

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
MANPOWER, INC. OF SOUTHEASTERN MICHIGAN AND THE CITY OF ANN ARBOR
FOR TEMPORARY STAFFING SERVICES FOR PUBLIC WORKS.**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Manpower, Inc. of Southeastern Michigan ("Contractor"), a(n) Michigan Corporation, with its address at 173 Parkland Plaza, Suite D, Ann Arbor, MI 48103. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area, Public Works Unit.

Contract Administrator means Molly Maciejewski, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means Temporary Staffing Services for Public Works RFP # 21-09.

II. DURATION

- A. Contractor shall commence performance on July 1, 2021 ("Commencement Date") and shall continue until June 30, 2024 unless terminated as provided for in Article XI.
- B. This Agreement shall also include an option to extend the Agreement for two (2) additional one (1) year periods, subject to agreement by the City and the Contractor. Should the City wish to renew this contract, it shall provide notice to the Contractor no later than sixty days prior to the expiration of the current contract term. If renewal is acceptable, the Contractor agrees to provide acknowledgement of same no later than fourteen days after receipt of notice by the City. An extension of the Agreement will be at the same terms and conditions in the original agreement. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide staffing services for temporary positions in the Public Works Unit ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor

written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Manpower, Inc. of Southeastern Michigan
173 Parkland Plaza. Suite D
Ann Arbor, MI 48103

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Craig Hupy
Public Services Area Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's

representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Craig Hupy
Public Services Area Administrator

Tom Crawford, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

Section C – Proposed Work Plan

Manpower has the knowledge and experience to recruit, source, and assess a variety of candidates for our customer base requiring any number of specialized skills. We are able to provide temporary personnel on all shifts and all days as well as those with the minimum experience and licensing requirements.

Our comprehensive intake process – coupled with a thorough understanding of your work environment – helps us select motivated people with the skills and abilities along with the commitment, aptitude, and personality to succeed on assignment. We also work to understand and anticipate your changing needs and prepare our associates for these situations.

We identify talented, dependable, and productive associates and work with you to customize a staffing solution according to your defined workforce objectives. Our system of sourcing, screening, and onboarding candidates ensures that we will send you a temporary employee who can perform up to the standards you expect. We take every step necessary to provide temporary employees who meet your requirements and your performance standards. If you are dissatisfied with the performance of any temporary associate, we will replace the associate with one who meets your expectations. If Manpower is notified within the first day of assignment, you will not be charged for the unsatisfactory associate – guaranteed!

Because Manpower is currently providing temporary services to the City of Ann Arbor, we can seamlessly continue providing services to you under a new contract agreement, adapting our services and offerings as requested and required. We accept the terms of the contract services timeline outlined in the RFP for up to three (3) years with the possible extension for two (2) additional one (1)-year periods, for a maximum term of five (5) years in total.

The below further describes our recruitment, screening, and onboarding process as well as retention and benefits.

Sourcing and Recruiting Candidates

Manpower implements a robust channel approach to recruiting top talent, incorporating all levels of recruitment simultaneously. We use online job boards and internet sites to expand our candidate pool and maximize the power of the web through today's most popular job boards not only through the posting of specific openings but also for hosting hiring events and job fairs. In addition, our front office application and employee management software program (Direct Office) allows us to quickly post openings/events on multiple job boards. We have a very active social media presence and use popular sites like Facebook, LinkedIn, Instagram, and Twitter to increase our candidate pools.

Manpower also networks with many local organizations including chambers, workforce development agencies, and educational institutions. These relationships provide additional recruiting paths, allowing

us the opportunity to share jobs through their websites, job board platforms, and social media outlets as well as partnering with them in job fairs and hiring events.

We also target passive job seekers. Our experienced recruiters seek out talented candidates by targeting high-achievers and performers who may not be actively pursuing other opportunities. This recruiting strategy allows us to build profiles of accomplished individuals who know how to succeed.

Screening and Onboarding Candidates

Once viable candidates have been identified, they are thoroughly screened and onboarded. Nearly all of this process is conveniently completed electronically and/or remotely.

It starts with a screening interview and relevant skill set review to verify a candidate's experience and capabilities. We also administer any required assessments to validate a candidate's skills and knowledge. Our most prevalent assessments include Microsoft Office Suite as well as data entry and typing, although our catalog greatly expands beyond that. In addition to that, we verify any necessary certification/licensing credentials including motor vehicle reports/driving records for applicable positions.

Candidates then complete our online onboarding process, comprised of all standard pre-employment paperwork including an I-9 as well as any customized assignment-specific forms and orientation materials.

In the final screening and onboarding steps, we complete a drug screen and criminal background review, including an out-of-state review if necessary. We also complete an OIG (Office of the Inspector General) exclusions list review, an OTIS (State of Michigan Offender Tracking Information System) review; and an MIPSOR/PSOR (State of Michigan and Federal Public Sex Offender Registry) review. Candidates are required to present proper documentation for their Form I-9 and we complete an E-Verify check, verifying their social security number and eligibility to work in the U.S.

