



Manpower®

MASTER SERVICES AGREEMENT

ManpowerGroup US Inc., a Wisconsin corporation with its principal office located at 100 Manpower Place, Milwaukee, Wisconsin 53212 ("Manpower"), and Racine County with its principal office located at 730 Wisconsin Avenue, Racine, WI 53403 "Client", in consideration of the mutual covenants contained herein, agree to the terms and conditions set forth in this Master Services Agreement.

1. STRUCTURE OF THE AGREEMENT. The Agreement consists of the provisions set forth in (i) the "Master Services Agreement" ("MSA") and (ii) any statement of work or assignment order executed pursuant to and in accordance with the terms of this Agreement, including the exhibits, appendices and schedules referenced therein or attached thereto ("SOW" or "Assignment Order"), collectively referred to as the Agreement ("Agreement"). Each SOW will include a description of the services to be provided by Manpower on behalf of Client ("Services") and any Client obligations in connection with the Services. In the event of a conflict between the terms and conditions of a SOW and this MSA, the MSA will control, except (i) payment and invoicing terms in the SOW will control, (ii) when a provision of a SOW expressly provides that it is intended to amend and supersede a specific provision of the MSA.

2. PAYMENT. Client agrees to pay Manpower for its services and any other costs or fees at the rate(s) set forth in each SOW. Payment will be due within thirty (30) days of Client's receipt of invoice, except as otherwise provided in a SOW. Any late invoicing by Manpower will not affect Client's obligation to pay for services rendered.

3. TERM AND TERMINATION. The Agreement is effective as of December 1, 2018 ("Effective Date"). The Agreement will begin on the Effective Date and will continue in force until it is terminated pursuant to this Section ("Term"). Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. In addition, either Party will have the option to terminate this Agreement or any applicable SOW immediately upon notice to the other Party, if the other Party breaches any of its material duties or obligations under this Agreement and does not cure such breach within thirty (30) days after notice thereof, or if the other Party declares or becomes bankrupt, dissolves or is subject to a material deterioration in creditworthiness or fails to make any payments within the time periods specified in this Agreement. Upon termination of this Agreement, Manpower will promptly provide an invoice to Client for all fees incurred by Client under this Agreement and Client will pay the amounts set forth on the invoice within thirty (30) days of receipt.

4. CONFIDENTIAL INFORMATION. Both Parties acknowledge that they may receive information that is proprietary or confidential to the other Party or its affiliated companies and their clients. During the term of this Agreement and for three (3) years thereafter, both Parties agree to take reasonable measures to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing hereunder or as required by law. Upon written request by the disclosing Party, the receiving Party will return (or, if requested, destroy) the confidential information of the disclosing Party in the possession of the receiving Party at the time of termination or expiration.

5. INTELLECTUAL PROPERTY RIGHTS. Any discoveries, inventions, concepts or ideas, and modifications thereof, made or conceived pursuant to an Assignment Order, is a "work made for hire" and Client retains all right, title and interest in and to any and all such "work made for hire." Manpower retains all right, title and interest in and to any and all business processes, methodologies, analysis frameworks, systems, patents, trademarks, service marks, business names, copyright, trade secrets, inventions, discoveries, concepts, ideas, works of authorship, software, computer programs, modules, data, documentation, manuals, guidelines, database rights, designs, drawings, test results, tools, confidential

information and skills, and all modifications thereof, owned, developed by or licensed to Manpower, prior to or independently from this Agreement ("Manpower Background Materials"). Client retains all right, title and interest in and to any and all business processes, methodologies, analysis frameworks, systems, patents, trademarks, service marks, business names, copyright, trade secrets, inventions, discoveries, concepts, ideas, works of authorship, software, computer programs, modules, data, documentation, manuals, guidelines, database rights, designs, drawings, test results, tools and confidential information, and all modifications thereof, owned, developed by or licensed to Client ("Client Materials"). Except for Manpower Background Materials, Manpower hereby assigns all of its rights, title, and interest in and to the Deliverables identified in a SOW to Client and Client retains all right, title and interest in such Deliverables.

6. INSURANCE. Manpower will maintain in force during the term of this Agreement insurance coverage as follows: (i) Workers' Compensation Insurance with statutory limits; (ii) Employers Liability Insurance with limits of at least \$500,000 for each accident or disease; (iii) Commercial General Liability and Property Damage Insurance, including coverage for products and completed operations, with limits of at least \$2,000,000 for each occurrence; (iv) Excess Automobile Liability Insurance, with limits of at least \$1,000,000 for each occurrence and which will apply only to Manpower employees who operate their own vehicles.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY. Except as provided herein, Manpower agrees to defend, indemnify and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives and employees harmless of and from any and all claims, losses and liabilities to the extent caused by Manpower' breach of this Agreement or by Manpower' negligence, gross negligence, recklessness or willful misconduct. Except as provided herein, Client agrees to defend indemnify and hold Manpower and its parent, subsidiaries, directors, officers, agents, representatives and employees harmless of and from any and all claims, losses and liabilities to the extent caused by Client's breach of this Agreement or by Client's negligence, gross negligence, recklessness or willful misconduct. The Parties agree that this Section 7 is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other. The Parties each agree to promptly inform the other after its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand or notice.

