiatives that assist families with energy costs and reduce the risk of health and safety problems that arise from unsafe heating and cooling practices.

WHEREAS, the Department will serve approximately 4,000 households with energy assistance through payments made directly to the households' vendor(s),

WHEREAS, LIHEAP provides services to income-eligible residents of Sangamon County of up to 150% of the federal poverty guideline to address energy needs based,

WHEREAS, staff will participate in continuing professional development at local and state workshops,

WHEREAS, The Department must annually meet and report on 50 organizational performance standards and ROMA Family, Community and Agency outcomes in the annual report,

NOW, THEREFORE BE IT RESOLVED, by the members of the Board of Sangamon County, Illinois in session this 10th day of September, 2019 that the County is authorized to enter into a contract with Alice Campbell Staffing to provide 4 personnel to perform LIHEAP intake services to income-eligible customers in Sangamon County through Sangamon County Community Resources.

Respectfully submitted, _____ Chairman

FILED
AUG 29 2019

Don [Signature]
Sangamon County Clerk

RECEIVED
2660

AUG 23 2019

Andy Goleman
SANGAMON COUNTY AUDITOR

12.3

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
Temporary Staffing Services
CMS805912B

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

- Yes (IPG Certifications and Disclosures including FORMS B)
- No

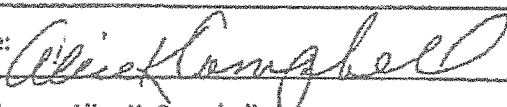
1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STATE SUPPLEMENTAL PROVISIONS
6. STANDARD CERTIFICATIONS
7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES -- "FORMS B" (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

12.4

STATE OF ILLINOIS
CONTRACT
Central Management Services
Temporary Staffing Services
CMS805912B

VENDOR

Vendor Name: Alice Campbell Staffing, Inc.	Address: 2121 West White Oaks Drive
Signature: 	Phone: 217-793-5522
Printed Name: Alice K. Campbell	Fax: 217-793-5527
Title: President	Email: jean@acstaffing.com
Date: 7-27-17	Region 3: Quaternary

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 217.557.5695
Street Address: 401 S Spring	Fax: 217.782.5187
City, State ZIP: Springfield, IL 62706	
Official Signature: 	Date: 9/28/17
Printed Name: Michael M. Hoffman	By:
Official's Title: Acting Director	Title:
Legal Signature:	Date:
Legal Printed Name:	
Legal's Title:	
Fiscal Signature:	Date:
Fiscal's Printed Name:	
Fiscal's Title:	

AGENCY/UNIVERSITY USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS	
Agency Reference # 17-105912		Project Title Temporary Staffing Services	
Contract # CMS805912B		Procurement Method (IFB, RFP, Small, etc.): IFB	
IPB Ref. # 22041003		IPB Publication Date: Award Code: A	
Subcontractor Utilization? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source		Obligation #	
Small Business Set-Aside? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Minority Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage			
Female-Owned Business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Percentage			
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage			
Other Preferences?			

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1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The objective of this master Contract is to obtain cost-effective temporary staffing solutions with consistent and high-quality employees to ensure agencies, departments, boards, commissions and councils under the Governor’s jurisdiction (referred to as User Agencies) maintain mission critical services. Other agencies, boards, and commissions under the jurisdiction of other constitutional officers, the legislative or judicial branch of government, the state board of education, higher education and units of local governments (also referred to as User Agencies) are not required to utilize the contracts, but are eligible to do so if they choose.

Regional delineations are as follows:

Region 1: the counties of Cook, DuPage, Lake and Will

Region 2: the counties of Adams, Boone, Brown, Bureau, Carroll, Cass, Champaign, DeKalb, DeWitt, Ford, Fulton, Grundy, Hancock, Henderson, Henry, Iroquois, Jo Daviess, Kane, Kankakee, Kendall, Knox, LaSalle, Lee, Livingston, Logan, Macon, Marshall, Mason, McDonough, McHenry, McLean, Menard, Mercer, Ogle, Peoria, Piatt, Putnam, Rock Island, Schuyler, Stark, Stephenson, Tazewell, Vermillion, Warren, Whiteside, Winnebago, and Woodford.

Region 3: the county of Sangamon

Region 4: the counties of Alexander, Bond, Calhoun, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, Douglas, Edgar, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Moultrie, Perry, Pike, Pope, Pulaski, Randolph, Richland, Saline, Scott, Shelby, St. Clair, Union, Wabash, Washington, Wayne, White and Williamson.

A regional map is included in Section 6 of this solicitation.

The estimated annual demand of hours for each region is:

Job Classification	Region 1	Region 2	Region 3	Region 4
Basic Clerical	65,428	7,775	72,418	1,834
Accounting Assistant	10,174	1,659	23,113	150
Accounting Lead	92,632	150	74,549	150
Telephone Operator	56,696	32,053	330,585	10,107
Data Entry I	12,344	150	5,928	150
Data Entry II	56,831	1578	109,737	150
Data Entry III	13,484	1839	55,851	150
Lead Worker	9,492	150	74,619	150
Light Industrial	5,348	150	12,206	150
Additional Skills (estimated hour demand)	57,146	192	8,328	3,437

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

The Vendor will supply User Agencies with various types of temporary staffing employees who will fill positions ranging from clerical to light industrial to agency-defined¹(see Section 1.2.4 for job classifications).

