



Solicitation Number: 061324

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ManpowerGroup, Inc. 100 Manpower Place, Milwaukee, WI 53212 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Staffing with Related Services and Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 24, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier shall have no duty to defend, indemnify and hold Sourcewell and/or any Participating Entity harmless under this Contract to the extent such obligation arises from or is wholly caused by the negligence, willful misconduct or intentional acts or omissions of Sourcewell or a Participating Entity.

LIMITATION OF LIABILITY: UNLESS EXPRESSLY PROVIDED HEREIN, SUPPLIER SHALL NOT BE LIABLE FOR OR REQUIRED TO INDEMNIFY SOURCEWELL AND/OR A PARTICIPATING ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). Supplier's liability for damages or indemnity under this the Contract regardless of the form of action will not exceed per claim and in the aggregate \$500,000 or the total amount actually paid

by a Participating Entity under the relevant statement of work during the twelve (12) months or preceding the events giving rise to the liability (whichever is greater). Notwithstanding anything to the contrary, the forgoing limitation of liability will not extend to any payments for services owed by a Participating Entity.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials, within our brand guidelines and standards, for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed

catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better (or its equivalent), with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access,

disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy only and only with respect to Supplier's liability or negligence arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. under the Agreement. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

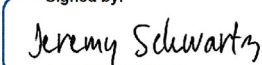
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

ManpowerGroup, Inc.

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Signed by:

By: F37CBF2879DB42A...
Ger Doyle
Title: SVP - Experis

Date: 12/18/2024 | 3:45 PM CST

Date: 12/18/2024 | 3:10 PM CST

RFP 061324 - Staffing with Related Services and Solutions

Vendor Details

Company Name: ManpowerGroup
Does your company conduct business under any other name? If yes, please state: Manpower, Experis, Jefferson Wells, Right Management
Address: 100 Manpower Place
Milwaukee, Wisconsin 53212
Contact: Martie Telepo
Email: martie.telepo@manpowergroup.com
Phone: 570-856-7030
Fax: 484-515-0961
HST#:

Submission Details

Created On: Thursday May 09, 2024 10:38:29
Submitted On: Thursday June 13, 2024 14:20:45
Submitted By: Martie Telepo
Email: martie.telepo@manpowergroup.com
Transaction #: 0a44058b-c0b4-40f2-ad12-188cae24ee3d
Submitter's IP Address: 170.85.72.177

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier").	ManpowerGroup, Inc. and its affiliates
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	<ul style="list-style-type: none"> ManpowerGroup US, Inc. Manpower US, Inc. Experis US, LLC ManpowerGroup Talent Solutions, LLC ManpowerGroup Services Limited Canada
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	<ul style="list-style-type: none"> ManpowerGroup Manpower Experis Talent Solutions RPO TAPFIN Right Management Jefferson Wells
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: EE027
5	Proposer Physical Address:	100 Manpower Place Milwaukee, WI 53212
6	Proposer website address (or addresses):	www.manpowergroup.com www.manpower.com www.experis.com www.mpgtalentsolutions.com www.jeffersonwells.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Isaac Hagen Senior Vice President, Sales Excellence & Vertical Development 100 Manpower Place, Milwaukee, WI 53212 isaac.hagen@manpowergroup.com 651-792-6429
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Martie Telepo Director, Government Solutions 100 Manpower Place, Milwaukee, WI 53212 martie.telepo@manpowergroup.com 570-856-7030
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Additional POCs for the proposal include:</p> <p>Kelli Stanton Head of Sales, US 100 Manpower Place, Milwaukee, WI 53212 kelli.stanton@manpower.com 956-499-3864</p> <p>Sandy Lewis Vice President – Sales, Canada 600 Cochrane Drive, #105, Markham, ON L3R 5K3 sandy.lewis@manpower.com 416-522-3889</p> <p>Sonya Westerman Director, Business Development – RPO and Executive Search 100 Manpower Place, Milwaukee, WI 53212 sonya.westerman@manpowergroup.com 562-533-3356</p> <p>As we move forward in progress, will provide operational contracts by geography.</p>

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Founded in 1948, ManpowerGroup has established itself as a pioneering force in the staffing industry for over 76 years. With its deep commitment to innovative workforce solutions, ManpowerGroup has been at the forefront of addressing the evolving needs of the labor market, businesses, and individuals alike. The company's dedication to understanding the complexities of talent acquisition and management has positioned it as a leader in the global staffing industry, offering a diverse range of services from recruitment and assessment to training, career management, outsourcing and consulting.</p> <p>ManpowerGroup's comprehensive brand family addresses the complex workforce challenges organizations face today, providing direct placement, flexible contingent staffing, project staffing, and onsite management across a wide array of skill categories. Our brands include:</p> <ul style="list-style-type: none"> • Manpower: Contingent and direct placement for administrative/clerical, business professionals, call center, and light industrial skills, as well as talent in specialty engineering and skilled labor provided through Manpower Engineering and Manpower Skilled Technical. • Experis: In-demand interim IT talent, managed resources, and project solutions with specialization in business transformation, enterprise applications, cloud and infrastructure, digital workspace, and cyber security. • Jefferson Wells: Expert services in risk, compliance, finance, accounting, tax, and business optimization • Talent Solutions: Recruitment Process Outsourcing (RPO) providing talent attraction, sourcing, screening, scheduling of interviews, client onboarding for your internal full-time hires, options for full end to end RPO, Project RPO, Modular RPO and On-Demand Recruitment Resources, HR administrative functions and Executive Search or Retained Search; Managed Service Provider (MSP) via TAPFIN; and talent management, leadership development, and outplacement solutions via Right Management. <p>Sourcewell has a distinct opportunity to help its Participating Entities meet their hiring objectives with ManpowerGroup. ManpowerGroup brings over seven decades of experience and significant capability to recruit and hire a wide range of roles across several skill categories in both the US and Canada.</p> <p>Core Values and Business Philosophy ManpowerGroup was founded on the principle that businesses have a responsibility to be a positive contributor to societal change. We are a pioneer and innovator in the world of work. We believe that running a successful organization is about delivering a profit to our shareholders and about contributing to society by providing meaningful and sustainable employment for millions.</p> <p>Our core values follow.</p> <ul style="list-style-type: none"> • People: We care about people and the role of work in their lives. We respect people as individuals, trusting and supporting them, enabling them to achieve their aims in work and life. We help people develop their careers through planning, work, coaching, and training. We recognize everyone's contribution to our success—our staff, clients, and candidates. We encourage and reward achievement. • Knowledge: We share our knowledge, expertise, and resources so that everyone understands what is important now and what's happening next in the world of work—and knows how best to respond. We actively listen and act upon this information to improve our relationships, solutions, and services. • Innovation: Based on our understanding of the world of work, we actively pursue developing and adopting the best practices worldwide. We lead in the world of work. We dare to innovate, pioneer, and evolve. We never accept the status quo. We constantly challenge the norm to find new and better ways of doing things. We thrive on our entrepreneurial spirit and speed of response, taking risks, knowing that we will not always succeed, but never exposing our clients to risk. <p>Industry Longevity Related to Services Offered ManpowerGroup is a leader in innovative workforce solutions, connecting human potential to the power of business. Our comprehensive brand family addresses the complex workforce challenges organizations face today, from flexible contingent staffing, project staffing, onsite management, and direct placement, executive search and RPO. We also provide SOW solutions and IT project solutions for project-based/SOW work through our strategic brands. Clients rely on us to manage their workforce to improve performance and agility. We build workforce capabilities needed now and in the future.</p>