NEITHER PARTY SHALL BE LIABLE FOR OR REQUIRED TO INDEMNIFY ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THE AGREEMENT OR IN CONNECTION WITH THE AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN STRICT LIABILITY OR OTHERWISE). NEITHER PARTY'S LIABILITY FOR DAMAGES OR INDEMNITY UNDER THE AGREEMENT REGARDLESS OF THE FORM OF ACTION WILL EXCEED PER CLAIM AND IN THE AGGREGATE THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT UNDER THE RELEVANT STATEMENT OF WORK DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FORGOING LIMITATION OF LIABILITY WILL NOT EXTEND TO ANY PAYMENTS FOR SERVICES OWED BY CLIENT.

8. MISCELLANEOUS. This Agreement and the exhibits attached hereto contain the entire understanding between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations and understandings relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both Parties. Neither Party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other Party's prior written consent, except that either party may assign or transfer the Agreement or delegate any rights or obligations thereunder without consent in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership. Neither Party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, pandemic, acts of God or any other causes beyond the control of the non-performing Party.

Except as expressly provided herein, those provisions of the Agreement, which by their terms extend beyond the termination of the Agreement, will remain in full force and effect and survive such termination, including without limitation, Sections 3, 4, 5, 6 and 7. Both Parties shall comply with all laws consistent with their obligations hereunder and applicable to their businesses generally, including but not limited to all applicable laws regarding non-discrimination in employment, fair labor standards and data privacy. Manpower may provide Services through affiliates and subcontractors. All notices to a Party required under this Agreement must be in writing to the receiving Party's address included in the preamble above. This Agreement will be governed in all respects by the laws of the State of Wisconsin, without regard to its conflicts of law principles. The Parties consent to the jurisdiction of any state or federal court in Wisconsin for the resolution of any disputes in connection with this Agreement. The Parties represent and warrant that they have full corporate power and authority to execute this Agreement and to perform their obligations hereunder, and that the person whose signature appears below is fully authorized to enter into this Agreement on behalf of the Party he or she represents. There are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in the Agreement.

IN WITNESS WHEREOF, the Agreement has been duly executed by authorized signatories of Manpower and Client on the dates set forth below.

CLIENT: Racine County

MANPOWERGROUP US INC.

Signature

Signature

Hope Otto
Printed Name

Chris Layden
Printed Name

Director, Racine County Human Services
Title

Vice President, Manpower Enterprise
Title

Date

12/10/2018
Date

Date 1-4-19
Certified to be correct as to form

By [Signature]
Racine County Corporation Counsel

[Signature]
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

[Signature]
Wendy M. Christensen
Racine County Clerk 1/4/19

REVIEWED BY FINANCE DIRECTOR

[Signature] 1-4-19
Sign Date



December 10, 2018

PRIVATE AND CONFIDENTIAL

Hope Otto

Director, Racine County Human Services

1717 Taylor Avenue

Racine County, WI 53403

Cc: Jonathan Delagrave, Racine County Executive

Dear Otto –

This Statement of Work dated December 10, 2018 between ManpowerGroup US Inc. (ManpowerGroup) and Racine County details the scope, deliverables, pricing, and assumptions related to Workforce Solutions Services (Services) described herein.

Scope and Deliverables

ManpowerGroup will provide the Services described in Attachment 1 – Workforce Strategy Proposal. The lead consultant on this project will be Lory Antonucci, Senior Consultant – Right Management, a ManpowerGroup company.

Pricing

ManpowerGroup will invoice Racine County as follows:

- \$125,000 for Workforce Strategy:
 - 25% at project initiation
 - 50% at project mid-point
 - 25% at project completion

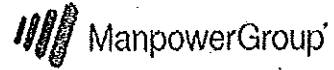
Travel costs are in addition to the amount above and will be billed at a pass-through cost, not to exceed \$10,000.

Assumptions

- Modified full-service co-development model assumed.
 - ManpowerGroup provides overall project direction and county resource will take lead on customizing to county specifics when needed (County resources would be counted on for custom adjustments to methods, tools and approaches as needed).



- ManpowerGroup will provide directions or expected outcomes for select county context tasks (audit, inventory) and County will determine and complete the work to gather needed information from key resources and stakeholders.
- Weekly status sessions and/or work sessions with primary county co-development resource will be routinely scheduled and completed.
- Once audit and inventory information is available, significant work efforts will be completed relatively independently by ManpowerGroup resources with key progress and review sessions scheduled for wider audiences. This includes:
 - Up to 3 Project Progress Sessions with county resources/sponsors;
 - Up to 3 Interim Roadmap Review Sessions with broader stakeholders for interim Roadmap review.
- Additional plans and resources for implementing and managing the use of the Roadmap (i.e. managing the scorecard, providing guidance to the stakeholders for delivery via a playbook) are outside the scope of this approach.
- Calendar time may range from 14 - 18 weeks for this effort.
- The project cost of \$125,000 is not inclusive of travel. We propose a not to exceed travel budget of \$10,000. Travel will be at pass-through cost (no markup) and receipts will be provided.



Signatures

This Statement of Work along with our Master Services Agreement (including future addendums) incorporates all of the terms and conditions and will form the partnership agreement. The undersigned have read, understand, and agree to the terms and conditions.

By and on behalf of:

ManpowerGroup US Inc.