In some cases, additional skills may be required and priced individually as noted in Section 2 Pricing Additional Skills. Temporary staffing employees must be tested by the Vendor to ensure they meet the requirements of the job description and any additional skill requirements prior to being placed in a position.

¹ Agency-defined has no estimated hour demands as this is a newly added classification to accommodate User Agency needs.

The Vendor is responsible for all advertisement, recruitment and all associated costs to ensure the best qualified candidates are selected for all positions.

Standard Requirements

1.2.1 Standard skills required for all jobs include the ability to speak, read, and write English at a level required to properly perform the tasks under this master Contract. This is to ensure instructions can be followed and safety and warning signs can be obeyed.

1.2.2 Vendor must ensure that it is providing User Agencies with temporary staffing employees who will adhere and conform to all rules, regulations and policies of the User Agencies in which they would work. All temporary staffing employees are required to communicate in a courteous and respectful manner.

1.2.3 Temporary staffing employees are employees of the Vendor, not the User Agencies. The State may hold the Vendor liable to any theft or willful damage to State property caused by any temporary agency employee. User Agencies should not give temporary staffing employees State property to use outside of State premises unless attended by personnel employed by the User Agency and used to perform functions pertaining to their assignment for the User Agency.

Job Classifications

1.2.4 Listed below are titles for temporary staffing employees with minimal qualifications of the positions covered under this master Contract. The job descriptions and requirements as described herein are representative of the tasks to be performed. Some tasks may vary slightly in regard to each individual assignment.

1.2.4.1 Basic Clerical: Provide a variety of basic, general clerical duties that do not require special knowledge or skills. Duties will include stuffing, collating, affixing labels, opening and addressing mail, sorting mail, filing, copying, faxing and shredding. Ability to follow oral and written instructions is expected.

1.2.4.2 Accounting Assistant: supports full-time accounting employees through journal entries, ledger posting and handling accounts receivable/payable. Additional duties include reconciling bank statements, ability to make rapid and accurate arithmetic calculations either manually or by machine, and operating an adding machine. Understanding of bookkeeping principles and accounting techniques is required.

1.2.4.3 Accounting Lead: exhibits knowledge of general accounting systems with supervision from a full-time accountant. Assists with accounting audits and is familiar with tax filings. Working knowledge of methods and procedures including rules, laws and regulations relating to state and non-state entities. Duties may include preparation of auditing invoices, documents and ledgers for contracts, or reconciliation of division account records. Knowledge should be equivalent to four years of college in business administration courses or accounting.

1.2.4.4 Telephone Operator: Ability to answer and operate multi-line telephones and transfer calls within an agency. Duties may also include greeting the public and scheduling appointments in written day planners. Additional tasks may include basic clerical work such as filing, opening

and addressing mail, copying, faxing, and use of a calculator and/or adding machine. Ability to follow oral and written instructions is mandatory.

1.2.4.5 Data Entry I: Ability to use data entry machines and personal computers to enter data and accurately input 4,000 keystrokes per hour. Position requires the ability to follow oral and written instructions, and perform highly repetitive work under sometimes noisy conditions.

1.2.4.6 Data Entry II: Have at least one year prior experience in data entry. Required experience will enable this temporary agency employee to operate data entry machines and personal computers to accurately enter data at a rate of 6,000 keystrokes per hour. Additionally, ability to record, identify, and correct data entry errors is expected. Must be able to follow oral and written instructions, and perform highly repetitive work under sometimes noisy conditions. Basic arithmetic calculations, either manually or using a calculator may be required.

1.2.4.7 Data Entry III: Have at least two years of prior experience in data entry. Required experience will enable this temporary staffing employee to operate data entry machines and personal computers to accurately enter data at a rate of 8,500 keystrokes per hour. Additionally, ability to record, identify and correct data entry errors is expected. Must be able to follow oral and written instructions and perform highly repetitive work under sometimes noisy conditions. Arithmetic calculation either manually or using a calculator, may be required.

1.2.4.8 Lead Worker: Responsible for training and coordinating other temporary agency employees on duties assigned in clerical, data entry and telephone operator positions. A Lead Worker must have knowledge equivalent to one year's prior experience as a temporary staffing employee. Ability to follow and deliver oral and written instructions is necessary.

1.2.4.9 Light Industrial: Basic unskilled manual work including moving office equipment, furniture and boxes. Duties may also include organizing, tidying and packing of goods to be shipped. Ability to follow oral and written instructions is mandatory.

1.2.4.10 Agency-Defined Position: have at least two to four years of experience in such areas as legal, pre-legal, statistics, auditing, biology, chemistry, science, medical technology, etc. The User Agency will specify at the time of order what specific areas will be necessary for the temporary staffing employee while on assignment via a job description.

Additional Skill Requirements

1.2.5 The following is a list of additional skill qualifications that may be required by User Agencies. These skills may be requested as above and beyond any of the job classifications under Section 1.2.4. Temporary staffing employees must be tested by the Vendor to ensure that they meet these requirements prior to being placed in the position.

1.2.5.1 Bending/Lifting 50 lbs.: May require squatting, climbing, bending, standing for long periods of time and lifting up to 50 pounds.