		<p>ManpowerGroup services relevant Sourcwell's staffing RFP include:</p> <ul style="list-style-type: none"> • Temporary/Contingent Staffing • Direct Placement • IT Staffing and Professional Resourcing • Executive Search • Recruitment Process Outsourcing (RPO) • Flexible Staffing/Temp-to-Hire Solutions • Payrolling/Employer of Record (EOR) Services <p>Specific to this, ManpowerGroup has provided these services for:</p> <ul style="list-style-type: none"> • Temporary staffing (non-IT and professional): 76 years • Direct placement: 76 years • IT professional resourcing: 57 years • RPO and executive search: 26 years
11	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, ManpowerGroup expects to collaborate under Sourcwell's cooperative framework to deliver exceptional value and services to the participating agencies.</p> <p>We are prepared to work closely with Sourcwell, its participating members and government agencies, ensuring a seamless introduction of our service offerings into their operations. Through this award, we are eager to establish and nurture long-term partnerships with current Sourcwell members that drive operational efficiencies and mutual growth as well as increased awareness of Sourcwell's purchasing power to new partners.</p>
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>ManpowerGroup has the financial stability, capacity, and resources to support Sourcwell Participating Entities across the US and Canada for the long term. ManpowerGroup has maintained its profitability and financial stability since its inception in 1948, largely due to the company's sensible, prudent approach to business, unaffected by short-term circumstances and staying true to ManpowerGroup's fiscal course.</p> <p>ManpowerGroup's total revenue over the past five years was:</p> <ul style="list-style-type: none"> • 2023: \$18,914,500,000 • 2022: \$19,827,500,000 • 2021: \$20,724,400,000 • 2020: \$18,001,000,000 • 2019: \$20,863,500,000 <p>ManpowerGroup's 2023 SEC 10-K has been uploaded in the Financial Strength and Stability area in the portal. Additional financial information may be found at: https://investor.manpowergroup.com.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>According to Staffing Industry Analysts report, Largest Staffing Firms in the United States (2023), ManpowerGroup maintains 3.2% of global market share and 1.6% of market share in the US.</p> <p>It is important to note that our industry is large and fragmented, comprised of thousands of firms employing millions of people and generating billions of United States dollars in annual revenues. The industry is highly competitive and reflects various trends in the global marketplace. These trends include shifting demand for workers with specific skill sets, employers seeking more flexible working models, consolidation among clients and within the industry itself, as well as low entry costs for small firms looking to compete, especially at the local level. With that, in most areas, no single company has a dominant share of the employment services market in the US.</p> <p>ManpowerGroup remains one of the top publicly traded companies in the employment services industry, in terms of size and market share, in every country where we have operations around the world. We compete in the employment services industry by offering a broad range of services, including permanent, temporary and contract recruitment, project-based workforce solutions, assessment and selection, training, career and talent management, managed service solutions, recruitment process outsourcing, outsourcing, consulting and professional services.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>According to Staffing Industry Analysts report, Largest Staffing Firms in Canada (2023), ManpowerGroup is ranked fourth and maintains 5.1% of market share in Canada.</p> <p>As stated above, the employment services industry is large and fragmented, reflecting various trends in the global marketplace. That said, in most areas, no single company has a dominant share of the employment services market in Canada.</p> <p>ManpowerGroup remains one of the top publicly traded employment services industry, in terms of size and market share, in every country where we have operations around the world. We compete in the employment services industry by offering a broad range of services, including permanent, temporary and contract recruitment, project-based workforce solutions, assessment and selection, training, career and talent management, managed service solutions, outsourcing, consulting and professional services.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. ManpowerGroup has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ManpowerGroup is a service provider; its sales and service force are comprised of its own employees. ManpowerGroup does not have a dealer network.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ManpowerGroup holds all licenses to conduct business in the areas in which it operates, where required	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ManpowerGroup holds all licenses to conduct business in the areas in which it operates, where required. ManpowerGroup is a Fortune 500 company that operates in 70 countries. As such, ManpowerGroup has thousands of clients, suppliers, and associated contracts in place at any given point in time. ManpowerGroup does not maintain centralized data across its global organization regarding performance under contracts and bids. However, to the best of our knowledge, ManpowerGroup has not been suspended, debarred, failed to complete a contract, defaulted on any contract, or had a contract terminated (other than pursuant to the "termination for convenience" provision of the contract).	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>When you partner with ManpowerGroup, you gain more than a trusted advisor with decades of experience and one of the largest footprints in the staffing industry. You get a thought leader at your side, an award-winning enterprise that tops the rankings among third-party analysts in every sector.</p> <p>Achievements in the past five years include:</p> <ul style="list-style-type: none"> World's Most Ethical Company (March 2024): Ethisphere recently recognized ManpowerGroup as a World's Most Ethical Company for the fifteenth consecutive time—the only company in our industry to earn this distinction. Ethisphere is the global leader in defining and codifying the standards of ethical business practices that fuel corporate character, marketplace trust, and business success. You can find more information at https://worldsmoethicalcompanies.com/honorees. Best Place to Work for LGBTQ+ Equality for the Eighth Consecutive Year (Dec 2023): ManpowerGroup achieved a 100% Corporate Equality Index (CEI) from the Human Rights Campaign (HRC) Foundation for best places to work for LGBTQ+ equality in the US for the 8th consecutive year! CEI is the nation's foremost benchmarking survey and report measuring 1,271 of the nation's most prominent businesses' corporate policies and practices related to LGBTQ+ workplace equality in the US. ManpowerGroup joins the ranks of over 545 major US businesses that also earned top marks this year. Of notable achievement, ManpowerGroup earned a score of 100. Disability Equality Index Names ManpowerGroup a Best Place to Work in the US for Eighth Consecutive Year (July 2023): ManpowerGroup has been recognized by the Disability Equality Index® (DEI) as one of the Best Places to Work in the US, receiving a top score for the eighth consecutive year for our commitment to diversity, equity, and inclusion in the workplace. Age Friendly Institute Recognizes Manpower (June 2023): Manpower has earned the distinction of being recognized once more as a Certified Age Friendly

Employer™. Manpower stands with a group of forward-thinking and socially conscious employers granted this certification. The Manpower certification was awarded after a thorough evaluation of our responses to the Certification Evaluation Standards, a review of publicly available information, and a comparison with standards for policies and practices within general commerce and technology management industries.

- Everest Group Named ManpowerGroup Talent Solutions RPO 2024 Leader-- For the fourteenth consecutive year, Talent Solutions RPO was named Global RPO Leader by Everest Group, in their 2024 report "Recruitment Process Outsourcing-Service Provider Landscape with PEAK Matrix Assessment." In addition to being recognized for the breadth and depth of its global offerings, Talent Solutions has also been named as a leader in North America, Asia Pacific, and Europe, Middle East, and Africa (EMEA).
- Experis Named a Star Performer and a Leader by Everest Group (September 2023) – For the second year in a row, Experis has been recognized by research firm Everest Group as a Star Performer in its US Contingent Staffing Services PEAK Matrix® Assessment 2023 report. Of the 28 staffing firms profiled in this report, Experis was also awarded a “Leader” designation for performing significantly better than others in most of the measured dimensions.
- Manpower® and Manpower Engineering Named 2023 Star Performers and Global Leaders by Everest Group (2023) We are excited to be named both a 2023 Leader and a Star Performer for our strong vision and commitment towards skilled trades, bundled services engagement, and industry-leading skilling opportunities through MyPath®, powerYou, Academy of Advanced Manufacturing, National Apprenticeship Sponsorship, and other learning programs. We are being recognized for our unequivocal impact in the industrial, engineering, and manufacturing sectors within the contingent talent and strategic solutions market, helping accelerate business performance. This year's assessment reviewed the ability of 28 companies to deliver services through vision and strategy, the scope of services offered, innovation and investments, and delivery footprint.
- ManpowerGroup Named America's Best Management Consulting Firm (March 2022)–Forbes and Statista selected ManpowerGroup among America's Best Management Consulting Firms based on the results of two independent surveys. In the 'Expert Survey,' 7500+ management consulting executives and partners were asked to make peer recommendations for consultancies in sixteen industries and sixteen functional areas; in the 'Client Survey' 1,300 + senior executives were prompted to evaluate management consultancies they have worked with during the last four years.
- Everest Group Named TAPFIN Global Leader (September 2023): ManpowerGroup Talent Solutions' managed service provider (MSP) TAPFIN has been named a global leader for the tenth consecutive year by leading industry analyst Everest Group. This year, TAPFIN, part of ManpowerGroup, also received a Star Performer distinction in CWM for its marked year-over-year advancements. The Everest Group is a research firm that provides trusted, fact-based analysis of top service providers across the world. The PEAK Matrix provides an objective, data-driven assessment of providers based on their overall capability and market impact across different services markets. The matrix categorizes service providers as Leaders, Major Contenders, and Aspirants. Star performers are those that demonstrate strong upward movement in successive reports.
- Right Management has been Voted Among America's Top Management Consulting Firms (August 2023): Right Management has been named by Forbes as one of America's Best Management Consulting Firms for 2023.
- Everest Group Recognizes Right Management as Star Performer (February 2023): Talent Solutions Right Management has been recognized as a global leader and Star Performer in Everest Group's Outplacement and Career Transition Services PEAK Matrix® Assessment 2023, receiving one of the best overall scores in their comprehensive evaluation framework. Talent Solutions Right Management was recognized for "significantly increasing the transformational impact delivered to clients" via improvements to its outplacement technology platform, investments in internal transitions and redeployment offerings, and the creation of a strategic road map for the digital delivery of its services. Everest Group rated Right Management highly across seven dimensions – market adoption, portfolio mix, value delivered, vision and strategy, scope of services offered, innovation and investment, and delivery footprint.
- Forbes Names Talent Solutions Right Management as One of America's Best Management Consulting Firms (August 2022)– Talent Solutions Right Management has been named by Forbes as one of America's Best Management Consulting Firms for 2022. This is the second time ManpowerGroup's expert coaching and in-person workforce development consultancy have won the award, having been recognized in 2020 as well. Right Management received three stars in the Human Resource Consulting category.
- Forbes Includes Manpower in the Global 2000 World's Largest Public Companies (May 2020)–In its eighteenth annual rankings of the world's largest companies, Forbes listed 2,000 top companies. Despite all the challenges that the global pandemic posed, Forbes ranked Manpower on the list for its high performance.

