



UNIVERSITY OF CALIFORNIA

Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and _____, Business Associate ("BA").

RECITALS

- A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103
- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.
- C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.
- D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

2. OBLIGATIONS OF BA

BA agrees to:

- A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.
- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an "Incident"). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual's designee, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC's obligations under 45 C.F.R. § 164.526.

- H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.528.
- I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

4. TERM AND TERMINATION

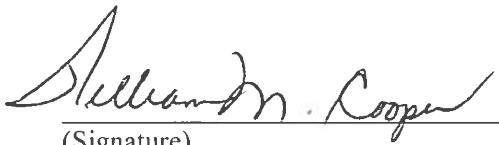
- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

- C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA


(Signature)

WILLIAM M. COOPER
(Printed Name, Title)
AVP + CPO

8/2/19
(Date)

BUSINESS ASSOCIATE

Kelly Technology, a Division of Kelly
(Supplier Name)


Steve McCarthy (Feb 28, 2021 20:48 PST)
(Signature)

Steve McCarthy, Regional Director
(Printed Name, Title)

Feb 28, 2021
(Date)





7. Appendix-BAA-8-2-2019

Final Audit Report

2021-03-01

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"7. Appendix-BAA-8-2-2019" History

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SUPPLIER MINIMUM QUALIFICATION TO RESPOND TO RFP

For proposals to be considered for evaluation, Suppliers must be able to meet all minimum qualifications as outlined below. Suppliers that do not meet the minimum qualifications should not submit a proposal as it will not be considered.

Business Experience

Supplier must have been in business for a minimum period of 3 years and should have verifiable successful experience in providing the range of contingent services specified in this RFP as a key supplier. Supplier should be able to demonstrate and show evidence of having the capability to provide the required services by possessing adequate available resources.

Conversion Fee:

As set forth below, UC agrees to pay a conversion fee upon the conversion of a contingent labor employee to UC's employment. The conversion fee is based on the annualized salary (2,096 hours) of the converted employee. Multiply the contingent employee's pay rate by 2,096 to determine the annualized salary.

Should the employee be used in a different capacity/project, the time banked on previous assignment(s) shall apply as the total calendar days as follows:

Calendar Days Worked on Assignment	% of Annual Salary
0-30 days	20%
60 days	10%
90 days	No Fee

Right to Terminate

In addition to the right to terminate as otherwise provided in the UC Agreement, The Regents of the University of California ("UC") may also terminate this Agreement in part, by eliminating its request for one or more of temporary/professional service workers upon the discontinuance or reduction of appropriated funds used to support this Agreement. In the event that UC terminates this Agreement in part, Supplier's fees shall be reduced proportionately by the proportionate value of the terminated positions, and the parties shall promptly seek to agree upon that proportionate reduction. The determination whether such funds are available shall be made by UC at its absolute discretion.

ACCEPT UC TERMS AND CONDITIONS OF PURCHASE (no exceptions allowed)

- a. UC Terms and Conditions of Purchase, dated 2/27/2020 (Attachment 4)

- a. The following articles are not applicable for the requested services under this RFP: Article 13, Article 17, Article 26
- b. Appendix Data Security and Privacy, dated 8/12/2019 (Attachment 5)
- c. Appendix HIPAA Business Associate, dated 8/2/2019 (Attachment 6)

California Pricing Template

Based on their ability to provide services within the State of California, suppliers are required to propose rates for “ALL” roles within the IT Temp Services and IT Professional Services pricing templates (see **Questionnaires-UC IT Temporary and IT Professional Services Pricing Template**).

Supplier signature acknowledges that Supplier meets all minimum qualifications and confirmation they have reviewed and understand the RFP requirements as outlined throughout this document.

Signed document must be included with your RFP response.

[SUPPLIER NAME]


Steve McCarthy (Feb 28, 2021 20:46 PST)

(Signature)

Steve McCarthy, Regional Director, Kelly Technology
(Printed Name, Title)

Feb 28, 2021

(Date)

Attachment 2 - Intnent to Bid & Ability to Meet Minimum Requirements Statement

Final Audit Report

2021-03-01

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THE REGENTS OF THE UNIVERSITY OF CALIFORNIA NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("UC") and the supplier named below ("Supplier").