1.2.5.2 Bending/Lifting 75 lbs.: may require squatting, climbing, bending, standing for long period of time and lifting up to 75 pounds.

1.2.5.3 Driving: Fully license Class D driver, qualified to drive any single vehicle with a Gross Vehicle Weight Rating (GVWR) of 16,000 pounds or less that is not designed to transport 16 or more people. Must be insured in the State of Illinois.

1.2.5.4 Hand Truck: Must be able to operate a two-wheel and four-wheel hand truck.

1.2.5.5 Notary Public: current Notary Public appointee with authority to notarize in Illinois.

1.2.5.6 High School Diploma/GED: Completion of high school or GED. Must be able to prove completion if necessary.

1.2.5.7 Microfilm Operation: Ability to operate a microfilm machine to access and print records.

1.2.5.8 Keyboarding (35 wpm): completing online forms, alphanumeric data entry with option to complete short sentence structured documents.

1.2.5.9 Keyboarding (50 wpm): Touch typing skills to type alphanumeric correspondence, word processor documents, and additional paragraph-structured documents.

1.2.5.10 Sign Language Skills: Ability to communicate fluently in sign language, including acting as an interpreter and must be registered with the Illinois Deaf and Hard of Hearing Commission.

1.2.5.11 Bilingual Fluency: Ability to communicate fluently (reading, writing and speaking) in a second language, most often Spanish; User Agency may require additional languages, which can be specified at the time of order.

1.2.5.12 Computer Software Skills: Basic knowledge and familiarity with Microsoft PowerPoint, word processor programs (Microsoft Word, WordPerfect, or other as approved by the User Agency), spreadsheet programs (Excel, Lotus, Quattro Pro, or other as approved by the User Agency), database software (Microsoft Access, or other as approved by the User Agency), email software program (Microsoft Outlook or other as approved by the User Agency), Internet search browsers, and have general computer knowledge with ability to learn new software programs quickly. The User Agency will specify at the time of order what specific software programs will be use by the temporary staffing employee on assignment.

1.2.5.13 Advanced Computer Software Skills: Proficient in Microsoft PowerPoint, word processor programs (Microsoft Word, WordPerfect, or other as approved by the User Agency) with an ability to perform mail merge files and create tables. Proficient in spreadsheet programs (Excel, Lotus, Quattro Pro, or other as approved by the User Agency) with an ability to create charts. Proficient in database software (Microsoft Access, or other as approved by the User Agency) with an ability to create data sorts, tables and reports. Proficient in email software program (Microsoft Outlook or other as approved by the User Agency) and have advanced computer knowledge with ability to perform research via the Internet. The User Agency will specify at the time of order what specific software programs will be used by the temporary staffing employee on assignment.

1.2.5.14 Agency-Defined (may also be referred to as Para-Professional) : have at least two years college credit with coursework in areas of legal, pre-legal, medical, laboratory, chemistry,

science, auditing, or other areas that would be specified by the job description supplied by the User Agency. Knowledge of technical software programs associated with those areas preferred.

1.2.6 Hours of Work

1.2.6.1 Standard work hours are a 7.5 hour day, Monday through Friday, scheduled in coordination with the User Agency. Weekend hours and/or evening shifts may be required as needed by a User Agency.

1.2.6.2 User Agencies may utilize temporary staffing employees as much as 40 hours per week. Any hours worked over 40 hours in a work week requires written prior approval by the User Agency. The Vendor will not be paid for any hours worked outside of the Request for Placement form, unless specifically requested, in writing, by the User Agency. Overtime billing rates for hours worked over 40 hours in a work week would be at 1 1/2 times the hourly bill rate for the position including both the job classification and any additional skill sets included in the hourly billing rate.

1.2.6.3 Full-time temporary staffing employees will have a half-hour or one-hour unpaid meal period at the discretion of the User Agency. This unpaid lunch period is in addition to the standard 7.5 work hours.

1.2.6.4 It is expected that all temporary staffing employees will arrive on time for work as required. If they are unable to arrive prior to the contracted start time and date, temporary staffing employees are required to notify the Vendor, their employer. It is then the responsibility of the Vendor to update the User Agency, and make appropriate arrangement to fill the position as soon as possible within the timeframe requirements. The Vendor must confirm with the User Agency that the temporary staffing employee did, in fact, start the assignment as agreed. After the temporary staffing employee has started an assignment, s/he must notify the Vendor when s/he will be tardy or absent, and the Vendor must notify the temporary staffing employee's supervisor or designee. A temporary staffing employee may also notify his/her supervisor or impending late arrivals or absences but must notify his/her employer, the Vendor.

1.2.6.5 Shortened Workdays: The User Agency reserves the right to shorten the workday of any temporary staffing employee to no less than four (4) hours advance notice when a temporary staffing employee's workday is shortened. The Vendor shall be responsible for notifying the temporary staffing employee of the shortened workday in advance. The User Agency may notify the temporary staffing employee but must contact the Vendor advising them of a temporary staffing employee's shortened workday.

1.2.6.6 Calculation of Daily Time: The User Agency will pay the Vendor for the hours the temporary staffing employee has worked within their scheduled hours. Rounding of time on a daily basis will be acceptable in accordance with the "Rule of 7":

-If 7 minutes or less, then round down to the nearest quarter hour;

-If 8 minutes or more, then round up to the nearest quarter hour providing rounding does not exceed the number of hours requested.