		<ul style="list-style-type: none"> Forbes Ranks Manpower Among America's Best Professional Recruiting Firms (June 2020)—In the wake of the pandemic, Forbes partnered with Statista, a market research company, to rank America's top 250 professional search firms focused on placing positions with salaries of less than \$100,000. Manpower ranked in the top ten and Experis in the top fifty. Forbes Gives Manpower Five Stars in America's Best Temp Staffing Firms (July 2020)—Forbes simplified their rankings process with Statista to list America's best temporary staffing firms. The survey spanned 26,000 recruiters and 5,400 job candidates. They ranked 138 firms with star ratings. Forbes rated Manpower in the top half with five stars. Forbes Lists Manpower on America's Best Employers for Women (July 2020)—Forbes worked with the market research firm Statista to survey 75,000 Americans that work for businesses that employ more than 1,000 workers, including 45,000 women. Respondents shared their opinions about their employer's culture, career development, working conditions, compensation, and diversity. Forbes ranked Manpower among the leaders in this survey. ManpowerGroup Named One of Best Corporate Citizens by CR Magazine (May 2019)—ManpowerGroup has once again been named one of the 100 Best Corporate Citizens. Since 1999, the 100 Best Corporate Citizens has ranked the 1,000 largest US companies for outstanding environmental, social, and governance (ESG) disclosure and performance. 	
20	What percentage of your sales are to the governmental sector in the past three years	As a publicly traded company (NYSE: MAN), we are limited in providing detailed revenue breakdowns that have not been made public. We have prepared this data for the purpose of answering this question within the limits of what we can make public. In 2023 ManpowerGroup worked with over 400 Government agencies within State, Local, and Education (SLED) totaling over \$200M dollars in revenue.	*
21	What percentage of your sales are to the education sector in the past three years	As a publicly traded company (NYSE: MAN), we are limited in providing detailed revenue breakdowns that have not been made public. We have prepared this data for the purpose of answering this question within the limits of what we can make public. In 2023 ManpowerGroup has worked with over 400 Government agencies within State, Local, and Education (SLED) totaling over \$200M dollars in revenue.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ManpowerGroup holds numerous contracts with state, provincial, and local agencies across North America. Due to strict clauses in confidentiality agreements held with these clients, we cannot provide a client list or account details. In 2023 ManpowerGroup has worked with over 400 Government agencies within State, Local, and Education (SLED) totaling over \$200M dollars in revenue. ManpowerGroup does not currently hold any cooperative purchasing agreements.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not applicable.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Orlando Housing Authority	Janet Bridges	407-895-3300	*
Connecticut Water Company	Jenifer L. Samorajczyk	(860) 664-6167	*
City of Kingston	Chantal Compeau	613-546-4291	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
University	Education	California - CA	Temp staffing, Perm Staffing	Temp Staffing range \$25-190/hr. Perm Staffing range \$2,000 - \$30,000	\$10M
Government Agency	Government	Kansas - KS	Statement of work solutions, temp staffing, perm staffing, Professional consulting	Temp Staffing range \$25-190/hr. Perm Staffing range \$2,000 - \$30,000 Professional Consulting range \$10,000 - \$150,000	\$9M
Non-Profit	Non-Profit	Florida - FL	Statement of work solutions, temp staffing, perm staffing, Professional consulting Payrolling services, Program management	Payrolling range \$20 - \$50/hr Program management \$50,000 - \$500,000	\$12M
Community Collage	Education	California - CA	Temp Staffing, IT solutions, Perm Staffing,	Temp Staffing range \$25-190/hr. Perm Staffing range \$2,000 - \$30,000	\$17M
City Government	Government	California - CA	Temp Staffing, IT solutions, Perm Staffing,	Temp Staffing range \$25-190/hr	\$12M

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	ManpowerGroup has 28,000 employees worldwide. Over 4,500 are in North America, across the US and Canada. Approximately 20% of our workforce in orth America are in sales. The remaining percentages comprise executive/senior leadership (1%), mid-level managers (18%), service/delivery professionals (44%), and administrative employees (17%).
27	Dealer network or other distribution methods.	ManpowerGroup does not have a dealer network.
28	Service force.	ManpowerGroup has 28,000 employees worldwide. Over 4,500 are in North America, across the US and Canada. Approximately 44% of our workforce in North America are service/delivery professionals. The remaining percentages comprise executive/senior leadership (1%), mid-level managers (18%), sales workers (20%), and administrative employees (17%).