WHEREAS UC and Supplier (each, a "Party" and together, the "Parties") have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself;

NOW, THEREFORE, the Parties agree as follows:

1. Confidential information of a Party may include but is not limited to a Party's (a) business plans, methods, and practices; (b) personnel, customers, and suppliers; (c) inventions, processes, methods, products, patent applications, and other proprietary rights; or (d) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information.
2. When the other Party informs the receiving Party ("Recipient") in writing that information disclosed is confidential ("Confidential Information"), the Recipient shall, for a period of three (3) years from the date of disclosure, refrain from disclosing the Confidential Information to any third party without prior, written approval from the disclosing Party and shall protect the Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to the Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise used or disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach without the necessity of posting a bond or any other security and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or

- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
- (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by law.

6. To the extent permitted by law, the Recipient shall promptly notify the disclosing Party of any disclosure of the Confidential Information in violation of this Agreement or in response to any subpoena or other legal process requiring production or disclosure of the Confidential Information.

7. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

8. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

9. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

10. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed pursuant to this Agreement shall survive termination of this Agreement.

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**

Signature

Printed Name


Title

Address

Date

SUPPLIER

Kelly Technology, a Division of Kelly
Name of Supplier


Steve McCarthy (Feb 28, 2021 20:44 PST)
Signature

Steve McCarthy
Printed Name

Regional Director, Kelly Technology
Title

999 W. Big Beaver Road, Troy, MI 48084-4782
Address

Feb 28, 2021
Date

3. Mutual Non-Disclosure Agreement

Final Audit Report

2021-03-01

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Exhibit 1 – Institutional Information

1. Protection Level Classification⁴:

☒ Protection Level 1 – Kelly’s primary service is providing IT resources that would follow UC Policies and procedures.

☐ Protection Level 2

☐ Protection Level 3

☐ Protection Level 4

Explanation:	Kelly provides IT talent to UC on various initiatives and the talent works at the direction of a SOW/TO for a UC leader, using UC equipment, with a UC user-name and password (credentials), a UC (Temp/Contract) badge, and following UC policies / procedures. Since this is a talent engagement, Kelly does not hold or process any UC data in any Kelly systems or equipment.
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The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

- A. ☐ Animal Research Data.
- B. ☐ Controlled Technical Information (CTI).
- C. ☐ Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. ☐ Defense Department: Covered Defense Information (CDI).
- E. ☐ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. ☐ GDPR personal data.
- G. ☐ GDPR special data.
- H. ☐ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. ☐ Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. ☐ Human Subject Research Data.
 - 1. ☐ Identified.
 - 2. ☐ Anonymized.
- K. ☐ Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ☐ ITAR/EAR-controlled data.
- M. ☐ Payment card data (PCI, PCI DSS).
- N. ☐ Personally identifiable information – PII.
- O. ☐ Student data, whether or not subject to FERPA.

P. ☐ Other: _____
Q. ☐ Other: _____

⁴ For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- R. ☐ Other: _____
- S. ☐ Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

- A. ☐ California Confidentiality of Medical Information Act (CMIA) *.
- B. ☐ California Consumer Privacy Act (CCPA).
- C. ☐ California Information Practices Act (IPA).
- D. ☐ European Union General Data Protection Regulation (GDPR)*.
- E. ☐ Family Educational Rights and Privacy Act (FERPA) *.
- F. ☐ Federal Policy for the Protection of Human Subjects ("Common Rule").
- G. ☐ Genetic Information Nondiscrimination Act (GINA).
- H. ☐ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.
- I. ☐ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.
- J. ☐ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
- K. ☐ The Fair and Accurate Credit Transaction Act (FACTA).
- L. ☐ The Fair Credit Reporting Act (FCRA).

Data Security

- M. ☐ Chemical Facility Anti-Terrorism Standards (CFATS).
- N. ☐ Defense Federal Acquisition Regulations (DFARS).
- O. ☐ Export Administration Regulations (EAR).
- P. ☐ Federal Acquisition Regulations (FARS).
- Q. ☐ Federal Information Security Modernization Act (FISMA).
- R. ☐ International Traffic in Arms Regulations (ITAR).
- S. ☐ Payment card data (PCI, PCI DSS).
- T. ☐ Toxic Substances Control Act (TSCA).
- U. ☐ Other: _____
- V. ☐ Other: _____
- W. ☐ Other: _____
- X. ☐ Other: _____

Exhibit 2

Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]

See documents uploaded to CalUSource



INFORMATION SECURITY POLICY

Kelly Services Information Security Mission & Purpose

Policy Summary

Responsibility & Accountability

Following are a few key excerpts from this section of the ISP (these are only partial but are provided as a general indication of human resource expectations):

- All Information Systems Users are expected to, at all times, comply with this Information Security Policy.
- Users are required to comply with any mandatory training and/or policy acknowledgement requests.....
- All Users are responsible for maintaining awareness of vulnerabilities and threats.....
- (details intentionally omitted)

Employees who violate any terms of this policy may be subject to disciplinary action up to and including termination of employment and pursuit of civil or criminal prosecution.