1.2.7 Placement Requirements (Current State)

1.2.7.1 The User Agency will provide the Vendor with a Request for Placement Form (Exhibit A). This form will indicate the number of temporary staffing employees that will be required, job classification, additional skills, the approximate length of time the temporary agency employee(s) would be utilized, and the hours of work.

1.2.7.2 The User Agency must provide any special conditions required for the assignment on the Request for Placement Form, including but not limited to pre-interview requirements, demeanor appropriate for executive offices and greeting the public, request for a previous temporary staffing employee, specific background requirement and the ability to handle confidential and sensitive information. CMS may revise the Request for Placement Form at any time.

1.2.7.3 The User Agency has the authority to change the length of time required for a temporary staffing employee's assignment at any time.

1.2.7.4 Request for Placement Forms should be sent to the Vendor via email (fax may be used as an alternative). In extreme emergency instances, User Agencies may make a request by telephone but the User Agency must provide a completed Request for Placement Form to the Vendor before the temporary staffing employee begins the assignment.

1.2.7.5 Unless the User Agency permits a longer response time, the Vendor will have two business days to respond to a Request for Placement (i.e. identify a temporary agency employee). A business day is defined as Monday through Friday, except State holidays, between the hours of 8:00 a.m. local time and 5:00 p.m. local time.

If the primary Vendor is unable to identify a temporary staffing employee in the time allotted, the Request for Placement Form may then be passed to the secondary Vendor. Should a User Agency deem a Request for Placement as an emergency, the request shall take precedent over all other requests.

1.2.7.6 User Agencies reserve the right to recall a Request for Placement in the event a temporary staffing employee declines a position prior to the start date but after the original allotted timeframe the Vendor had to fill the request. In such cases, the User Agency reserves the right to fill a position through the secondary Vendor.

1.2.8 Placement Requirements (BidBuy Future State)

With the State's transition to the BidBuy eProcurement system, the following process is anticipated to be put into effect:

1.2.8.1 The User Agency will provide the Vendor with a Request for Placement Form (Exhibit B). This will identify pertinent initial information such as number of temporary employees needed, length of time, hours of work, and any special conditions, including but not limited to pre-

interview requirements, demeanor appropriate for executive offices and greeting the public, request for a previous temporary staffing employee, specific background check requirement and the ability to hand sensitive and confidential information.

1.2.8.2 Unless the User Agency permits a longer response times, the Vendor will have two business days to respond to a Request for Placement Forms (i.e. identify a temporary agency employee). A business day is defined as Monday through Friday, except State holidays, between the hours of 8:00 a.m. local time and 5:00 p.m. local time.

If the primary Vendor is unable to identify a temporary staffing employee in the time allotted, the Request for Placement Form may then be passed to the alternate vendor(s) for that region. Should a User Agency deem a Request for Placement as an emergency, the request shall take precedent over all other requests.

1.2.8.3 The official ordering of temporary staffing services will be through the BidBuy system along with the attached Request for Placement Form and is done electronically. The BidBuy system itemizes the Job classifications and Additional Skills that can be requested. In extreme emergency instances, User Agencies may make a request by telephone but the User Agency must provide a completed release with the Request for Placement Form to the Vendor before the temporary staffing employee begins the assignment.

1.2.8.4 The User Agency has the authority to change the length of time required for a temporary staffing employee's assignment at any time.

1.2.8.5 User Agencies reserve the right to recall a Request for Placement in the event a temporary staffing employee declines a position prior to the start date but after the original allotted timeframe the Vendor had to fill the request. In such cases, the User Agency reserves the right to fill a position through the secondary Vendor.

1.2.9 Background Checks and Tests

1.2.9.1 All temporary staffing employees shall be subject to the same background checks required for full-time State employees. Any temporary agency employee that does not pass a criminal background check, drug test, driver history, or any other appropriate test is not eligible for placement. The State reserves the right to decline any temporary agency employee if they do not pass full-time personnel agency background check and/or drug test requirements.

1.2.9.2 The User Agency will provide a blank consent form for a background check, drug test, driver history, or any other appropriate test to the Vendor with each job placement request. Upon obtaining the temporary staffing employee's signature on the consent form, the Vendor shall forward it to the User Agency. Per the User Agency, the Vendor shall notify the temporary staffing employee of the date and time that drug or any other appropriate tests will take place. The User Agency will notify the Vendor if the temporary staffing employee is eligible for placement.

1.2.9.3 All temporary staffing employees who perform onsite services may be required to undergo a random background check or drug test if there is reasonable suspicion to believe that they would no longer meet requirements of the State. Vendor shall comply with applicable

current and future State, Federal and local laws and regulations, and rules, administrative directives and policies and procedures of Central Management Services and the User Agency. Failure to do so may result in termination of the temporary staffing employee and/or the Vendor's Contract.

1.2.10 Right to Terminate

User Agencies reserve the right to terminate the services of any temporary staffing employee whom the User Agency deems unqualified or unable to meet or comply with User Agency standards. Termination of a temporary staffing employee will be effective immediately upon notification to the Vendor. The Vendor will advise its employee of the termination. The Vendor will only be paid for the services provided by the temporary agency employee up through termination. At the User Agency's discretion, a temporary staffing employee may be terminated or replaced at anytime.