DocuSigned by:
Chris Layden
6173253587C3434

Name: Chris Layden

Title: Vice President, Manpower Enterprise
Date: December 10, 2018

By and on behalf of:

Racine County

Date 1-4-19
Certified to be correct as to form

Name: Hope Otto

Title: Director, Racine County Human Services
Date: December 10, 2018

By *[Signature]*
Racine County Corporation Counsel

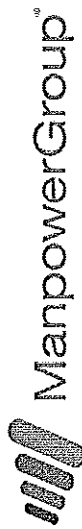
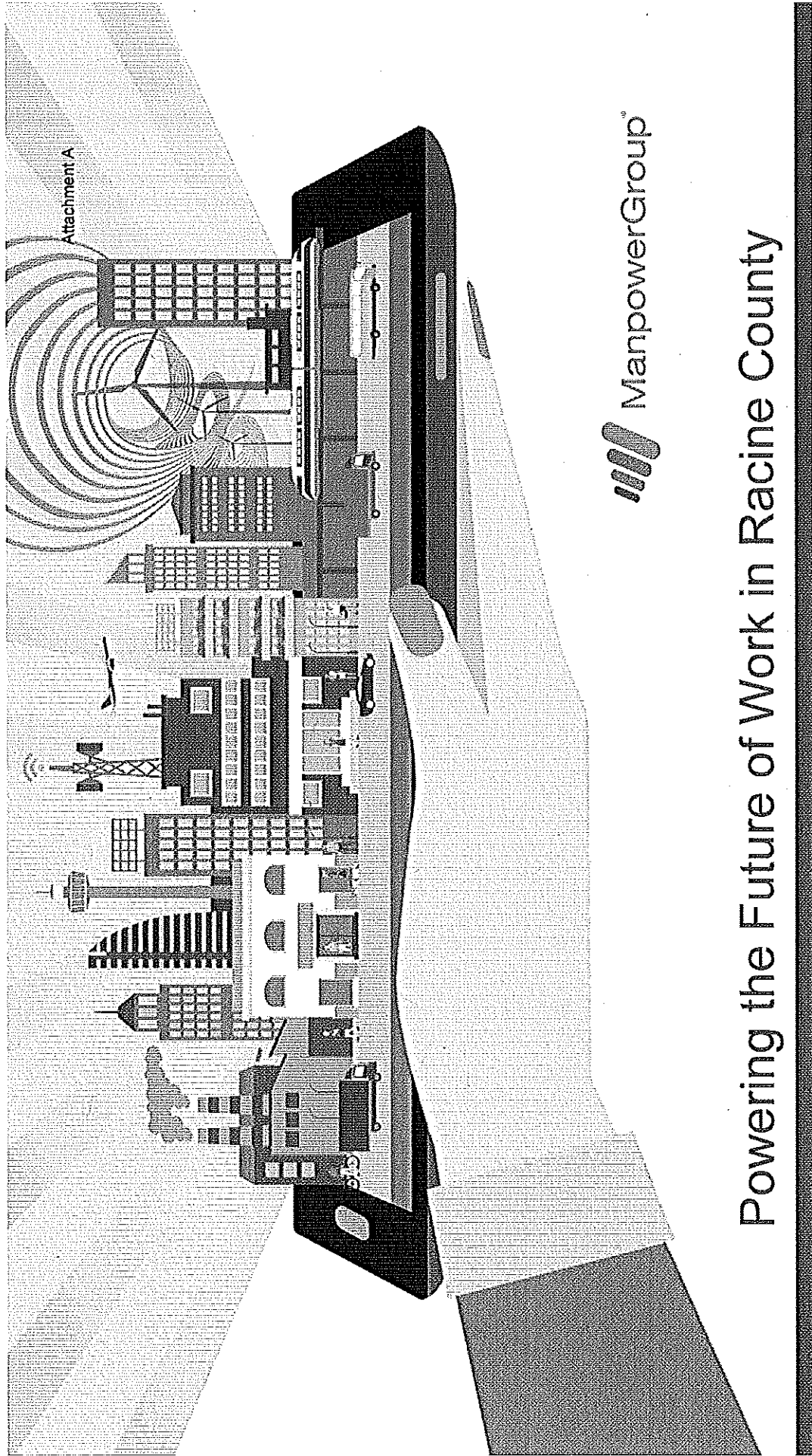
Wendy M. Christensen
Wendy M. Christensen
Racine County Clerk
1/4/19

[Signature]
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

REVIEWED BY FINANCE DIRECTOR

[Signature] 1-4-19
Sign Date

NO. 1 REGION

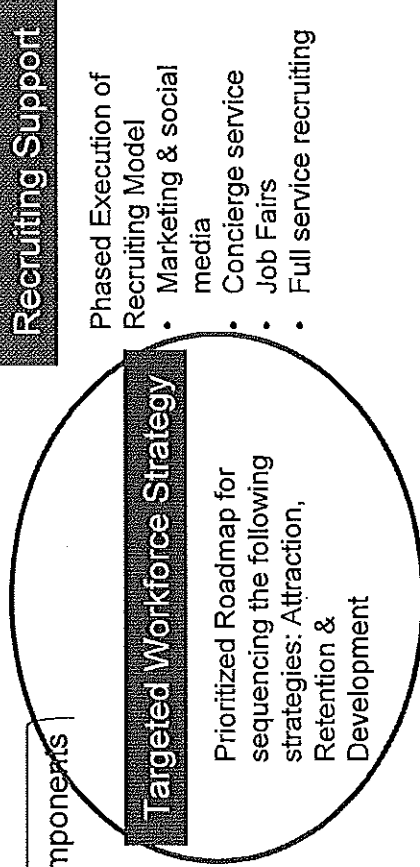


Powering the Future of Work in Racine County



ManpowerGroup Proposals: Go-Forward Support for Racine County

Racine County Workforce System Strategy Components



Targeted Workforce Strategy

Prioritized Roadmap for sequencing the following strategies: Attraction, Retention & Development