Policy Management

Employee Privacy

Information System Security – Information Security

Information Classification

- Ownership and Monitoring
- Data Classification and Management
- Information Retention

Information Handling

- Cloud Storage
- Removable Storage Devices
- Software as a Service
- Physical Document Handling
- Litigation Holds

Information System Security – Incident Response

Information System Security – User Access

User Accountability

User Accounts

- Creation, Deletion, and Transfer:
- User Access

Exhibit 1 – Institutional Information

1. Protection Level Classification⁴:

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☐ Protection Level 2

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The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

- A. ☐ Animal Research Data.
- B. ☐ Controlled Technical Information (CTI).
- C. ☐ Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. ☐ Defense Department: Covered Defense Information (CDI).
- E. ☐ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. ☐ GDPR personal data.
- G. ☐ GDPR special data.
- H. ☐ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. ☐ Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. ☐ Human Subject Research Data.
 - 1. ☐ Identified.
 - 2. ☐ Anonymized.
- K. ☐ Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ☐ ITAR/EAR-controlled data.
- M. ☐ Payment card data (PCI, PCI DSS).
- N. ☐ Personally identifiable information – PII.
- O. ☐ Student data, whether or not subject to FERPA.

P. ☐ Other: _____
Q. ☐ Other: _____

⁴ For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

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- D. ☐ Defense Department: Covered Defense Information (CDI).
- E. ☐ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. ☐ GDPR personal data.
- G. ☐ GDPR special data.
- H. ☐ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
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- M. ☐ Payment card data (PCI, PCI DSS).
- N. ☐ Personally identifiable information – PII.
- O. ☐ Student data, whether or not subject to FERPA.



Information Technology (IT) Temporary and Professional Services

**Kelly's Response to The Regents of The
University of California RFP #002215**

March 3, 2021
12:00 PM PST

For more information on this proposal, please contact:

Steve McCarthy
Regional Director, Kelly Technology

Mobile: 925.206.9948

Email: Steve.McCarthy@kellyservices.com

COVER LETTER

Kelly IT appreciates the University of California's ("UC") footprint across the state. With pride we happily work to alleviate UC's recruitment burden and contribute to your success as an IT leader.

We understand the time has come for the selection of UC's temporary technical staffing partners for future years. As proven in the history of our 18-year relationship, we will continue to deliver a flexible staffing solution focused on driving time and cost efficiencies.

We accomplish this with:

- **Time – Innovative Recruiting:** Our results-oriented recruiting team acts as an extension of your organization, focused on attracting and engaging talent with the required skill sets. This team is composed of **seasoned IT professionals** who develop customized, targeted recruitment strategies. We utilize leading-edge methods to engage and attract high quality talent that best align with your company's culture and mission. Our primary focus is integration and networking within the IT community, utilizing differentiated strategies for talent acquisition based on best practices. Our recruitment methods and community presence allows us to deliver talent within a 12 to 24-hour turnaround.
- **Cost – Market Rate Analytics:** Through our talent analytics and understanding of the technical landscape, we provide comparative stats to educate and guide UC in making the appropriate selection to meet budget.

As you review the following proposal you will learn more about the Information Technology workforce solutions we offer to fulfil your staffing needs. It is our hope you will count on Kelly as your staffing partner and allow us to continue to demonstrate the value we bring to your organization.

Sincerely,

Steve McCarthy

Steve McCarthy

Regional Director, Kelly Technology | M: 925.206.9948 | E: Steve.McCarthy@kellyservices.com

TABLE OF CONTENTS

This proposal has been developed for The Regents of the University of California (“UC”) in response to RFP #002215 for Information Technology (IT) Temporary and Professional Services. In the following pages, we outline how Kelly intends to deliver to drive economies of scale, reduce management, and minimize risk by enhancing our current contingent labor program focused on visibility, compliance, and increased access to talent.