1.2.11 Payroll

The Vendor shall be responsible for all accounting and payroll function in connection with its services, including records of deductions and state and federal taxes.

1.2.12 Timesheets

1.2.12.1 The Vendor must maintain complete and accurate accounting records to substantiate all charges and must provide each of its employees with weekly timesheets.

1.2.12.2 Timesheets shall be maintained by each temporary staffing employee on a daily basis.

1.2.12.3 At the end of each week, the State employee designated as the temporary staffing employee's supervisor or an authorized alternate, shall sign the temporary staffing employee's timesheet. By affixing his/her signature to the temporary staffing employee's timesheets, the User Agency is attesting to the hours in which the temporary staffing employee has worked.

1.2.12.4 Timesheets may be in electronic format for submission by the temporary staffing employee and for supervisory approval. Timesheets may be faxed or emailed.

1.2.12.5 Timesheet shall serve as the basis for the Vendor's billing to User Agencies. Timesheets containing terms, conditions or any contract language are expressly objected hereto.

1.2.12.6 Vendor will provide invoices electronically to the person designated on the Request for Placement Form for each User Agency. The CMS Contract Administrator may request invoices at any time.

1.2.13 Employment

1.2.13.1 At any time, the State reserves the right, without any fees or penalties to consider any temporary agency employee for full time employment, should they be deemed the most qualified candidate through a standard State hiring process.

1.2.13.2 Additionally, temporary staffing employees shall be allowed to immediately transfer and become employed by any successful future Vendor of the State without fees or penalties of

any kind. User Agencies will provide the successful Vendor a list of individuals that are to transition to the Vendor at the beginning of the contract term.

1.2.14 Non Competition

Vendor is prohibited from entering into "Not to Compete" covenants or "Non-Competition Clauses" with either employees or independent contractors, or any party specifically related to the performance of an obligation required under the resultant contract which would prohibit said independent contractor, subcontractor, or employee from competing, directly or indirectly, in any way with the Vendor.

1.2.15 Fraud, Abuse or Misconduct

Vendor shall timely report suspected fraud, abuse, or misconduct of any State employee or a temporary staffing employee assigned to a User Agency immediately. The Vendor shall also report any like information to CMS' Contract Administrator immediately.

1.2.16 Special Equipment or Assistance

The Vendor, being the employer of the temporary staffing employee, will provide in accordance with the Rehabilitation Act and the Americans with Disabilities Act, any special equipment or services that is required for a temporary staffing employee to perform the duties that they are assigned at the Vendor's expense.

1.2.17 Economic Adjustment Increase Clause

1.2.17.1 In the event the Vendor's cost to provide the services increase due to a governmental mandated increase during the period of time in which this Contract is in effect, the Vendor shall be entitled to adjust the price by an amount sufficient to compensate the Vendor completely and precisely for such increase.

1.2.17.2 Such price adjustment/increase shall be effective only upon written approval by CMS q through a fully-executed contract amendment. The claim for such adjustment must include, as applicable, a certification from the Vendor verifying the cost at the time of the award and at the time of the requested increase. The increase will be for the cost to the Vendor only. No increase or change in the Vendor's overhead, profit or other factors will be approved. The State reserves the right to ask for invoices, published price lists, or any other evidence establishing Vendor's costs to support the increase.

1.2.17.3 In all cases the Vendor must file a claim for such adjustment prior to the delivery of the services. If the Vendor has excessive complaints filed for non-delivery, its request may be denied, until such time as all complaints are resolved to the satisfaction of the User Agencies and CMS. In any event, the request to increase must be approved via a fully-executed amendment.

1.2.18 Economic Adjustment Decrease Clause

In the event such costs should decrease due to government-mandated decreased during the period of time this Contract is in effect, the Vendor shall adjust the price downward to completely and precisely

account for such decrease. Such decreases shall become effective upon the effective date of the government mandate. It is the responsibility of the Vendor to notify CMS of any such decrease.

1.2.19 Amendments

This Contract shall be amended or modified only by the mutual consent of the Vendor and CMS. Amendments to the Contract must be in writing and signed by both parties. No change in, addition to, or waiver of any term or condition of this Contract shall be binding unless approved via a full-executed contract amendment by CMS.

1.2.20 Identification Cards

Temporary staffing employees may receive an identification card if and when deemed appropriate by the User Agency. Temporary staffing employees shall carry or wear his/her identification card where it is clearly visible to other personnel while working, as directed by the User Agency's regulations. The Vendor will be responsible for returning all identification cards issued to the temporary staffing employees who leave the User Agency when they are transferred to another assignment, terminated, when an individual's placement expires, or when an updated care is issued. The cards are to be returned to the temporary agency employee's supervisor immediately upon departure or if request at anytime. If cards are not returned, the Vendor will reimburse the State \$10.00 for each missing card.

1.3. MILESTONES AND DELIVERABLES:

1.3.1 Vendor shall monitor the level of satisfaction with each User Agency, on an on-going basis, to ensure any challenges are addressed in a timely manner. Upon request, Vendor shall meet with User Agencies on a regular basis, if needed, to discuss challenges and propose solutions.