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	ManpowerGroup offers several options for placing orders, depending on the specific service needed. To streamline the process of promoting ManpowerGroup services and accepting orders from Sourcwell Participating Entities, we will establish a centralized ordering platform for consistency and completion of needed information. The platform would provide a clearly defined catalog showcasing services, including specifics related to each country and the unique offerings available to meet the diverse needs of Sourcwell participating agencies. We will also assign a ManpowerGroup Sourcwell Account Manager to serve as the primary point of contact to facilitate communication and oversee the ordering process. At this time Martie Telepo will be the acting Account Manger as we establish building new relationships under this agreement should we be awarded. As the services that we provide increase so will the dedicated sales team in supporting it. Our account management growth will be assigned to align with geographical demand. This approach is designed to enhance the ordering experience, making it more efficient and user-friendly for all participating Sourcwell Participating Entities. This also allows for central reporting and management along with a clear escalation process. Once an order is received, the ManpowerGroup Sourcwell Account Manager will work with the appropriate local managers and recruiters who will focus on sourcing, assessing, matching, and placing candidates. These teams specialize in delivering candidates and services exactly when and where you need them while providing a great customer and candidate experience.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service will be led by the Sourcwell interim Account Manager Martie Telepo and supported by key leaders and account managers in each country and line of business. The Sourcwell Account Manager has ultimate responsibility for overseeing ManpowerGroup's efforts for the cooperative program, working closely with all agency participants. The process begins with receiving inquiries through multiple channels, such as phone, email, chat, web forms, and social media, which are then logged into a centralized Customer Relationship Management (CRM) system. Inquiries are then assessed and categorized based on urgency and type, ensuring they are routed to the appropriate recruiter, account manager, or support staff. Response times are critical, with general inquiries addressed within 24 hours, urgent client needs within 2 hours, and critical issues within 1 hour. The resolution process involves different support tiers, escalating complex issues to senior staff when necessary. Follow-ups are conducted to verify satisfaction, gather feedback, and offer additional support if needed, with all resolutions documented and knowledge bases updated accordingly.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	ManpowerGroup is fully prepared and eager to supply our services to Sourcwell Participating Entities across the United States and Canada. We have scalable operations, a scalable recruiting team, and a deep understanding of compliance and regulatory requirements. We aim to offer competitive pricing and excellent customer service, fostering long-term partnerships by meeting the needs and expectations of Sourcwell members with our value-driven solutions. We put thousands of people to work each day and continue to build a diverse pipeline of qualify candidates to meet our clients needs and provide meaningful and sustainable work.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	ManpowerGroup is fully prepared and eager to supply our services to Sourcwell Participating Entities across Canada. We have a scalable operation, a scalable recruiting team, and a deep understanding of compliance and regulatory requirements. We aim to offer competitive pricing and excellent customer service, fostering long-term partnerships by meeting the needs and expectations of Sourcwell members with our value-driven solutions.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not applicable. ManpowerGroup has the capability to service Sourcwell Participating Entities across the US and Canada.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable. ManpowerGroup has the capability to service all participating entity sectors and has a strong presence across both the US and Canada. ManpowerGroup does not currently hold any other cooperative purchasing agreements in North America and is unaware of any conflicts of interest with any other clients that would limit its ability to promote another contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ManpowerGroup has the ability to take a 3-pronged approach to marketing and promoting our involvement with the Sourcwell contract and servicing participating agencies.</p> <ol style="list-style-type: none"> 1. In Market Field Sales Representative led approach– via phone calls, emails, and flyers. We have offices and sales personnel located all over North America. These sales agents will be educated on the benefits of joining Sourcwell and gaining services from ManpowerGroup. 2. Technology lead / digital marketing strategy – Our robust technology solutions could be utilized to share our partnership with Sourcwell in various social media sites and electronic / digital campaigns. 3. In person meeting and presentations – ManpowerGroup often participates in government related conferences and government agency lead meetings as an employment / workforce development expert. During these sessions we share insights and how beneficial working with Sourcwell can be. <p>As a global company services thousands of clients in North America, we have developed a database containing a large amount of government agencies, educational institutions and non-profits that can be part of our outreach marketing initiatives.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As it relates to marketing effectiveness, ManpowerGroup’s approach in the use of technology and digital data varies based on the specific circumstance. ManpowerGroup leverages various technologies and digital data to enhance marketing efficiencies. These include Customer Relationship Management (CRM) systems, marketing automation, Content Management Systems (CMS), social media management tools, and email marketing platforms.</p> <p>ManpowerGroup uses CRM systems to manage customer interactions, track leads, and automate marketing campaigns. This helps in segmenting the audience, personalizing communication, and analyzing customer behavior. Marketing automation tools help in automating marketing tasks such as email marketing, social media posting, and ad campaigns. These tools allow for personalized marketing at scale and provide insights into campaign performance.</p> <p>Content Management Systems (CMS) are used to manage and deliver digital content across multiple channels, ensuring a consistent and engaging customer experience. Social media management tools are utilized to manage social media accounts, schedule posts, engage with audiences, and analyze social media performance. Email marketing platforms are employed for creating, sending, and analyzing email campaigns, aiding in segmenting the audience, personalizing messages, and tracking engagement metrics.</p> <p>By integrating these technologies and leveraging digital data, ManpowerGroup can enhance its marketing efficiencies through better targeting, personalization, automation, and data-driven decision-making.</p>
38	In your view, what is Sourcwell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>ManpowerGroup believes that Sourcwell will play a strong role in creating mutually beneficial relationships by the enhancement and promotion of contracts arising from the cooperative purchasing agreement. Sourcwell provides a centralized platform to promote vendor’s capabilities. By facilitating the creation and dissemination of an approved vendor list, Sourcwell not only simplifies the selection process for Participating Entities but also ensures that these agencies have access to vetted, credible suppliers. This proactive approach maximizes the program’s impact by streamlining the solicitation process and efficiently marketing the final contract award to a broad audience of potential users.</p> <p>The integration of a Sourcwell-awarded contract into our sales process would be methodical and strategic, establishing a centralized framework with information for all sellers across the US and Canada on how to market to Sourcwell Participating Entities. At the outset, we would incorporate the details of the awarded contract into internal sales communications and training, ensuring that our sales team is thoroughly acquainted with all specific details related to the cooperative agreement and its users. Further, the page would not only detail the contract’s features and benefits but also highlight success stories, testimonials, and the value delivered to participating agencies. By consistently sharing opportunities derived from the Sourcwell-awarded contract, we aim to keep our sales team and potential customers engaged and informed about the latest developments and possibilities.</p> <p>These efforts not only promote vendors but also strengthen the overall ecosystem, benefiting consumers, vendors, and the co-op itself.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No. ManpowerGroup’s services are not available through an e-procurement ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe the types of tools and technologies your company uses for staffing management.	<p>ManpowerGroup has a robust technological ecosystem, employing the tools and technologies best suited for the specific services that we deliver. It is the backbone of how we attract, source, recruit, and hire top talent as well as to help facilitate delivery, increase productivity, and maximize performance. Key tools include:</p> <p>Proprietary Tech Stack A key component of our technology strategy is our proprietary tech stack, PowerSuite. PowerSuite combines leading talent acquisition technologies with advanced analytics, AI, machine learning, and predictive technologies that enable our teams to attract, nurture, and hire the very best talent for our clients. PowerSuite incorporates various features and technologies that allow us to provide our clients with unmatched service.</p> <p>Recruiting Tools Our recruitment team has access to the finest tools in the industry, one of which is Bullhorn. This contemporary recruitment software plays a crucial role in our ability to deliver prompt results while ensuring a seamless, cohesive experience by enhancing activity management. The advantages of utilizing Bullhorn are numerous, including acceleration in presenting candidates to the market, a reduction in the time needed to fill positions, heightened efficiency in sourcing, better management of candidate pipelines, and an overall improvement in the experience for everyone involved.</p> <p>Onboarding Platform The onboarding process is crucial in guiding candidates towards being fully prepared for their assignments. It ensures that our candidates receive all the necessary resources to meet ManpowerGroup and/or client requirements, while ensuring compliance with relevant laws. By using tools like Onboarding365, we can greatly streamline both the onboarding and offboarding processes for new hires and departing employees. The standard new hire onboarding process will be tailored based on the regulations of the State/Province where the candidate resides, as well as any specific client requirements if applicable.</p>
41	Describe how your company complies with legal and regulatory requirements.	<p>ManpowerGroup takes its legal obligations very seriously. To ensure that we are always compliant, we have an in-house team of legal advisors that keep us on top of legislative and regulatory requirements as well as any changes to relevant laws that impact our industry. Any changes to legislation are quickly communicated to our offices and to our clients through our global and regional operational teams to ensure continued compliance with all governing laws.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>ManpowerGroup is strongly committed to sustainability and environmental responsibility, embodying this principle through various green initiatives closely linked to our operations, products, and services. Some key highlights include:</p> <ul style="list-style-type: none"> • Science Based Target Initiative (SBTi): We set ourselves targets aligned with the Paris Climate Agreement to help limit global warming to 1.5°C by achieving Net Zero by 2045 or sooner. In 2021 we were the first in our sector to have set ambitious emissions reduction goals that were validated by the Science-Based Target Initiative (SBTi) with targets to reduce our Scope 1 & 2 emissions by 60% and our Scope 3 emissions by 30% by 2030. • Carbon Disclosure: We have participated in the Carbon Disclosure Project (CDP) for 13 years, meaning we can be transparent about our initiatives and impact to global stakeholders while supporting us in identifying opportunities for improvement. We are consistently scoring higher than our competitors in CDP's climate questionnaire. In 2022, we received an A-, which means we were part of the top 16% of companies in this leadership category. • Green Certifications: Sixty percent of our key market headquarters are in green buildings with certifications from LEED, HQE, BREAM and NABERS, and half of our key market operations have obtained ISO 14001 certification for their environmental management systems.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>EcoVadis We partner with EcoVadis, provider of the world's most trusted business sustainability ratings, to assess our environmental management systems in key markets around the world. Globally, we have a gold medal from EcoVadis, placing us in the top 5% of all rated companies. We also have representation of 25+ markets.</p> <p>Green Certifications Sixty percent of our key market headquarters are in green buildings with certifications from LEED, HQE, BREAM and NABERS, and half of our key market operations have obtained ISO 14001 certification for their environmental management systems.</p>