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Confidentiality

Kelly Services, Inc. considers this document, and any attached information or pricing information submitted with it, confidential and proprietary information to Kelly, and provides it to your company for its sole use. Access to this document should be restricted exclusively to authorized employees.

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EXECUTIVE SUMMARY

Kelly Technology's Vision is to be the most creative, insightful, and agile talent company, committed to uniting vital talent with great organizations where, together, we thrive. We connect people to work that enriches their lives.

Last year, Kelly placed a technology professional on assignment every 15 minutes.



8.1K

We placed 8,100 employees in technology roles last year



3.2K

On any given day, we have 3,200 technology professionals on assignment



868

We provide technology talent to 868 client locations across North America



10

The average tenure of our recruiters is 10 years



18-24

The average length of our employee engagement is 18-24 months

To learn more, visit set.kellyservices.us today.

Deep specialty experience:

- Agile
- Application Development
- Cloud & Mobility
- Cybersecurity, Risk & Compliance
- Data & Analytics
- Digital Transformation

Across these industries:

- Finance
- Healthcare
- Insurance
- Manufacturing
- Retail & Consumer Goods
- Technology
- Travel & Hospitality

Fill Rates

2.5 days
Average Time to Fill



86%

3.8x

the industry average

5%

19%

Industry

Vendor Neutral

Preferred Vendor

Kelly Technology is evolving into an integrated staffing and services provider. We are doing more than just filling you IT positions. We will partner with you to understand your business, your needs, and your specialty focus, because we are IT professionals too. We employ an experts-hiring-experts model to drive our success – our IT recruiting professionals have real-world experience, vast domain knowledge, and expertise in using best practices to build, lead, and deliver IT-specific project teams.

With Traditional IT Staffing you receive:	With Kelly's Integrated Staffing and Service Provision you receive:
<ul style="list-style-type: none"> IT Resource Staff Orders 	<ul style="list-style-type: none"> Discovery sessions to understand the business / IT context and resource requirements
<ul style="list-style-type: none"> Legacy IT Focus 	<ul style="list-style-type: none"> Industry and IT focused (Legacy / Digital)
<ul style="list-style-type: none"> Legacy IT Staff Orders 	<ul style="list-style-type: none"> Integrated and specialized skill requirements definition with your Business / IT SMEs
<ul style="list-style-type: none"> Commodity offerings 	<ul style="list-style-type: none"> Integrated solutions approach with specialty digital IT staffing
<ul style="list-style-type: none"> IT Staffing Sales Focus 	<ul style="list-style-type: none"> Business / IT solution and specialty focus– ID innovation opportunities
<ul style="list-style-type: none"> Order Fulfillment through Procurement 	<ul style="list-style-type: none"> Work with Business / IT leaders to understand integrated resource requirements
<ul style="list-style-type: none"> Individual IT Staff Resources to support Project Teams 	<ul style="list-style-type: none"> Specialized legacy / digital resources critical for your programs and initiatives

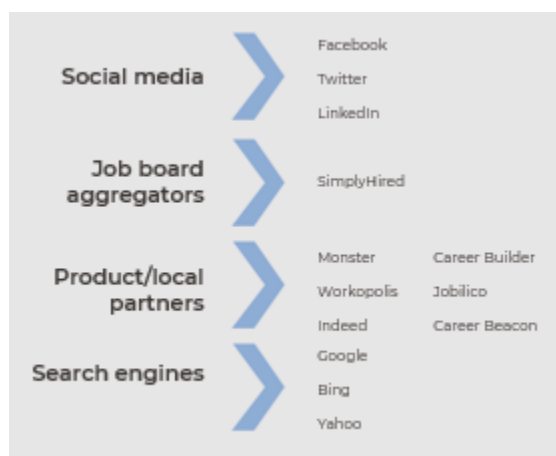
Sourcing Strategy

Our reach finds you the best candidates. Helping you identify the best IT talent for your organization begins with us hiring and developing the best internal talent at Kelly.