Recruiting Support

- Phased Execution of Recruiting Model
- Marketing & social media
 - Concierge service
 - Job Fairs
 - Full service recruiting

Recruiting Strategy

- Recruiting Strategy
- Multi-year, flexible Recruiting Strategy
 - Validation of 2019 Employer Demand
 - Targeted Strategy based on key sector drivers & roles

Analysis (in progress)

- Supply/Demand Analysis
- 2018-2021 Outlook
 - Gap Analysis
 - State Flow Analysis
 - Sector & Cluster breakouts (Manufacturing & Tech)

Targeted Workforce Strategy Roadmap

Overview

1. ManpowerGroup will leverage its recent analysis experience and continue within the overall Workforce System Strategy to deliver a Targeted Workforce Strategy Roadmap
2. The Roadmap deliverable connects the supply/demand analysis efforts to actionable plans that meet the prioritized talent and workforce issues of Racine County. It centers on a Three Horizon View (Now – 2019; Next – 2020; Future – 2021) and a foundational analysis of feasible cross-organizational participation.
3. Emphasis in the Roadmap is on a collective set of tangible strategies and programs (versus independent or one-off programs) that establish a cohesive multi-year, life cycle series of high-value efforts. This helps avoid piecemeal solutions that may not be sustainable even if successful as “a point in time” solution.
4. Additional structure in the Targeted Talent Strategy work clearly identifies:
 - a) *Attraction* strategies and programs (to recruit and hire across all labor categories) <<previously termed “Buy & Borrow”>>
 - b) *Retention* strategies and programs (to encourage talent educated in the region to stay) <<previously some of these strategies also termed “Bridge”>>
 - c) *Development* strategies and programs (to engage and develop) <<previously termed “Buy & Bridge”>>

Targeted Workforce Strategy Roadmap

Workshare

1. Manpower Group can guide, advise and deliver at an appropriate level of investment-at key points in the workforce strategy process. In the end, Racine County will have the needed action plan as well as increased experience with large scale workforce planning processes.
2. *Full Service Co-Development:* Manpower Group will co-manage, co-facilitate, co-develop and co-deliver a Workforce Roadmap in strong cooperative co-delivery agreement with Racine County workforce experts.
 - This is a "DIWY – Do it With You" approach of dedicated delivery by the County resources and the Manpower Group team which enables County resource use with supplemental bandwidth and process direction provided by Manpower Group.

Targeted Workforce Strategy Roadmap

Outputs

Full Service Co-Development:

1. Structured, workforce planning project plan mutually created and operationalized.
2. View of needed outcomes of county-gathered audit and inventory of existing County assets to determine "set/scope" of available tactics and assets. County will gather audit and inventory information from key resources and stakeholders using ManpowerGroup's template.
3. Overall approach and framework for roadmap development. As part of cooperative delivery, County resources would be counted on for adjustments to methods, tools and approaches as needed.
4. Delivery and operationalization of related activities and deliverables per the project plan. This includes: weekly status and/or work sessions with primary county co-delivery resource; up to 4 Progress Sessions; up to 3 Review Sessions.
5. Racine Workforce Strategy Roadmap – Three Horizon View (Now, Next & Future) of Actionable Strategies.

Cost: \$125,000

The Workforce Strategy Roadmap will be a data-backed strategy for Racine County to build a supply of talent in 3 populations: Entry Level Talent, Para-Professional Talent, and Professional Talent.

We will look at the gap between supply & demand of each category of talent by role and time horizon and outline detailed strategies for building the supply of talent through Attraction, Retention & Development, chosen for their specific and best application to the population of talent recognizing that some percentage of each talent population may flow into others. The table on the following page is provided to illustrate – at a high level – how information will be organized at a *summary level* (with supporting detail).

The Strategy Roadmap will also link with a Scorecard, Dependencies & Assumptions that Racine County can use to both communicate expectations to stakeholders and to hold them accountable to results. We will outline both Lead and Lag indicators so that you can proactively track and manage progress.

Sample: Organization of Information

Workforce Strategy

Attachment A

YEAR ONE	Attraction	Actions	Dependencies / Assumptions	Retention & Flow Through	Actions	Dependencies / Assumptions
ROLE A	Attract 120 EE's from each of 6 states; 30 from PA 20 from IL, etc.	Recruiting Support Team to provide 10:1 ratio of candidates within 8 month period of time	<ul style="list-style-type: none"> - Recruiting budget - Willingness of employers to match or exceed wages of target population - Relocation packages offered by employers 	Annual flow through of EE's from universities in 30 mile radius is 1,200; goal of 80% retention up from 50%. Increased graduation rates by XYZ. Increased # of internships & coops. Racine able to claim 120 of these.	<ul style="list-style-type: none"> - Engage employers in internship & coop commitments to increase graduation & retention rate 	<ul style="list-style-type: none"> - Racine's ability to draw from MKE - Educational capacity - Racine employers will need to sign up for 120 co-ops - Transportation from Milwaukee area to Racine County

YEAR ONE	Development	Actions	Dependencies / Assumptions
ROLE A	95% retention of existing EE population within existing employers	<ul style="list-style-type: none"> - Share wage analysis with local employers; gain commitment to match wage & reward packages - Establish partnerships with local educational institutions to support career pathways 	<ul style="list-style-type: none"> - Willingness of employers to support higher wages or enriched reward packages - Ability of area educational institutions to provide advanced learning curricula

Note: Numbers are used for illustration purposes only and do not reflect actuals.