Performance Management

During our onboarding and orientation process, we review a variety of work-related topics to help our associates succeed in their assignment. This includes items such as the importance of being prompt and regular in attendance, upholding policies and procedures, and following safety rules and regulations to maintain a safe work environment.

We check in regularly with our clients to see how both our associates and we, as your service provider, are doing. We gather information on performance, talk through any issues or concerns, and share applicable information as needed. We also touch base periodically with our associates to see how their assignment is going, share any performance feedback provided by their worksite supervisor, and coach/counsel them as required.

We encourage our clients and our associates to reach out to us at any time, and without hesitation, if there are questions or concerns or if we can help in any way.

Associate Benefits and Retention

Manpower's retention efforts begin with our commitment to the success of our associates. This includes targeted recruiting, matching associates to the right opportunity, ensuring a safe work environment, and offering benefits designed to promote retention. Our success is based on our ability to ensure that the candidates we provide to our customers remain in their assigned role and committed to the customer's business strategies. We have established a wide variety of initiatives to ensure job satisfaction, reward positive performance, encourage retention, reduce turnover, and enhance associate goodwill. Our retention program – which consists of benefits, career management and skills development, recognition programs, and professional treatment – is highlighted below:

- **Insurance Coverage.** Upon acceptance of full-time employment, Manpower associates are eligible to enroll in the Non Contributory Basic Group Life and AD&D, Group Affordable Care Act Qualified Medical, and newly enhanced Group Voluntary Life, Short Term Disability, Dental, Vision, Accident, and Critical Illness Insurance plans. Associates must work an average of 30 hours per week to be considered full-time. Coverage becomes effective the first day of the month following the completion of 60 days on assignment.
- **Hospitalization and Survivor Assistance.** In addition to full coverage under our Workers' Compensation for work-related accidents, we provide a maximum \$2,500 benefit at no cost to qualified associates who have non-work-related accidents requiring hospitalization or resulting in the death of the associate.
- **Employee Assistance Program.** A confidential EAP is available to all of our associates to help promote well-being. This program offers support and guidance with a variety of family and personal issues.
- **Holiday Pay.** Manpower associates are eligible to be paid for up to eight (8) holidays per year. To qualify for each holiday, associates must have worked 1,800 hours during the 12 months preceding the holiday and work the business day before and after the observed holiday.
- **Tuition and Certification Reimbursement.** Manpower offers a tuition and certification reimbursement program to its associates for classes that improve work-related skills. It includes but is not limited to community/adult education; business school, community college and university courses; and professional certifications.
- **Fully-Funded GED Program.** Manpower offers eligible associates the opportunity to earn their GED through a fully-funded program supported by Pearson, the world's learning company.
- **Training and Development Opportunities.** We offer many different training programs to associates, without cost or obligation. As part of ManpowerGroup's total rewards package, our training center offers unlimited access to an extensive range of free online courses – an e-learning capability unmatched in our industry. By leveraging technology, we provide associates

with the latest internet training courses so their marketable skills are most flexible for today's ever-changing workplace.

- **Referral Bonus Program.** To maintain our pool of skilled associates, we offer a bonus for referring someone who becomes a successful associate. This bonus encourages associates to recommend qualified colleagues and, in turn, affords us a greater number of associates to draw from when filling positions. Incidentally, referrals have proven to be our most successful recruiting method.
- **Personalized Online Associate Portal.** Manpower's online associate portal allows 24/7/365 access and the ability to update job history, personal information, tax forms, and payroll options; review paycheck stubs; and register for online training. Because of ManpowerGroup's global network, we can share associate information with Manpower offices across the state or country should a candidate relocate.
- **Weekly Pay and Electronic Deposit.** Manpower associates are paid weekly, every Friday. As an added convenience and security measure, both direct deposit and ADP Paycard options are available to Manpower associates.

24/7/365 Personal and Professional Service

While our office currently remains open for in-person business by appointment only due to COVID-19 precautionary measures, Manpower is staffed and operates around-the-clock, 24 hours a day, 7 days a week, 365 days a year. Both our associates and your hiring managers have swift and easy access to our staff to respond to any employment-related issues that may arise, at any time.

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)



Manpower

PLEASE DELIVER TO:

City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, Michigan 48107

**Manpower Response to
City of Ann Arbor
RFP # 21-09
Temporary Staffing Services for Public Works**

SECTION D – FEE PROPOSAL

March 16, 2021



Manpower[®]

Manpower, Inc. of Southeastern Michigan
173 Parkland Plaza | Suite D
Ann Arbor, MI 48103
734-665-3757
www.manpowermi.com

Section D – Fee Proposal

Fee Proposal

We understand the requirement to offer value and economy in pricing while ensuring that the proposed rate structure can support quality and expertise in service delivery. Due to the talent shortage and current labor market conditions, low pay rates challenge our ability to provide qualified candidates and lead to decreased retention as well as increased turnover. The combination of increased demand for temporary associates, higher workforce turnover, and non-competitive pay rates contribute to the current marketplace challenge of finding productive employees at a reasonable cost for entry-level positions. “Experts estimate it can cost as much as twice an employee’s salary to recruit, hire and train a new worker.” (Source: The New York Times)

Our cost proposal is built on fair and marketable temporary associate pay ranges and is carefully adapted and structured in order to positively impact our ability to recruit and retain productive employees, resulting in significant cost savings in performance, attendance, training, and turnover rates. The increases you see reflected in our bill rates are directly impacted by current labor market trends.

We are pleased to offer the City of Ann Arbor the following pricing for the positions requested in this RFP. Furthermore, we would be happy to work with you on additional positions outside the scope of this current project should your needs change.

| Position Title | Hourly Bill Rate Range |
|--------------------------------------|--------------------------|
| Temporary Public Works Technician-IS | \$27.17 – 28.12 per hour |
| Laborer - Infrastructure | \$23.60 – 24.42 per hour |
| Laborer – Solid Waste | \$23.60 – 24.42 per hour |
| General Office Clerk – Public Works | \$21.45 – 22.20 per hour |

For the positions reference above and any additional positions outside of those listed in RFP # 21-09, the hourly bill rate will not exceed a mark-up of 48% over the hourly pay rate.

Rate Information

Our bill rate includes a criminal background check and drug screen; any additional pre-employment screening or onboarding requirements can be arranged upon request. Our bill rate also includes social security, federal, state, and local withholding tax, unemployment compensation, workers' compensation, insurance and bonding for our associates, and all business and payroll-related costs, including ACA compliance and preparation of year-end W-2 forms.

Manpower reserves the right to modify the rates set forth in proportion to any legislatively mandated or imposed changes by an agency of a county's government. The modification commences upon the effective date of such new or increased cost. Changes include any new or increased cost associated with the passage of a law or regulation mandating any wage increase or benefits for associates.

It is the corporate policy of Manpower, Inc. of Southeastern Michigan not to charge fees for associates who are subsequently placed on our customer's permanent payroll. We ask only that our light industrial and clerical associates remain on our payroll for 90 calendar days (or a minimum of 420 hours). However, we know and understand there are circumstances when our customers want or need to hire our associates prior to 420 hours, in which case we have the following conversion fee structure:

- Hired within 140 hours: 20% of annual salary
- Hired within 141-280 hours: 15% of annual salary
- Hired within 281-420 hours: 10% of annual salary
- Hired after 420 hours: No conversion fee

Our associates are paid weekly. Manpower makes all legally required deductions from our associates' payroll. Wages are paid upon submission of an authorized report of hours worked by our associates (either via a paper timeslip or through an electronic timekeeping system). You will be invoiced weekly upon submission of authorized time for the total hours actually worked by our associate. Invoices can be issued by email or mail. Payment will be due within 30 days upon receipt of invoice. Please notify us immediately if there are special requirements for billing or if you wish to confirm billing instructions or contact information.

Keeping our customer accounts current is the foundation for extending (and managing) the lowest bill rate possible to you, our Client. We reserve the right to charge interest on invoices not paid within 30 days of the invoice date at the rate of 1.5% per month. In the event of a breach by Client of its obligation to make timely payments hereunder, Client shall also be liable to Manpower for its costs, including actual attorney's fees, incurred by Manpower in enforcing its rights under this Agreement, and Manpower reserves the right to discontinue services to the Client. If we engage legal counsel in connection with balances that remain unpaid for more than 30 days after the invoice date, you will be required to reimburse us for the actual attorney's fees we incur.

Unless otherwise arranged prior to the arrival of the assigned associate, Manpower guarantees to pay a minimum of four (4) hours to our associates. We also guarantee the work performance of our associates. Manpower's guarantee states that if you are not completely satisfied with our associate,

please notify us immediately and we will find a replacement. If you notify us within the first day, you will not be billed.

Fee Proposal Justification

Rates proposed have been determined based on the following factors:

- current, running assignments with the City of Ann Arbor Public Works
- nature of the work, required qualifications, and physical requirements per the job descriptions
- local labor market data
- reporting and servicing requirements
- assignment of executive/professional personnel in addition to the key service staff listed below
- social security, federal, state, and local withholding tax
- unemployment compensation
- workers' compensation
- insurance and bonding of our associates
- business and payroll-related costs, including ACA compliance and preparation of year-end W-2s

Key Staff

For the positions included in RFP # 21-09, these openings would be staffed and serviced by our specialized team of recruiters who focus on industrial/skilled trade and administrative/clerical positions. The team is comprised of and managed by the following staff:

- Bryan Elias, Staffing Specialist
- Bryan Smith, Senior Staffing Specialist
- Meghan Johnson, Senior Staffing Specialist
- Melanie Quick, Staffing Specialist
- Jordan VanZandt, Service Solutions Manager
- Kelly Baily, Staffing Vice President / CSO

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

| | |
|-------------|---|
| \$1,000,000 | Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined |
| \$2,000,000 | Per Project General Aggregate |
| \$1,000,000 | Personal and Advertising Injury |

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.