Candidate Pipelines

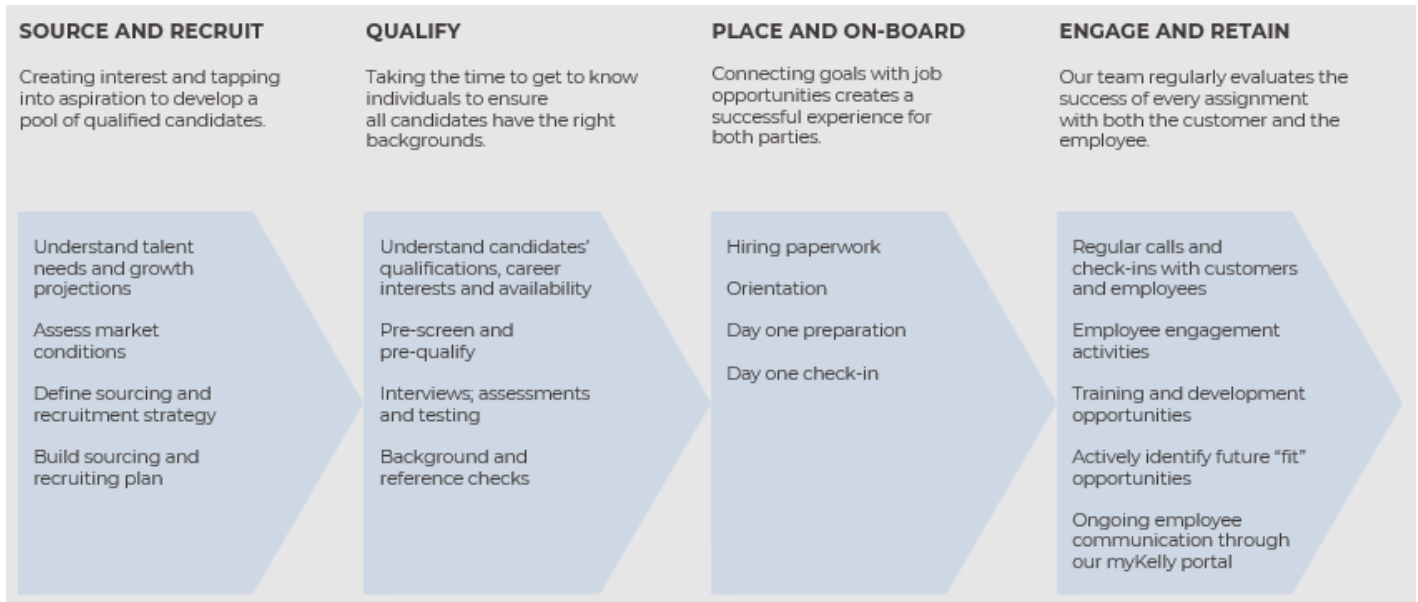
Our IT recruiters take a data-driven approach to talent sourcing, leveraging supply and demand data to analyze market dynamics and identify the most effective strategies for attracting the best IT candidates. Our internal recruiter communities stay abreast of current trends, provide access to resources, enable immediate problem solving, and drive innovation.

Kelly utilizes a highly proactive recruiting approach that cultivates a virtual bench of prescreened and qualified IT candidates prepared to fill your assignments across a variety of high-demand IT skill sets on relatively short notice. Our pipeline approach differentiates Kelly from competitors by giving UC access to a prequalified pool of unique candidates in your target area to reduce time to fill.



Hiring Process

Candidate care is fundamental to our ongoing success, and we cultivate positive relationships with our employees beginning with our hiring process. We evaluate each candidate's ability, skills, experience, work history, and adaptability to UC's environment to verify that every employee meets our standards and will thrive in your environment. Our hiring process flow is depicted below:



Employee Management

To address the attitudes and preferences in the IT talent community, Kelly Technology has to present true value that differentiates us as a preferred employer. We accomplish this through the following value propositions:

- We are **STRATEGIC** – As a strategic partner to our IT Talent, we place them in **the best work environments that will allow them to excel** and continue to engage them with opportunities within their niche
- We are **DEPENDABLE** – We have the IT-focused **opportunities that allow the talent to continue to enhance their capabilities and value to employers** through access to our tenured clients
- We are **FLEXIBLE** – Kelly offers opportunities to **work in the way in which the employees want to work**, whether through temporary projects or long term assignments

We know recognition equals retention.