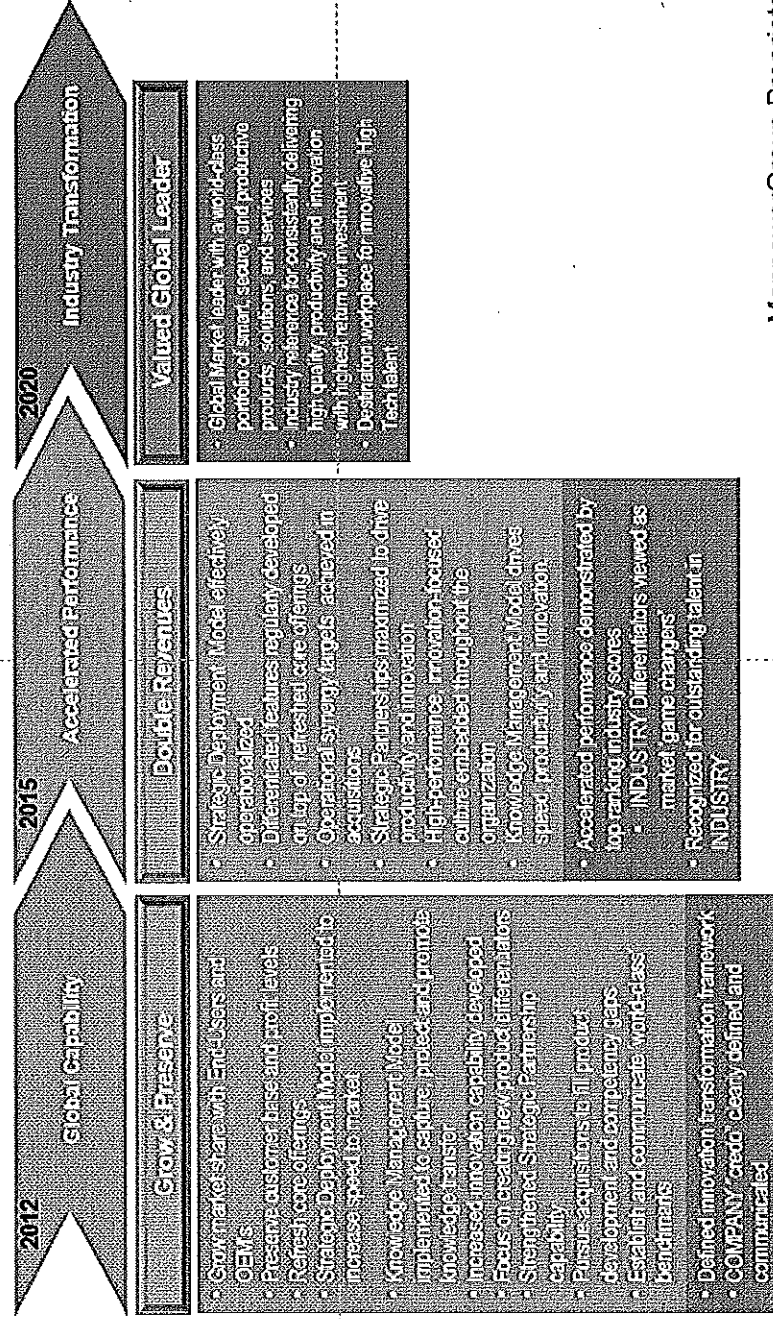
Assumptions

- Modified full-service co-development model assumed.
 - ManpowerGroup provides overall project direction and county resource will take lead on customizing to county specifics when needed (County resources would be counted on for custom adjustments to methods, tools and approaches as needed).
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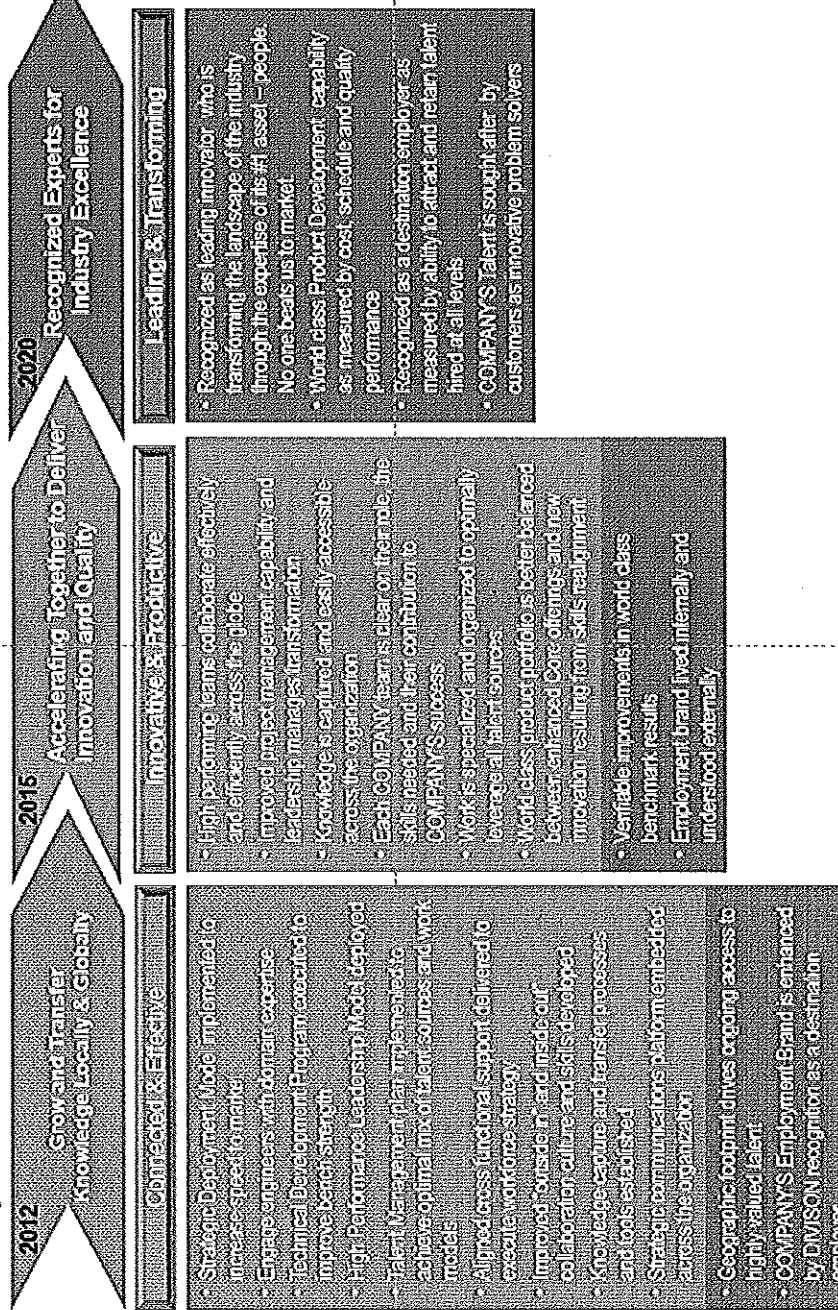
Sample Artifacts