<p>44</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>ManpowerGroup does not qualify as a woman, minority, small, or veteran-owned business. However, ManpowerGroup is committed to developing relationships with diverse suppliers who can enhance the intelligent, innovative workforce solutions we offer and will deliver to our clients in the US.</p> <p>Although we are not proposing to use any suppliers for this RFP, we can do so.</p> <p>ManpowerGroup's Supplier Diversity program was designed to recruit, develop and increase our diverse supplier base. Our program includes minority, women, veterans, disadvantaged, LGBT and small business owners who share our mission of providing quality services to their clients. We collaborate with diversity suppliers who share our vision of being the best provider of higher value staffing services and the center for quality employment opportunities. We are committed to developing relationships with diversity suppliers to collaborate on the innovative workforce solutions we offer our clients worldwide. Through these collaborative efforts, we can help strengthen the economic wealth of our diverse business communities, which will, in turn, contribute to the overall growth and expansion of our markets.</p> <p>To exceed expectations and create strong partnerships with our diverse supplier base, ManpowerGroup's Supplier Diversity program focuses on these important objectives and goals:</p> <ul style="list-style-type: none"> • Increase the number and quality of relationships with diverse suppliers while maintaining our current standards of quality, competitive pricing, and service delivery. • Identify and track qualified and approved diverse suppliers that can provide ManpowerGroup with services. • Mentor and develop diverse suppliers by broadening their participation in ManpowerGroup's client programs. • Promote integrity, ethics, and social responsibility in the workplace by cultivating diverse quality suppliers. • Provide training and program expectations to ManpowerGroup employees working with diverse suppliers so they understand our Supplier Diversity Initiative's program initiatives and goals. <p>When it comes to recruiting, we employ various strategies to recruit diversity candidates, aiming to create inclusive work environments and address the specific needs of our clients. We collaborate with organizations and associations that focus on underrepresented groups, such as minority professional associations, veterans' groups, disability organizations, and LGBTQ+ networks, to access a broader and more diverse talent pool. Additionally, we craft job postings that emphasize inclusivity and diversity, using inclusive language and highlighting the company's commitment to diversity. We also utilize diverse job boards and platforms that cater specifically to underrepresented groups. Internal training programs are implemented to educate recruiters on unconscious bias and the importance of diversity, ensuring that the recruitment process is fair and equitable. Networking and attending events such as diversity job fairs and community based organizational events further enable us to connect with diverse candidates. Finally, we promote employee referral programs that incentivize current employees to refer candidates from diverse backgrounds, leveraging their network to reach a wider array of potential hires.</p>
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45	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>ManpowerGroup offers several unique attributes that set its services apart in the staffing and workforce solutions industry. Firstly, its global presence and extensive network enable it to provide comprehensive staffing solutions across various industries and regions, offering clients access to a diverse pool of talent worldwide. This global reach is supported by localized expertise, ensuring that ManpowerGroup understands the unique needs and dynamics of each market it operates in.</p> <p>Secondly, ManpowerGroup emphasizes innovation and technology integration in its services, leveraging advanced analytics, automation, and digital platforms to streamline recruitment processes, enhance candidate matching, and optimize workforce management. This commitment to innovation allows ManpowerGroup to deliver efficient and effective solutions that meet the evolving needs of its clients in today's rapidly changing business landscape.</p> <p>Moreover, ManpowerGroup places a strong emphasis on talent development and upskilling, offering a range of training and development programs to help individuals acquire in-demand skills and advance their careers. By investing in talent development, ManpowerGroup not only helps clients access skilled professionals but also contributes to building a more resilient and adaptable workforce for the future.</p> <p>Additionally, ManpowerGroup's holistic approach to workforce solutions encompasses a wide range of services beyond traditional staffing and direct placement, including contingent workforce management, executive search/retained search, recruitment process outsourcing (RPO), talent assessment, and workforce consulting. This comprehensive suite of services allows ManpowerGroup to address clients' diverse workforce needs and provide tailored solutions that drive business growth and success.</p> <p>We are unique in our industry for Sourcwell participating agency with our broad range of services. Contingent labor from manufacturing to administrative, IT, Finance support, our RPO Solutions team offers Modular Services, any part of your full-time hiring process can be handled by us. Tapping into our perm placement capabilities and our extensive list of solutions that we can provide. We work as an extension to each participating agency's team. Our teams are highly flexible and scalable, we can mobilize our deep bench quickly to deliver the talent you need. Our recruiters receive on-going training, include diversity, equity and inclusion and we provide a variety of the top sourcing tools. We have access to deep market data and workforce insights.</p> <p>Overall, ManpowerGroup's global reach, focus on innovation, commitment to talent development, collection of solutions and services provided through our subsidiaries distinguish it as a leading provider of staffing and workforce solutions in the industry.</p>
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Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Describe any performance standards or guarantees that apply to your services.	<p>We take every step necessary to provide an associate who consistently meets your requirements and achieves the performance standards established. Our unwavering commitment to quality and service excellence is reinforced daily with our written guarantee.</p> <p>Temporary For temporary labor, if the client is dissatisfied with an associate's performance within a set timeframe, we will replace that associate, within a reasonable notice, at no cost.</p> <p>Direct Placement If a candidate resigns from the client or is otherwise terminated for any reason except layoff, reduction in staff, reorganization, or transfer of ownership of the client, within the first thirty days of employment, provided fees have been paid, we will replace the candidate on a one-time basis at no additional cost. You must notify us within three business days after such termination for this guarantee to be valid.</p> <p>Executive Search 30-day replacement guarantee, from candidates' 1st day of employment for 30 days will apply, if candidate is terminated for any reason except for a reduction in workforce, elimination of the position or insufficient work for candidate and provided that all invoices associated with such candidate have been paid in full. ManpowerGroup Talent Solutions will, on a one-time basis, use its best efforts to replace the candidate at no additional cost. As the Participating Entity makes all hiring decisions on candidate selected for hire, nothing herein shall entitle a refund of any fee paid to ManpowerGroup Talent Solutions.</p>
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	<p>At ManpowerGroup, key performance indicators (KPI) are tracked and measured to drive performance in our programs. These metrics ensure ManpowerGroup's services meet expected levels for optimal performance and quality standards.</p> <p>It is important to note that KPIs vary based on the specific staffing service; for example, the KPIs that we would track and adhere to for temporary labor would be different than that for an RPO solution.</p> <p>RPO KPI's vary based on the scope of work, volume, types and levels of positions, recruitment workflow, and length of the project or scope of work required. Below are some of our typical RPO KPIs.</p> <p>Time-to-Offer Rate:</p> <ul style="list-style-type: none"> The number of calendar days it takes to find and hire a new candidate, from approved requisition being opened to date an offer is accepted Our goals are: 30 days for non-exempt roles; 45 days for exempt individual contributor positions; and 75 days for manager roles <p>Interview-to-Hire Ratio</p> <ul style="list-style-type: none"> Defined as the number of interviews conducted compared to the number of offers accepted. Measures how well the recruiting team is sourcing and screening candidates Our goals are between 3 to 5 interviews to 1 candidate offer for exempt roles and between 2 to 4 interviews to 1 candidate offer for non-exempt roles <p>Speed of Delivery</p> <ul style="list-style-type: none"> Defined as the days between requisition opening to first candidate submittal (for non-class-based hiring) Goals are 10-15 business days for exempt roles and 5-10 business days for non-exempt roles <p>New Hire and Hiring Manager Satisfaction</p> <ul style="list-style-type: none"> Surveys measuring satisfaction with recruitment process/experience Manager survey typically includes questions about process, technology, timelines, and candidate quantity and quality. This survey is usually administered via the client ATS. Goals are 85% or above average rating <p>Diversity</p> <ul style="list-style-type: none"> Depends on the client's specific goals and initiatives for diversity and inclusion Typically, both diversity recruiting and diversity hiring metrics are tracked. <p>Customer Service Class Fill</p> <ul style="list-style-type: none"> Defined as percentage of class filled based on day-one starts Our goals is class starts falling below 95% of the goal as long as over hiring is allowed. <p>Data Accuracy</p> <ul style="list-style-type: none"> We will audit the actions in all systems for timeliness and accuracy, providing we have access to reporting.
48	Describe your recruitment and vetting process.	<p>Recruitment Methodology ManpowerGroup's dynamic recruitment model is adaptable to the ever-changing staffing landscape, using market insights and data to drive strategy and pinpoint talent. Generally, we employ an omni-channel recruiting strategy that features several common tactics and encompasses both proactive efforts and immediate-response</p>

actions to secure qualified workers. Nuances are We tailor our approach to include specific nuances based on the delivery model.

For temporary workers, we employ a mix of traditional and innovative methods to ensure a broad but targeted candidate reach. This is fine-tuned depending on the skill category and delivery model, i.e., temporary vs permanent roles or non-IT and IT. ManpowerGroup's omnichannel recruitment strategy includes:

- Social and Digital Channels: Tailoring marketing campaigns to specific candidate personas, embracing tools like programmatic marketing and text-to-apply features for streamlined candidate engagement.
- Job Board Collaborations: Maximizing visibility through strategic partnerships with leading job boards.
- Database Searches: Drawing from our extensive pool of talents to match your specific skillset requirements promptly.
- Applicant Tracking System (ATS): Efficiently broadcasting job openings across multiple online platforms for maximum exposure and swift candidate response.
- Traditional Media: Leveraging print, billboards, radio, and industry-specific publications to reach candidates.
- Referrals: Capitalizing on the success of our referral program, which accounts for over 50% of our placement success.
- TextUs: Enhancing communication with candidates through prompt text messaging services, ensuring quick engagement.
- Direct Recruiting: Actively seeking talent from a wide spectrum of industry players and sectors.
- Internet Mining: Utilizing advanced search technologies to uncover potential candidates online.
- Web Prescreening: Efficiently filtering candidates through customized online questionnaires.
- Diversity Partnerships: Engaging with specialized associations and online groups to broaden our candidate base.
- Educational Partnerships: Collaborating with colleges and trade schools for direct access to upcoming talent through informational sessions, job placement offices, and club engagements.

Additionally, we extend our reach to transitioning military personnel and their spouses, and we actively disseminate job openings through community networks.