In addition, Kelly offers a variety of employee perks that focus on the well-being and retention of our IT employees to increase engagement with Kelly and improve our ability to support our clients. Our initiatives include:

- Challenging Opportunities
- MyKellyCoach
- Employee Engagement Surveys
- myKelly and Kudos!
- KellyCares Program
- Employee Discount Program
- Customized Retention Programs:
 - Employee Value Proposition
 - Engagement Ambassador program
 - Stay interviews
- Service Bonus Plan
- Holiday pay
- Direct Deposit & Payroll Card Program
- Free Skill Enhancement & Training
- Qualified Transportation Expense Plan
- Toll-free Office Automation Hotline
- Kelly Retirement Plans
- Employee Assistance Program – Wellbeing Program
- ACA-compliant Health Plan for eligible employees
- Peanut Butter – Student Loan Resource Center
- BurnAlong – Fitness and Mindfulness Online Courses
- Health options available for purchase:
 - Limited Medical and Telemedicine
 - Dental and Vision
 - Group Term Life and Whole Life
 - Short-term Disability
 - Accident Insurance
 - Critical Illness

As you review the following proposal you will learn more about the Information Technology workforce solutions we offer to address your staffing needs and increase your competitive position in the market. It is our hope that you will select Kelly Technology as your staffing partner and allow us to demonstrate the value we can bring to your organization.



STAFFING APPROACH

Scope of Work

A. Qualified Personnel

Kelly Technology will provide, qualified, trained temporary staffing/professional services personnel, on an as-needed basis determined by the University. A comprehensive resume will be submitted for each candidate submitted by Kelly Technology for consideration.

B. Immigration & Naturalization Services Compliance

All temporary staffing personnel employed by Kelly Technology will be US Citizens or legal aliens in accordance with the employment verification provisions of the Immigration and Nationality Act (INA), according to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) signed on September 30, 1996 and any revisions of such Act. Kelly Technology will verify legal alien's compliance to all current laws and regulations of the United States and state of California as they pertain to alien status and employment eligibility.

C. Guarantee of Appropriate Interview and Placement Standards

Kelly Technology will ensure the quality of our Interview and Placement Standards per the Scope of Work in the RFP.

D. Background Checks

Kelly Technology will conduct background checks, verifications, references, and other investigations, as requested, as part of the overall assessment of candidates presented for consideration.

E. Duration of Assignments

Kelly Technology understands that The length of assignments will vary. At the conclusion and/or termination of the assignment, Kelly Technology will collect all issued property (such as keys, etc.) to the University's requesting department prior to departing.

F. Right of Severance and Termination

Kelly Technology acknowledges that UC shall have the right to request removal of any specific supplier temporary worker.

G. Right to Dismiss

In the event that an employee is not responsive to coaching and counseling the employee's assignment will be ended, and Kelly Technology will conduct an exit interview with the Hiring Manager and the employee. Information from both interviews will be documented in the employee's record.

H. Quality of Service Standards and Service Guaranty

Kelly has an enviable reputation in the staffing industry—one of honesty and solid ethics. We make every effort to promise only what we can deliver, and we back up our promises. The Kelly Guarantee supports every order placed by UC:

Kelly Services guarantees that the Kelly employees assigned to the Customer shall satisfactorily perform the services ordered by the Customer. Upon reasonable notice from the Customer, Kelly will arrange for a replacement candidate and/or cancel all charges for unsatisfactory service, as appropriate.

I. Supplier Response Time

For professional/technical roles that require higher skill sets or more specific educational/work history requirements, we would need sufficient time to vet the candidates to validate that they meet your requirements. For these professional/technical roles, Kelly will submit candidates within 24-72 hours of receiving a request.

J. Payments on Termination

If UC elects to terminate any temporary worker furnished by Kelly Technology for any reason, UC shall be responsible for payment of actual work hours performed by supplier worker or a minimum of four (4) hours, whichever is greater.

K. Worker Availability

All workers supplied by Kelly Technology will be available between the hours of 8:00 AM and 5:00 PM, with an hour lunch break, with the possibility of work hour modifications for specially arranged circumstances

L. Work Week

Kelly does not specifically limit the number of hours a temporary employee can work, however all hours are subject to state and federal wage and hour laws for work hours and overtime pay.

M. University of California Holidays

Kelly Technology workers may adhere to University's holiday schedule as referenced in the RFP. Six paid holidays per year are offered to employees who: have completed 960 hours of work for Kelly in the 26 weeks preceding the holiday, have worked 30 hours in the previous week, and are available to work during the holiday week. Eligible holidays include Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. (Eligibility based on hours worked and schedule during holiday week)

N. Parking at the University

Kelly Technology allows employees to set aside money through pre-tax deductions to pay for qualified workplace parking. The employees are responsible for the cost of parking, however Kelly Technology will consider parking reimbursement on a case by case basis.