- Taken from a 5-month engagement on workforce strategy from a Fortune 500 organization. Full suite of artifacts is over 200 pages with additional supporting documentation
- This sample is provided to give you a sense of past work and the ways in which we document strategy work.
- These are samples only; we would work with Racine County to determine the best way to document the Strategy and Action Plan

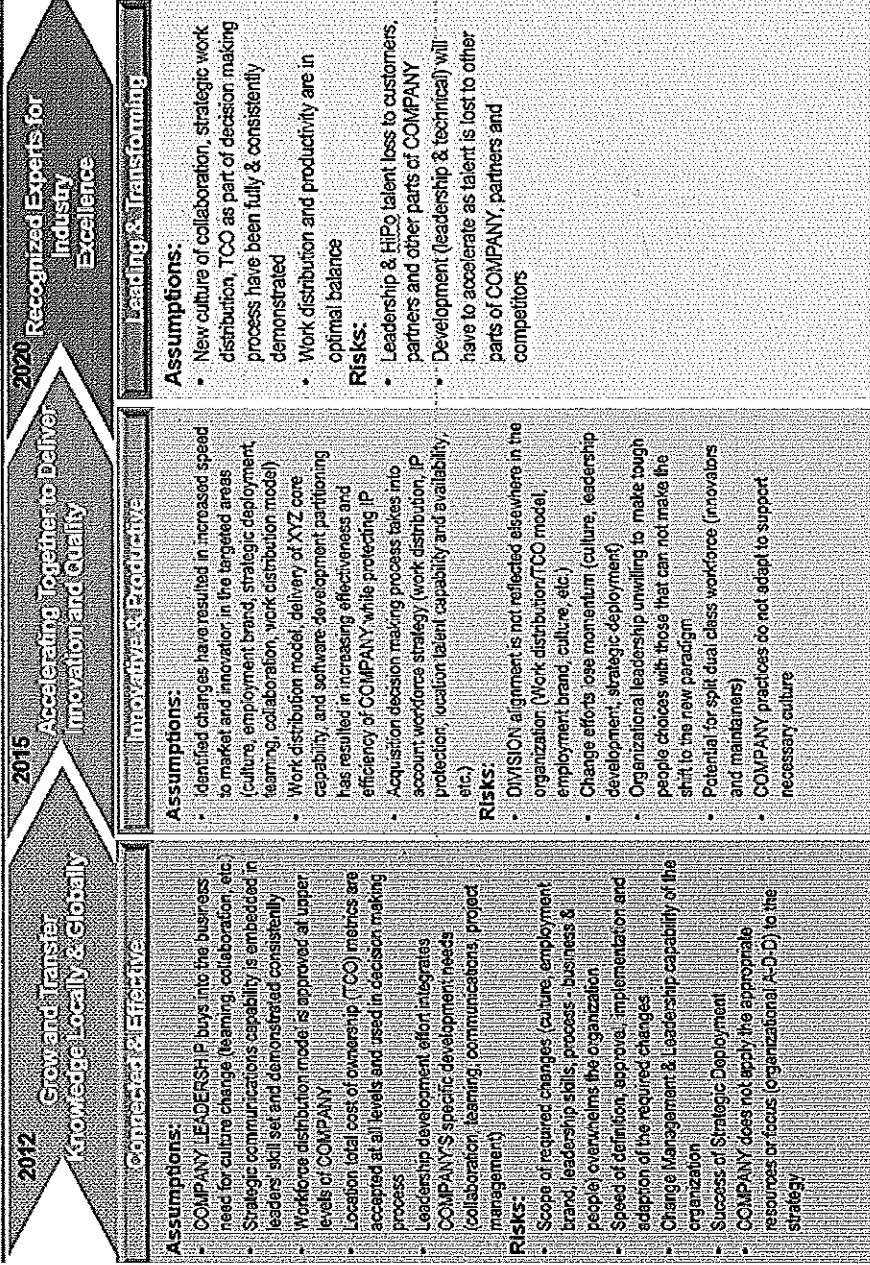
Sample Three Horizon Chart – Business Strategy