RPO Omnichannel Recruitment

Finding and attracting the right talent quickly without sacrificing the candidate's experience is essential, especially as market demands fluctuate. For RPO, ManpowerGroup RPO selects all recruiting channels based on our understanding of the role, the competition, and the marketplace. RPO omnichannel recruitment includes several of the following options:

- Automated job board resume database searches
- AI-enabled programmatic and automated job board posting
- AI-enabled sourcing/data mining of talent in social media and other websites
- Digital marketing
- Employee and network referrals
- Mobile/text marketing
- Email and SMS campaigns
- Live and virtual events

Screening Temporary Employees

ManpowerGroup has been perfecting its delivery model as a leader in the staffing industry for over seven decades and brings significant expertise to match and screen the most suitable candidates to client requisitions. At a high level, features of our screening process include:

Pre-Qualification Screening

Our screening process starts with a phone call to the candidate. During this call, the recruiter pre-qualifies the candidate to ensure they meet our stringent employment criteria. To do this, we ask questions about their current employment status, salary, employment authorization (visa), location/transportation and willingness to travel, availability, degree/certifications, and a skillset breakdown. The recruiter then records all candidate information in a candidate submittal form.

Pre-Qualify

If the candidate meets the necessary criteria, the recruiter begins to determine if there is a potential match between the candidate and the job requirements. Since multiple components make up a match, the recruiter engages the candidate in a conversation about their reasons for their current job search, their career goals, and professional interests. Then, the recruiter reviews the current job requirements with the candidate and screens them using a pre-developed, pre-qualifying skillset questionnaire. If the recruiter determines a match, the candidate is scheduled for an in-person interview with ManpowerGroup.

Interviews

Based on client requirements, we use a structured interview to gather important work-related information from each candidate and continue to validate the match based on

		<p>their preferences, aptitudes, and skills. This interview is a crucial step in making the best match of candidates for positions. Our recruiters gather essential information on the individual's background, experience, interests, preferences, skills, and career goals. The process can be conducted over the phone or by video, simplifying the selection process while reducing scheduling time for face-to-face interviews. We can also develop a more customized interview to uncover specific behaviors if required. Ultimately, this helps us find the most qualified candidates for your requirements.</p> <p>Reference Validation We perform professional reference checks for every candidate submitted toward the job requirements before employment is considered. Our recruiters are skilled in analyzing reference information over the phone and will contact each of these references. Our staff engages the referenced contacts in conversations regarding the candidate's technical qualifications, areas for improvement, and any problem areas that would prevent the reference from re-employing the candidate. Each reference conversation is summarized and entered into our proprietary database to develop and retain historical information used for thorough and consistent evaluations, whether by phone or in person.</p> <p>Skill Assessments and Testing ManpowerGroup conducts skills assessments based on specific skill sets as well as the program needs of our clients. Using various technologies, such as IBM® Kenexa®, we strive to objectively measure and evaluate candidates' knowledge and abilities to predict on-the-job performance. At a high level, we administer assessments in the following areas:</p> <ul style="list-style-type: none"> • Call center/customer service • Computer software • Financial • Industrial and skilled trades • Industry knowledge • Information technology • Language and communication • Management • Office skills
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	Describe your payment terms and accepted payment methods.	ManpowerGroup's standard payment terms are Net 10 from the invoice date unless there is a fully executed contract with other terms or alternative approvals for extended terms.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable. ManpowerGroup does not offer options for leasing or financing.	*
51	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	ManpowerGroup has provided some samples in the upload section, however, we will set up a tailored ordering system and process for the Sourcwell program.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	ManpowerGroup's preferred method of payment is electronic funds transfer. ManpowerGroup has the capability to accept P-cards. However, surcharges may apply if this is required, and extended terms will not apply, as thirty days are standard by card-issuing banks.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>ManpowerGroup's proposed pricing model categorizes job families and roles by proposed staffing service. We have identified a significant range of potential job titles that could fall under this pricing model. However, it is important to note that the listing isn't exhaustive. ManpowerGroup will collaborate closely with each Participating Entity on the precise roles and experience level(s) required.</p> <p>For Direct Placement (Contingence based) and Executive Search (Retained Search), for your full-time internal hiring jobs, we have proposed a Fee based on a (%) Percentage of the Annual Compensation per role. Roles are categorized into job families for Direct Placement, and hierarchy based for Executive Search.</p> <p>For RPO (Recruitment Procurement Outsourcing) Services, the hiring of your full-time employees' open requisitions OR individual outsourced resources or tasks, we have provided a NOT to Exceed resource rate card, which will provide guidance for the potential team composition for the RPO solution/services requested. RPO will work with Participating Entity to prescribe the best type and number of resource/s, needed to complete the scope of work. Scope description requires information from Participating Entity such as volume and type of each positions needed to be hired, location, hiring process, typical workflow, number of interviews required, assessments needed if any, drug or background etc. process, credentials if needed, on-boarding details, and timeline for anticipated start date of hires.</p> <p>For Contingent Labor with Manpower and Experis we are providing a rate card with a not to exceed bill rate. Rates will vary from geographical location to location. We will consider the cost of doing business in each area and the cost of securing talent and provide a bill rate reflecting the ordering agency's market location, job title and experience level.</p>	
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	ManpowerGroup's proposed pricing displays the maximum market bill rate as well as our proposed maximum Sourcewell bill rate, demonstrating the best pricing available to Sourcewell Participating Entities.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the Sourcewell discounted pricing ManpowerGroup is prepared to hold individual agency conversations that would provide additional savings.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Charges associated with freight, shipping, pre-delivery inspection, installation, set up, mandatory training, and initial inspection are not applicable to ManpowerGroup's proposed services.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable. Freight, delivery, and shipping are not applicable to ManpowerGroup's proposed services.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable. Freight, delivery, and shipping are not applicable to ManpowerGroup's proposed services.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We are deeply committed to maintaining the integrity of our proposed contract with Sourcewell. This commitment underscores our pledge to deliver accurate pricing and ensure timely remittance of administrative fees through diligent internal audits and real-time sales tracking. Our finance team, working closely with the Sourcewell Account Manager, conducts quarterly reviews of invoice reports to ensure strict adherence to contract terms and accurate fee calculations. Additionally, we regularly conduct pricing audits to promptly address any discrepancies and ensure that Sourcewell members receive the contracted pricing they are entitled to. This rigorous process reflects our unwavering dedication to upholding contractual obligations and fostering transparent, compliant operations.
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	ManpowerGroup is deeply committed to ensuring the success of our contract engagements, and as part of this commitment, we've devised a strategy to monitor and assess our performance closely. By focusing on a few key internal metrics, we aim to gain insights into how effectively we are meeting our objectives. These include the satisfaction levels of both clients and employees, the rate of contract fulfillment, and the efficiency of our recruitment processes. By tracking these metrics, we intend to identify areas of success and opportunities for improvement, enabling us to make data-driven decisions and implement targeted strategies that enhance our service delivery. This proactive approach ensures that we not only meet but exceed the expectations of those we serve, reinforcing our position as a leader in the staffing industry.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ManpowerGroup proposes a 1.5% administrative fee. Fee will be calculated on actual invoices totals and credit notes (if applicable) in each quarter.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Workforce and Staffing Solutions</p> <p>We optimize your workforce with staffing and solutions. Our Recruiters have built a strong relationship with the talent in your community and take great care to match the right person to the right job. Manpower's workforce solutions ensure your employees are doing their job and doing it well as they see a path and direction for growth alongside you. We do it all to help you achieve your goals through our workforce. We lead the industry in our screening and selection process, ensuring that our associates possess the skills required for each unique placement. Our comprehensive intake process, coupled with our thorough understanding of your working environment, helps us select motivated people with the skills, commitment, aptitude, and personality to succeed in their assignments. We also understand the changing needs of administrative positions and provide relevant training to prepare our associates for new situations effectively.</p> <p>Direct Placement</p> <p>ManpowerGroup can quickly deliver in-demand, fully screened, qualified candidates for permanent job opportunities while reducing time-to-hire. Our talented professionals have the experience and skills to immediately contribute to your organization's productivity, innovation and growth. Our approach involves using industry-focused recruiters to build a pipeline of both passive and active candidates, applying innovative recruiting techniques to attract top talent specifically suited to your job requirements, corporate culture, and goals. We ensure candidates are the best fit</p>

through a comprehensive prescreening and behavioral interview process, including job assessments and reference checks. By handling all aspects of the hiring process, from interview scheduling to offer management, we streamline employee acquisition, making it efficient and effective.