1.3.2 Vendor's automation tools shall meet the decentralized demands of the Contract and shall not be dependent upon the State making additional purchases.

1.3.3 If required, Vendor shall provide an onsite supervisor when a User Agency has 35 or more temporary staffing employees within one bureau/division.

1.3.4 Vendor shall provide weekly electronic invoicing to the User Agency as designated on the Request for Placement Form. CMS may request copies of invoices at any time. Invoices will include at a minimum: name of temporary staffing employee, dates worked, hours, rate, overtime hours, overtime rate, User Agency and total.

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1 The Vendor will have at least five years' experience in providing temporary staffing services, during which time the Vendor has at least three years' experience in meeting the yearly estimated demand of hours required in this master Contract. This will be certified in Section 5, State Supplement Provisions.

1.4.2 Vendor must ensure that its staff's background, expertise, and management support are such that it will meet the needs of this Contract at all times.

1.4.3 Vendor shall have ongoing initiatives and program to minimize turnover and absenteeism and provide a copy of such initiatives and programs upon request.

1.4.4. Vendor's testing software and programs shall ensure temporary staffing employees are qualified for required placements. CMS may request a demonstration of such testing software and programs at any time.

1.4.5 Vendor shall have ongoing initiatives to recruit qualified individuals seeking employment. Vendor shall also be easily accessible by those seeking employment in consideration of serving multiple User Agencies throughout the region. CMS may request a copy of such initiatives at any time.

1.4.6 Vendor shall maintain a database of possible temporary staffing employees that could meet the job classifications and additional skills requirements in order to meet the placement time requirements.

1.4.7 Vendor and User Agency will coordinate efforts to meet the needs of any Agency-Defined classifications/skills.

1.4.8 The Vendor will identify a central contact person who will handle operations and issues as they arise.

Contact Name: Denise Williams
Address: 2121 West White Oaks Dr. Suite D. Springfield, IL 62704
Phone: 217-793-5522
Email: denise@acstaffing.com

1.4.9 Vendor must be registered in BidBuy before entering into the resulting contract with the State of Illinois. Indicate Vendor's BidBuy Identification Number:

Vendor # V00002653

1.4.10 User Agency liaisons are the individuals responsible for placing orders on behalf of the individual User Agencies. If the Vendor accepts an order from a person not on the list on behalf of a User Agency and the position is filled, the Vendor will be responsible for any bills accrued. User Agency liaisons may be modified at any time during the term of this Contract.

1.4.11 The State will identify a contact person who will handle the contract and overall issues beyond the scope of User Agencies.

Contract Administrator: Jean Campbell
Address: 2121 West White Oaks Drive,
Springfield, IL 62704
Phone: 217-793-5522
Email: jean@acstaffing.com

State of IL: Ann Marie Rembert
401 S. Spring
Springfield, IL 62706
217-524-2852
annmarie.rembert@illinois.gov

1.5. TRANSPORTATION AND DELIVERY:N/A

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois

Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

• Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

• Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: 2121 West White Oaks Dr. Suite D. Springfield, IL 62704

% Value of services performed at this location: 100%

- Location where services will be performed: N/A

% Value of services performed at this location: N/A

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format:

Alice Campbell Staffing

REGION 3 Quaternary

Job Classification	Year 1 Hourly Rate	Year 2 Hourly Rate	Years 3-5 Hourly Rate
Basic Clerical	\$10.55	\$10.55	\$10.65
Accounting Assistant	\$10.70	\$10.70	\$10.80
Accounting Lead	\$11.60	\$11.60	\$11.70
Telephone Operator	\$10.93	\$10.93	\$11.05
Data Entry I	\$9.70	\$9.70	\$9.80
Data Entry II	\$10.76	\$10.76	\$10.86
Data Entry III	\$10.89	\$10.89	\$10.99
Lead Worker	\$11.78	\$11.78	\$11.88
Light Industrial	\$9.70	\$9.70	\$9.89
Agency Defined	\$13.85	\$14.85	\$14.85

REGION 3

Additional Skills	Hourly Add-on Rate
Bending/Lifting <50 lbs.	\$0.25
Bending/Lifting <75 lbs.	\$0.25
Driving	\$0.00
Hand truck	\$0.00
Notary Public	\$0.00
HS/GED	\$0.50
Microfilm Operator	\$0.00
Keyboard <35 wpm	\$0.25
Keyboard <50 wpm	\$0.50
Sign Language	\$0.00
Bilingual Fluency	\$0.00
Computer Skills	\$1.28
Advanced Computer Skills	\$2.40
Agency Defined	\$ TBD

- 2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.
- 2.3 **EXPENSES ALLOWED:** Expenses are not allowed.
- 2.4 **DISCOUNT:** The State may receive a N/A% discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.
- 2.5 **VENDOR'S PRICING:** Attach additional pages if necessary. Vendor's pricing for initial term is under the Rate Tables in 2.1.2.
- 2.6 **MAXIMUM AMOUNT:** N/A as this is a master contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of September 29, 2017 or upon last dated signature of the Parties to September 30, 2022. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.3 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.4 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 **Minority Contractor Initiative:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>)to ensure understanding of prevailing wage requirements.
- 4.1.5 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of Intent to award.
- 4.1.6 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's/University's Illinois tax exemption number and Federal tax exemption information.
 - 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Electronic invoices to:

Name: User Agency

Address: User Agency

Phone: User Agency

Email: User Agency Designee as noted on the Request for Placement Form

4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed workforhire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of

Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at www.ilga.gov/legislation/ilcs/ilcs.asp.