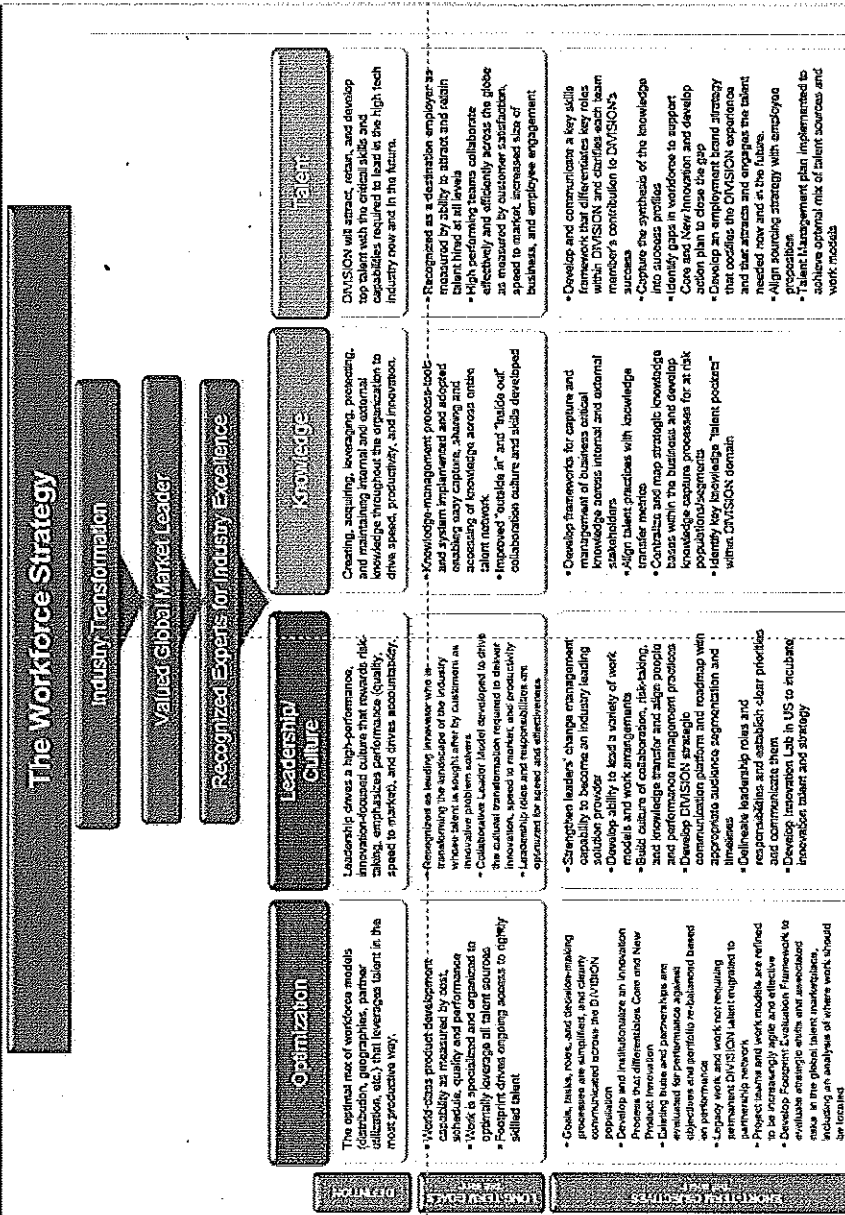
Sample Three Horizon Chart – Workforce Strategy