Engineering & Scientific Solutions

ManpowerGroup offers Engineering and Scientific workforce expertise, access to a deep and dedicated network of engineering talent, and comprehensive solutions that optimize your total cost. With fluctuating market demands, clients require exceptional workforce agility and quick access to the right talent and specialized solutions. ManpowerGroup provides the engineering talent you need on a contract, contract-to-hire, and direct hire basis – so, whether you're looking for an interim design engineer, a project team for a critical initiative, or your next VP of Engineering, we have the best solution to fit your needs.

Executive Search

ManpowerGroup Search works with organizations of all sizes and industries to identify and recruit senior-level executives for CEOs, CFOs, COOs, CIOs, and other C-level and senior management positions. It is a powerful new way to quickly secure the right talent with a highly experienced team of recruitment experts and the latest technology that scales up or down, depending on your current needs. With data-led insights as our launch pad, we deliver tailored executive search, talent mapping, succession planning, and leadership consulting. Our global network of recruiters uses these insights to secure the placements you need in today's tough marketplace, placements aligned to your business objectives and culture. Best of all, clients benefit from our firm's extensive search expertise (industry renown) and ManpowerGroup's unmatched portfolio of delivery capabilities and solutions. We offer various competitive pricing solutions to match your engagement and provide specialized search experts to find you the right candidate quickly.

Employer of Record (EOR) Services

As Employer of Record ManpowerGroup can be utilized as a payroll agent that assumes responsibility for certain employer-related obligations and liabilities on behalf of another organization. ManpowerGroup in this capacity does not select or screen the participants we simply handle tasks such as payroll processing, tax withholding and reporting, benefits administration, workers' compensation, and other HR-related functions for contingent workers or employees placed by the client organization. Essentially, the EOR becomes the legal employer of the workers, while the client organization maintains operational control and oversight. This arrangement allows companies to leverage the expertise of the EOR to manage compliance and administrative tasks associated with employment, while still retaining flexibility and control over their workforce.

IT Staffing

ManpowerGroup has provided IT staffing services for more than five decades and currently has over 12,000 consultants on assignment across North America. With scalable recruitment and project services, we build future-ready workforces and capabilities for our clients. For clients, this means increased access to highly skilled interim and permanent talent pipelines to implement new technologies and processes quickly and efficiently. We have the experience and expertise to scale teams of consultants to meet demand in business transformation, cyber security, enterprise application, digital workspace and cloud & infrastructure. So, whether you need thirty IT experts to help with a new technology implementation or a single specialist for eighteen months, we know talent and know how to find it. We thoroughly research each candidate's certifications, experience, and skills to align their specific talents and passions with your business goals.

Professional Resourcing

ManpowerGroup has provided talent for non-IT professional roles for several decades and currently has over 6,000 consultants on assignment across North America in skill categories that include finance/accounting, marketing, sales, etc. We

offer professional resourcing solutions that will deliver high quality professional staff, faster recruiting, and the ability to fill tough positions with niche skill requirements. Along with interim, contingent or permanent talent, we offer onsite team management for large-scale projects. For example, our finance and accounting niche brand is the high-value choice if you need technical expertise for a special financial project, an independent review of your accounting processes, or additional accounting support.

Skilled Technical Support

ManpowerGroup's skilled technical services combine manufacturing processes with high-end digital capabilities. These jobs often require advanced technical knowledge but not necessarily a post-secondary degree. We know these positions are vital to the future of manufacturing and people with these skills are in-demand, and in short supply. Unlike our competitors, Manpower has the resources to deliver all the skilled technical roles you need.

Recruitment Process Outsourcing (RPO)

RPO Model Options Overviews

We customize our RPO models to meet our client's specific needs. We can design the most cost-effective and lean teams for your full-time hiring needs. The range of services, volumes, scalability, geographies, and the team's location (on-site, near-site, virtual, off-site, or hybrid) affect the solution design. We will make finalized pricing quotes per participating entities specific scope of work and program model requirements.

On-Demand Recruitment

On-demand recruitment resources are available for short- or long-term engagements. Whether you need to fill gaps in your internal team, or don't have the head count for an internal hire on your recruitment team, or an extended leave, or change in recruitment demand. Easy to scale up or down resources available when needed.

End-to-End Recruitment Solution

Our flexible, end-to-end recruitment solution combines various resource types to support the delivery of your full-time hiring needs. We own the entire recruiting process from the requisition release to engagement up to 1st day start. We apply the appropriate sourcing and recruiting techniques in each market for each position properly the first time out of the gate. RPO typically will go to market under the client brand.

The end-to-end process is described below:

Applicant Management System—We work within your ATS as a part of your internal team to drive efficiency.

Requisition Release—Upon req release, we initiate the recruitment workflow steps. Hiring Manager intake calls are completed.

Posting Process—We follow your internal posting process and develop a strategy for external postings.

Candidate Sourcing—Recruiting strategies are customized to meet the job requirements. Incorporating a variety of recruitment tools and methodologies to provide a steady pool of qualified candidates, which may include proactive searches for passive candidates, internet job boards, industry associations, and database mining.

Candidate Two-Phase Screening Process—We conduct a visual resume screen based upon minimum position qualification requirements. We schedule a follow-up phone screen and behavioral-based interview questions for those who met basic

requirements, and attributes. Screening for relevant work experience and skill sets such as work history, knowledge, skill specifications, and education.

Presentation of Candidates to Client Stakeholders—Include resume, interview notes, and recruiter recommendations. The hiring authority reviews the candidate package and notifies us typically within 24–48 hours of the decision to interview or decline the candidate.

Assessment Tools (if required)— We can facilitate the candidate assessment process that you currently use or we can provide options via expertise within our larger ManpowerGroup organization or outside provider options.

Interview Scheduling—We will schedule interviews with your hiring authorize using your scheduling tools or we can provide other options if needed to provide efficiency gains.

Verbal Offer—Before the offer letter, we recommend extending a verbal offer that has been approved by the Client and preparing the candidate for resignation from their current position. We will remind the candidate that the offer is contingent upon completing a background check, drug check, and any additional steps required before they start. Our recruiting team will obtain the candidate's start date.

Background Check/Drug Test Coordination (with Client's Selected Vendor)—We can complete the coordination and verification of the process of behalf of the client in your vendor portal, and any required assessments.

Rejection Letter/Dispositioning of Candidates—We professionally disposition those candidates, not advancing to any subsequent phase of the process. Even rejected candidates must have a good candidate experience with the Client.

Offer Letter and Onboarding— (this can be managed by RPO or the Client team) After completing all required hiring criteria, we prepare a written offer that can include all instructions for a successful first day of work. We also verify the completion of new hire paperwork due before start.

Source and Screen (Scheduling)

We take ownership of the support of specific parts of the recruiting process, including sourcing, screening, and most times scheduling. A recruiting manager will lead the team, oversee performance, drive overall strategy, and ensure we meet KPIs.

Project RPO

Short-term full-time recruiting engagements with a defined start and end dates and a set number of requisitions. This need may arise from a client lacking internal recruiting resources and the bandwidth to handle the hiring or a fast ramp-up or growth initiative. Our teams can support your internal resources and work side by side or virtually to enable you to meet your hiring numbers and objectives. We can bring our tools, advertising, and sourcing contracts with us or use your existing contracts and work within their structure. Our project leader will manage the project team to make sure we meet all the project hiring goals.

Modular RPO

Select any step/s in the end-to-end recruitment process for us to manage or select resources to manage on your behalf.

Back-End Process Administration Solution - A standalone option is a back-end process administration solution. In this model, we assign recruiting coordinators, either on-site or virtual, to perform the following functions (small sample listed):

Use client-provided systems to schedule interviews and other related appointments (such as campus event days).