4.17 **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 **CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 **NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.20 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.21 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.22 **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.
- 4.26 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

Section 7 Exhibit A

REQUEST FOR PLACEMENT FORM
TEMPORARY STAFFING EMPLOYEES
FY

ALL REQUESTS FOR TEMPORARY SERVICE WORKERS WILL BE ARRANGED WITH THE VENDOR THROUGH THE USER AGENCY LIAISON ONLY.

(This Section is For User Agency Liaison Use Only)

Region Number: _____ Vendor Name: _____
Date Vendor was notified: _____ City: _____
Time Vendor was notified: _____ Phone #: _____
Job Order #: _____

User Agency's Name: _____ Division: _____
Bureau/Unit: _____ County: _____

- _____ New Request
- _____ Renewal of Current Temporary Worker
- _____ Request Change in Current Order

Number of Temporary Workers Requested For This Job Order: _____

If duties vary for each temporary worker, a separate form must be submitted for each request.

Requested Start Date: _____ Anticipated End Date: _____

If the start date is RESCHEDULED or CANCELLED due to change in need, please notify the Agency Contact Person IMMEDIATELY by e-mail. The Agency Contact Person will notify the Vendor to change or terminate the search for candidates.

PartTime Daily Hours _____ FullTime Daily Hours _____ Daily Work Hours: From _____ To _____

Total Hours Per Day: _____ Lunch Hour: 1 Hour _____ or ½ Hour _____

Without Prior Funding Approval From the Agency Contact Person, the Vendor will ONLY Be Paid For The Hours Approved.

Temporary Service Workers Will NOT Be Paid For Holidays By The User Agency.

Special Conditions (pre-interview, request previous employee, executive office/public exposure, specific background check, etc.)

Supervisor of Temporary Workers: _____ Supervisor's Phone #: _____

Signature of Supervisor signing weekly timesheets: _____

Administrator or designee signing weekly approval form if required by User Agency (Print): _____
Signature of Administrator or designee: _____

Address Where Temporary Worker/s Report to Work. _____

The following Classifications list the available titles with minimal qualifications in which a temporary service worker may be requested by the User Agency. Please select one title from the basic job classifications list that will meet the needs of your request for a temporary worker. The Vendor must test temporary workers and meet the qualifications requested by the User Agency prior to being placed into the position.

Basic Job Classifications:

_____ Basic Clerical - Provide a variety of basic/general clerical duties that do not require special knowledge or skills. Duties include stuffing, collating, affixing labels, opening and addressing mail, sorting mail, filing, copying, faxing, and shredding. Ability to follow oral and written instructions is expected.

_____ Accounting Assistant - Support full-time accounting employees through journal entries, ledger posting, and handling accounts receivable/payable. Additional duties include reconciling bank statements, ability to make rapid and accurate arithmetic calculations either manually or by machine, and operation of adding machine. Understanding of bookkeeping principles and accounting techniques is required.

_____ Accounting Lead - Exhibits knowledge of general account systems with supervision from a full-time accountant. Assists with accounting audits and is familiar with tax filings. Working knowledge of methods and procedures including rules of law and regulations relating to state and non-state entities. Duties may include preparation of auditing invoices, documents and ledgers for contracts, or reconciliation of division account records for the User Agency. Knowledge should be equivalent to four years college in business administration courses or accounting.

_____ Telephone Operator - Ability to answer and operate multi-line telephones and transfer calls within an Agency. Reception duties also may include greeting the public and scheduling appointments in written day planners. Additional tasks may include basic clerical work such as filing, opening/addressing mail, copying or faxing, and use of a calculator and/or adding machine. Ability to follow oral and written instructions is mandatory.

_____ Data Entry I - Worker must have the ability to use data entry machines and personal computers to enter data and accurately input 4,000 keystrokes per hour. Position requires the ability to follow oral and written instructions, and perform highly repetitive work under sometimes-noisy conditions.

_____ Data Entry II - Worker must have at least one-year prior experience in data entry. Required experience will enable this worker to operate data entry machines and personal computers to accurately enter data at a rate of 6,000 keystrokes per hour. Additionally, ability to record, identify, and correct data entry errors is expected. Must be able to follow oral and written instructions, and perform highly repetitive work under sometimes-noisy conditions. Basic arithmetic calculations, either manually or using a calculator, may be required.

_____ Data Entry III - Worker must have at least two-years prior experience in data entry. Required experience will enable this worker to operate data entry machines and personal computers to accurately enter data at a rate of 8,500 keystrokes per hour. Additionally, ability to record, identify and correct data entry errors is expected. Must be able to follow oral and written instructions and perform highly repetitive work under sometimes-noisy conditions. Arithmetic calculation either manually or using a calculator, may be required.

_____ Lead Worker - Responsible for training and coordinating other temporary workers on duties assigned in clerical, data entry, and telephone operator positions. Must have knowledge equivalent to one-year experience as a temporary employee. Ability to follow and deliver oral and written instructions is necessary.