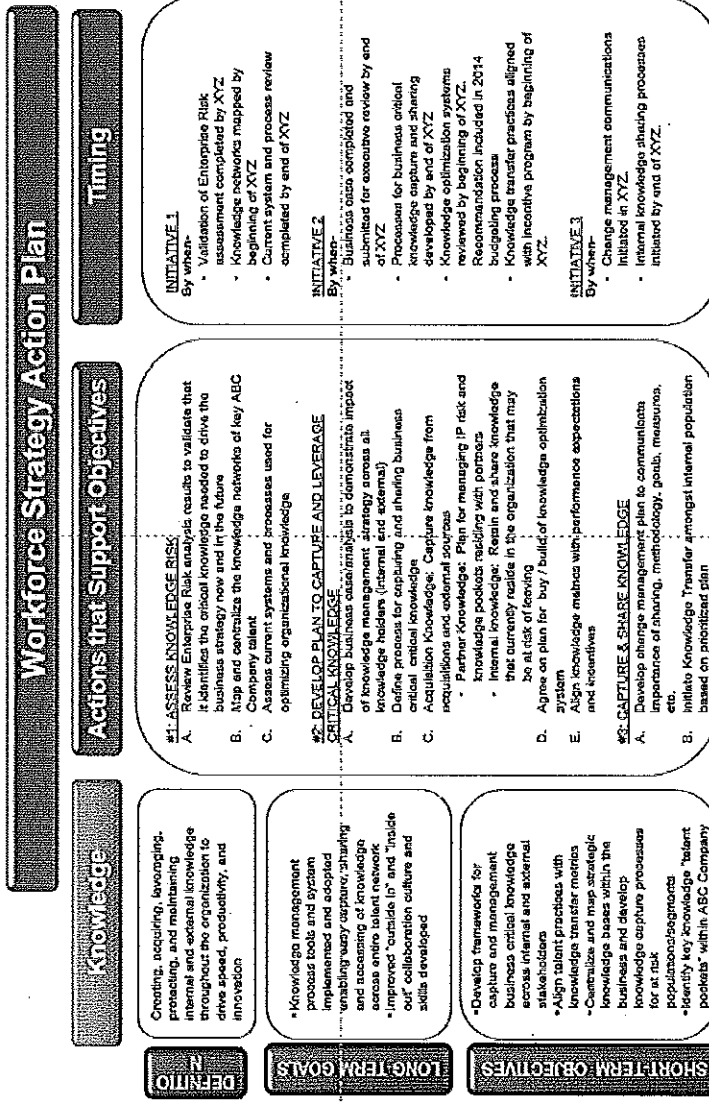
Sample Workforce Strategy RISKS and ASSUMPTIONS



Sample Workforce Strategy Roadmap



Sample Workforce Strategy Action Plan



XII. COST AND SERVICES TO BE PROVIDED

- A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services purchased under this agreement will be determined by the Purchaser.
- B. Purchaser agrees to pay Provider for the actual services which are described in Exhibit A and which are rendered by Provider and authorized by Purchaser at the contracted amount.
- C. The total amount to be paid to Provider by Purchaser for programs and services as specified in this section will not exceed the total contracted dollar amount.

Account #	Program	Total	Units	Rate	Method of Payment
91728.014.600.404500	Workforce Strategy:		N/A	N/A	Flat Rate
	Project Initiation	\$ 31,250			
	Project Mid-Point	\$ 62,500			
	Project Completion	\$ 31,250			
	Program Total	\$ 125,000			
91728.014.600.438000	Travel	Not to Exceed	\$10,000 Actuals	Actuals	Actuals

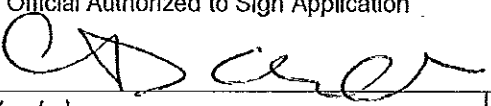
Approved by HSD Fiscal Manager 


12/18/15

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> (see section 52.209-6).

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application		Date Signed
		12/17/2018
For (Name of Vendor)	DUNS Number (Dun & Bradstreet, if applicable)	
ManpowerGroup US Inc.	7820 15911	

INTERNAL USE ONLY	
Contract #:	
Contract Description: Advisory Services	
The Division of Racine County Human Services has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of date signed below the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.	
SIGNATURE – Contract Administrator	Date Signed
	1/9/19

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- ⚠ ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.

Search Results

Current Search Terms: Manpower Group*

Total records: 0

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No records found for current search.

Result Page:

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Search Results

Current Search Terms: Manpower Enterprise*

Total records:0

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Result Page:

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No records found for current search.

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<p>Entity Dashboard</p> <ul style="list-style-type: none"> › Entity Overview › Entity Registration <ul style="list-style-type: none"> › Core Data › Assertions › Reps & Certs › POCs › Exclusions <ul style="list-style-type: none"> › Active Exclusions › Inactive Exclusions › Excluded Family Members <p style="text-align: center; border: 1px solid black; padding: 2px;">RETURN TO SEARCH</p>	<p>ManpowerGroup US Inc. DUNS: 078848043 CAGE Code: 6XBQ4 Status: Active Expiration Date: 04/19/2019 Purpose of Registration: All Awards</p> <p style="text-align: right;">100 Manpower Pl Milwaukee, WI, 53212-4030, UNITED STATES</p> <hr/> <p style="text-align: center;">Entity Overview</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p style="text-align: center;">Entity Registration Summary</p> <p>Name: ManpowerGroup US Inc. Doing Business As: Manpower Business Type: Business or Organization Last Updated By: Joseph Crapitto Registration Status: Active Activation Date: 04/19/2018 Expiration Date: 04/19/2019</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">Exclusion Summary</p> <p>Active Exclusion Records? No</p> </div>
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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

12/17/2018

Date

Chris Layden, VP Manpower Enterprise
(If designee, attach Designee Authorization)

Chris Layden

Name printed

DISCLOSURE OF LOBBYING ACTIVITIES FORM
 (Required for a W-2 agency that has lobbying activities.)

Approved by OMB
 0348-0046

Reproduced by DWD/DWS/BDS

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract. <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print _____

Name: _____

Title: _____

Tele. No.: _____

Date: _____

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks (Subawardee), then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.