Initiate and confirm the completion of client-managed hiring processes and

		<p>procedures such as background checks and reference checks.</p> <p>As requested by the client, complete administrative tasks to verify that each candidate has completed all requested interviews and has completed the pre-employment screening process.</p> <p>HR Administrative Outsourcing – We can manage any part of the administrative process. Client looking for operational and cost efficiencies, we can scale and adjust resources quickly to accommodate evolving business needs. Some examples include:</p> <p>Remote HR advisors adeptly handling tier 1 inquiries, 24/7.</p> <p>Administrative assistant support for scheduling, expense management, travel arrangements and more.</p> <p>We fully manage a program (US & Canada) supporting seasonal work by scaling to a team of resources, in a limited period of time, who are focused on hiring tax professionals, flexing and scaling annually as appropriate.</p> <p>Intern/Campus recruiting support for technical roles</p>
66	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>ManpowerGroup brings to bear a wide range of services to solve the most complex workforce challenges. This includes, but is not limited to:</p> <ul style="list-style-type: none"> • Temporary and Flexible Staffing • Project Staffing • Onsite Management • Direct Placement/Permanent Hiring • IT Staffing • Technical & Professional Resourcing • Executive Search • Retained Search • Engineering Services • Workforce Programs • End-to-End Recruitment • Source & Screen • Project RPO • ProSearch • RPO • Recruitment Process Outsourcing • On-Demand Recruiter • Ignite Recruitment Marketing • Administrative Outsourcing • Talent Consulting • Project Solutions • Software Engineering • Technical Services • Language Solutions • Competency Modeling • Selection Assessment • Onboarding • Team Development • Organizational Engagement • Leader Coaching & Development • Career Development • HiPo Development • Succession Planning • Outplacement • Contingent Workforce Management (CWM) • Statement of Work (SOW) • Direct Sourcing • Payrolling • Profile Worker Tracking • Consulting Services

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Professional services, such as accounting and finance, executive search, procurement, clerical, administrative, and legal and compliance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pricing for these roles has been submitted.	*
68	Public sector and education health, such as nursing, occupational therapy, speech language pathology, social work, pharmaceuticals, dental, and support roles	<input type="radio"/> Yes <input checked="" type="radio"/> No	These roles are not supported by our organization.	*
69	Instructional and non-instructional education, such as teaching, interpreting, paraprofessionals, special and alternative education, custodial, food & nutrition, and education administration	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pricing for select roles listed has been provided	*
70	Skilled trade and general labor, such as construction, electricians, HVAC technicians, machinists, technicians, welders, mechanics, groundskeepers, painters, custodians, security guards and traffic management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pricing for these roles has been submitted.	*
71	Managed service program and vendor managed solutions, such as procurement, coordination, technology, and management of staffing services provided by various vendors	<input checked="" type="radio"/> Yes <input type="radio"/> No	The pricing for this solution cannot be provided without understanding the scope of work, what tools should be integrated, volume, and choice of platform. We are eager to offer a discount to Sourcewell members.	*
72	Recruitment process outsourcing, such as sourcing, screening, and hiring candidates	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pricing for these roles has been submitted.	
73	Employer of Record (EOR) services	<input checked="" type="radio"/> Yes <input type="radio"/> No	The pricing for this solution cannot be provided without understanding the scope of work, location for taxes, and support services defined. We are eager to offer a discount to Sourcewell members.	
74	Other related services or solutions that support the staffing process	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are eager to offer a discount to Sourcewell members.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the

zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - 7. Sourcewell Final Pricing.xlsx - Thursday June 13, 2024 14:16:07
- [Financial Strength and Stability](#) - Financial Strength - ManpowerGroup - 061324.pdf - Thursday June 13, 2024 00:46:40
- [Marketing Plan/Samples](#) - 5. Sample Marketing Materials - ManpowerGroup - 061324.pdf - Thursday June 13, 2024 14:16:19
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Requested Exceptions](#) - 1. Contract_Template_RFP_061324_Staffing_Services_Solutions - ManpowerGroup - 061324.docx - Thursday June 13, 2024 14:16:38
- [Standard Transaction Document Samples](#) - transaction document samples.zip - Thursday June 13, 2024 14:18:07
- [Upload Additional Document](#) - 6. Sourcewell RFP - ManpowerGroup Visual Companion.pdf - Thursday June 13, 2024 14:18:31

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Martie Telepo, Director Government Solutions, ManpowerGroup

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Staffing_Related_Services_Solutions_RFP_061324 Thu June 6 2024 02:31 PM	<input checked="" type="checkbox"/>	11
Addendum_11_Staffing_Related_Services_Solutions_RFP_061324 Tue June 4 2024 07:49 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Staffing_Related_Services_Solutions_RFP_061324 Thu May 30 2024 02:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Staffing_Related_Services_Solutions_RFP_061324 Wed May 29 2024 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_8_Staffing_Related_Services_Solutions_RFP_061324 Fri May 24 2024 02:56 PM	<input checked="" type="checkbox"/>	4
Addendum_7_Staffing_Related_Services_Solutions_RFP_061324 Mon May 20 2024 06:26 PM	<input checked="" type="checkbox"/>	10
Addendum_6_Staffing_Related_Services_Solutions_RFP_061324 Fri May 10 2024 03:25 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Staffing_Related_Services_Solutions_RFP_061324 Wed May 8 2024 04:17 PM	<input checked="" type="checkbox"/>	5
Addendum_4_Staffing_Related_Services_Solutions_RFP_061324 Tue May 7 2024 02:33 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Staffing_Related_Services_Solutions_RFP_061324 Thu May 2 2024 04:45 PM	<input checked="" type="checkbox"/>	4
Addendum_2_Staffing_Related_Services_Solutions_RFP_061324 Tue April 30 2024 04:26 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Staffing_Related_Services_Solutions_RFP_061324 Mon April 29 2024 03:31 PM	<input checked="" type="checkbox"/>	3



ADOPTION AGREEMENT TO
MASTER AGREEMENT #061324-MPG

This Adoption Agreement is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 U.S.A. (Sourcewell) and **ManpowerGroup, Inc.**, 100 Manpower Place, Milwaukee, WI 53212 U.S.A. (Manpower) and **Manpower Services Canada Limited, an affiliate of ManpowerGroup US Inc.** with its principal office located at 105-600 Cochrane Drive, Markham, ON L3R 5 K3 (Manpower Canada).

Sourcewell and Manpower are parties to the Master Agreement bearing number 061324-MPG effective December 18, 2024 (“Master Agreement”), pursuant to which Manpower provides equipment, products, or services to Sourcewell Participating Entities in the United States. Manpower Canada wishes to adopt the Agreement for sales in Canada and Sourcewell agrees to such adoption in Canada.

Sourcewell and Manpower Canada incorporate by reference the terms and conditions of the Master Agreement, any amendment to the Master Agreement dated as of the effective date of the Adoption Agreement, enter into this Adoption Agreement, and modify the terms and conditions of the Master Agreement only as provided herein. For purposes of this Adoption Agreement, Canon Canada will be considered “Supplier” under the Master Agreement.

1. **TERM OF ADOPTION AGREEMENT**

The Adoption Agreement is effective upon the date of the final signature below. The Term of the Adoption Agreement will be the same as the term of the Master Agreement, which is incorporated into this Adoption Agreement by reference. If the Master Agreement terminates for any reason or expires, the Adoption Agreement will terminate or expire at the same time. If the Master Agreement is extended, the Adoption Agreement shall too be extended.

2. **ADOPTION OF MASTER AGREEMENT**

2.1 **Ratification.** Except as set forth in this Adoption Agreement, the Master Agreement is hereby ratified and confirmed and except as modified by this Adoption Agreement, all terms and conditions are hereby incorporated by reference and shall remain in full force and effect with the same force and effect as if the full text were presented in its entirety.

2.2 **Conflict.** In the event of any conflict between the terms of the Master Agreement, any previous or future amendment(s) and this Adoption Agreement, this Adoption Agreement shall control.

3. **PROVISIONS OF THE ADOPTION AGREEMENT**

The following changes to the Master Agreement are applicable to all equipment, products, or services in Canada:

3.1 Article 1, Section 16 – **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to C.F.R. § 200)** is hereby deleted in its entirety.

3.2 Article II, Section 22 – **Insurance Coverage**, is hereby deleted in its entirety and replaced with the following:

22) Insurance Coverage. At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in Canada having an “AM BEST” rating of A- or better or equivalent rating from equivalent bureau, with coverage and limits of insurance not less than the following:

- a) **Worker’s Compensation.** As required by any applicable law or regulation.
- b) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury, Employer’s Liability and non-owned and hired auto coverage. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- c) **Umbrella Insurance.** During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

- \$2,000,000

- d) **Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability** (to include coverage for 3rd Party Cyber/Network Liability exposures). During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may

become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

- \$2,000,000 per claim or event
- \$2,000,000 – annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

- e) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- f) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell with respect to additional insured status, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The CGL policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- g) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its CGL insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- h) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

Except as modified herein, the Master Agreement remains in full force and effect, and the parties hereby ratify the Master Agreement as amended herein and agree to be bound by its terms with

respect to the equipment, products, or services in Canada as contemplated by this Adoption Agreement.

Sourcewell

Signed by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz

Title: Chief Procurement Officer

Date: 3/6/2025 | 10:03 AM CST

ManpowerGroup, Inc.

Signed by:
Ger Doyle
By: F37CBF2879DB42A...
Ger Doyle

Title: SVP

Date: 3/6/2025 | 9:15 AM CST

Ma Signed by: **Canada Limited**
Trevor Hawkins
By: F34522F960DD45D...
Trevor Hawkins

Title: Country Manager - Canada

Date: 3/5/2025 | 7:10 AM CST