_____ Light Industrial - Basic unskilled manual work including moving office equipment, furniture and boxes. Duties may also include organizing, liding, and packing of goods to be shipped. Ability to follow oral and written instructions is mandatory.

_____ Agency Defined Position/Para-Professional: have at least two to four years of experience in such areas as legal, pre-legal, statistics, auditing, biology, chemistry, science, medical technology, etc. The User Agency will specify at the time of order what specific areas will be necessary for the temporary staffing employee while on assignment via a job description.

Additional Skill Requirements - The following will be provided at an additional cost to the user Agency. If additional skills are required, please specify which are needed:

_____ Bending/Lifting 50lbs: May require squatting, climbing, bending, standing for long periods of time and lifting up to 50 lbs.

_____ Bending/Lifting 75lbs: May require squatting, climbing, bending, standing for long periods of time and lifting up to 50 lbs.

_____ Driving: Fully licensed class D driver, qualified to drive any single vehicle with a GVWR 16,000 pounds or less that is not designed to transport 16 or more people. Must be insured in the State of Illinois.

_____ Hand Truck: Must be able to operate a two-wheel and four-wheel hand truck.

_____ Notary Public: Current Notary Public appointee within either the state of Illinois or a bordering state.

_____ High School Diploma/GED: Completion of high school or GED. Must be able to prove completion if necessary.

_____ Microfilm Operation: Ability to operate a microfilm machine to access and print records.

_____ Keyboarding (35 wpm): Completing online forms, alphanumeric data entry with option to complete short sentence structure documents

_____ Keyboarding (50 wpm): Touch-typing skills to type alphanumeric correspondence, word processor documents, and additional paragraph structured documents

_____ Sign language skills: Ability to communicate fluently in sign language, including acting as an interpreter and must be registered with the Illinois Deaf and Hard of Hearing Commission

_____ Bilingual fluency: Ability to communicate fluently (reading, writing, and speaking) in a second language, most often Spanish; User Agency may require additional languages, which can be specified at the time of order.

_____ Computer Software Skills: Basic knowledge and familiarity with word processor programs (MS Word, WordPerfect, or other as approved by the User Agency), spreadsheet programs (Excel, Lotus, Quattro Pro, or other as approved by the User Agency), database software (MS Access, or other as approved by the User Agency), and email software programs. General computer know-how, with ability to research via the Internet. The User Agency will specify at time of order what specific software programs will be used by the temporary worker on the assignment.

Indicate the specific type/s of software experience you are requesting:

_____ Advanced Computer Software Skills: Proficiency with word processor programs (MS Word, WordPerfect, or other as approved by the User Agency) with an ability to perform mail merge files and create tables, spreadsheet programs (Excel, Lotus, Quattro Pro, or other as approved by the User Agency) with an ability to create functions, charts, and data sorts, database software (MS Access, or other as approved by the User Agency) with an ability to create reports, queries, and tables, and email software programs. Advanced computer know-how, with an ability to research via the Internet. The User Agency will specify at time of order what specific software programs will be used by the temporary worker on the assignment.

Indicate the specific type/s of software experience you are requesting:

_____ Agency Defined Position/Para-Professional: have at least two years college credit with coursework in areas such as legal, pre-legal, medical, laboratory, chemistry, science, auditing, business administration or other areas that would be specified by the job description supplied by the User Agency. Knowledge of technical software programs associated with those areas preferred. User Agency will attach a job description.

Section 8 Exhibit 8

REQUEST FOR PLACEMENT FORM
TEMPORARY STAFFING SERVICES
FY

ALL REQUESTS FOR TEMPORARY STAFFING EMPLOYEES WILL BE ARRANGED WITH THE VENDOR THROUGH THE USER AGENCY LIAISON ONLY.

User Agency:

New Request	Renewal of Current Temporary Worker	Request Change in Current Order
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Number of temporary staffing employees requested for this assignment:

If duties vary for each temporary employee, a separate Release Requisition/Purchase Order must be submitted for each request.

Requested Start Date: Anticipated End Date:

If the start date is RESCHEDULED or CANCELLED due to change in need, please notify the Agency Liaison IMMEDIATELY by e-mail. The Agency Liaison will notify the Vendor to change or terminate the search for candidates.

PartTime	FullTime	Daily Work Hours: From	To
Lunch 1 Hour	1/2 Hour	Total Hours Per Day	

Signature of Supervisor signing weekly timesheets:

Print Supervisor's Name:

Supervisor's Phone #:

Supervisor's Email:

Name of Administrator/designee signing weekly approval form (if required):

Email Where Weekly Invoices are Sent:

Address Where Temporary Employee(s) Report to Work (building, floor, room, street address, etc., including parking instructions, anticipated tolls):

Person to Report to First Day:

Special Conditions (request previous temporary staff, pre-interview, demeanor for executive office, background check requirement, etc.):

This form must be attached to the Release Requisition/Purchase Order within BidBuy at <https://www.bidbuy.illinois.gov/bsa/> which identifies all Job Classifications and Additional Skills available through each Vendor.

Please specify the Additional Skill Requirements (as requested through BidBuy)

Bilingual (specify language):

Computer Skills (specify programs)

Advanced Computer Skills (specify programs):

Agency Defined Position with attached Job Description: