

State of Wisconsin Department of Employee Trust Funds 4822 Madison Yards Way Madison, WI 53705-9100

P. O. Box 7931 Madison, WI 53707-7931

## Contract

Commodity or Service:

**Contract No./Request for Proposal No:** 

Staffing Services for Professional Non-Employee Positions

ETI0003 – Amendment #4

Contract Period: November 4, 2020 through November 1, 2025.

- 1. This Contract is entered into by the State of Wisconsin Department of Employee Trust Funds (Department), and ManpowerGroup US Inc. on behalf of itself and its affiliates and subsidiaries including Experis US LLC. for itself and its Jefferson Wells division (Contractor). Contractor's address and principal officer appear below. The Department is the sole point of contact for this Contract.
- 2. The Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of this Contract by reference.
- 3. For purposes of administering this Contract, the order of precedence is:
  - (a) This Contract Amendment #4;
  - (b) The Contract between Contractor and the Department signed November 4, 2020;
  - (c) New: 2024 Updated Appendix 5 Contractor and Consultant Policy.

Note: ETF "work rules" referenced in the above include this <u>Guidance on Generative Artificial Intelligence</u> (<u>GenAl</u>);

- (d) Updated Appendix 9 Department Terms and Conditions dated 07-01-2020;
- (e) New: Updated Appendix 11 Contracted Personnel Confidentiality Agreement

Note: Now includes the obligation to follow ETF's Guidance on Generative Artificial Intelligence (GenAI);

- (f) Request for Proposal (RFP) ETI0003 dated April 17, 2020, including all appendices, and Q & A dated April 29, 2020;
- (g) Contractor's Proposal dated May 8, 2020; and,
- (h) ETI0003 Rate Card.
- 4. RFP pg. 26, 9.2 Payment Terms, 9th Bullet, is hereby amended to read:

Invoices must reference the PO. Vendors must e-mail each worker's combined timesheet and invoice bi-weekly to <u>ETFSMBAccountsPayable@etf.wi.gov</u>.

- 5. ETF will have a standardized feedback loop to measure staffing company quality by confidentially surveying the people that a staffing company places at ETF ("Workers"). Staffing company agrees that:
  - (a) ETF will conduct the survey.
  - (b) ETF will determine the survey tool.
  - (c) ETF may choose to but need not share results with the staffing company.
  - (d) To maintain the survey's integrity, the names of Workers who participated will be held confidential from the staffing company. Staffing company will not penalize or retaliate against any Worker for responding to ETF's survey.
  - (e) ETF will conduct the survey at least annually, or more often, at ETF's discretion.
- 6. Staffing company agrees to participate in ETF's affirmative action efforts, as applicable to its business of providing contingent labor. ETF is seeking diverse candidate pools and ability to provide them will figure into the Contractor's quarterly scorecard review and other reviews of the Contractor's ability to perform, as maintaining a diverse staff is essential to ETF's mission.

- 7. ETF reserves the right to use Other Positions as Needed rates anytime, including where a recruitment did not result in a placement and needs to be re-solicited. ETF reserves the right to allow staffing companies to partner with other professional recruiting firms for such efforts and re-coup the cost within the Other Positions as Needed hourly rate. ETF encourages the participation of certified MBE's and disabled veteran owned businesses in such recruiting efforts.
- 8. ETF will not make material changes in any Contractor staff's job duties without Contractor's prior written approval.
- 9. Use of Training Rates: ETF may use a training rate if they feel the candidate may need time to become familiar with agency operations. In this situation, the agency will indicate in the Position Request that a training rate may be used initially (for 3-6 months as an example) and then the Worker would be increased up to the rate bid after that period passes. ETF may increase Worker to the bid rate after the period of time stated in the Position Request.

## <u>Contract Number & Service</u>: ETI0003 – Amendment #4 Staffing Services for Professional Non-Employee Positions

Amendment #4 shall become effective upon the date of the last signature below.

State of Wisconsin Department of Employee Trust Funds	ManpowerGroup US Inc.
Address:	Address:
4822 Madison Yards Way, 8 <sup>th</sup> Floor P.O. Box 7931 Madison, WI 53707-7931	100 Manpower Place Milwaukee, WI 53212
By (print the name of person authorized to legally	Taxpayer ID Number (for payment purposes): By (print the name of person authorized to legally
sign this document and bind the agency):	sign this document and bind the entity):
Pamela S. Henning	Wayne Crowley
Title (print title of person named above):	Title (print title of person named above):
Assistant Deputy Secretary	Senior Vice President
Signature:	Signature:
Pamela S Henning	Wayne Crowley
Date:	Date:
11/1/2024	11/1/2024