O. Vehicles

Kelly Technology employees will not operate any UC vehicles.

P. CAL-OSHA

Kelly Technology's temporary workers will adhere to all CAL-OSHA regulations where and when applicable to their work environment.

Q. ID Badges

If required, Kelly Technology temporary workers will wear University furnished ID badges.

R. Supplier Training

Prior to assignment, all employees complete an orientation process which can include UC-specific topics and information. All employees receive and review Kelly's Employee Handbook and acknowledge their understanding of the content, including information such as Kelly's Commitment to Quality and policies on Safety, Equal Employment Opportunity, Drug Free Workplace, Harassment, Weapons, and Workplace Violence.

We offer additional training through the Kelly Learning Center (KLC) ---our online training and career development portal which is accessible to both Kelly corporate and temporary employees. Training through the KLC enhances employees' skills and helps them succeed in our rapidly changing economy.

The KLC is available 24 hours a day, 365 days a year with more than 6,000 interactive, multimedia training courses that combine the latest e-learning technology with Kelly's 74-year heritage of developing a high caliber workforce. Training options include:

- Access to learn highly technical topics, and improve software application abilities. Courses include: **Enhanced Business-Specific Courses** – Including project management, communications, leadership, and hundreds more skill areas
- **Books 24x7** – Access to more than 55,000 industry-leading ebooks and publications free of charge
- **Desktop Software Courses** – Covering Microsoft Office (Access, Excel, Word, PowerPoint) and more
- **SkillBriefs** – Performance support materials available in each course that employees can print and use on the job
- **Business Impact Series** – Dramatizations of frequently encountered business problems to enhance skills using realistic examples
- **Challenge Series** – Case studies focused on content analysis, problem solving, and decision making
- **Test/Certification Preps** – Courseware and materials to help prepare employees for certification and replicas of certification exams to prepare employees for the real thing, such as Project Management Professional (PMP) certification and Six Sigma, among others

S. Key Performance Indicators

Kelly Technology understands the KPI requirements.

T. Subcontracting

Kelly Technology will be using subcontractors and will meet all requirements listed in the RFP.

QUALIFICATION RESPONSES

The following forms have been uploaded into the CalUSource Platform

- i) Affirmation of Business Experience
- ii) Affirmation of Conversion Fee
- iii) Affirmation of Termination Rights
- iv) Affirmation of UC Terms & Conditions
- v) Affirmation of Appendix Data Security
- vi) Affirmation of HIPAA BAA
- vii) Affirmation of Pricing Template



QUESTIONNAIRE

1. General Supplier Information Questions

1 Full name: Legal and Trade Name:

Legal Name: Kelly Services, Inc.

Trade Name: Kelly

2 Authorized Negotiator (name and email address of person(s) in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

Kelly's authorized negotiator for this RFP will be:

Name: Steve McCarthy

Email: steve.mccarthy@kellyservices.com

Phone: 925-206-9948

3 Address, Phone Number, & Fax Number

Kelly Corporate contact information is:

Address: 999 W. Big Beaver Road, Troy Michigan, 48084-4782

Phone: 248-362-4444

Fax: 248.244.5690

4 Website Address

Kelly's website address is: www.Kellyservices.com

5 Parent Company (if operating as a subsidiary)

Kelly does not have a parent company.

6 Indicate Entity Type; partnership, corporation, individual, etc.

Kelly is a corporation

7 Public or Private Company

Kelly is a publicly traded company on the Nasdaq stock exchange (ticker symbols: KELYA, KELYB). Kelly became a public company in 1962.

8 Date Company Founded

Kelly was founded in 1946.

9 List of branch offices that will perform or assist in performing work herein.

UC Locations	Kelly Branch Locations
Chico	RANCHO CORDOVA, 11010 White Rock Rd., Ste 100, Rancho Cordova, CA 95670-6362
East Bay	PLEASANTON 5990 Stoneridge Dr., Ste 106, Pleasanton, CA 94588-3234
Humboldt	RANCHO CORDOVA 11010 White Rock Rd., Ste 100, Rancho Cordova, CA 95670-6362
Sacramento	RANCHO CORDOVA 11010 White Rock Rd., Ste 100, Rancho Cordova, CA 95670-6362
San Francisco	SAN MATEO 1510 Fashion Island Blvd., Ste 370, San Mateo, CA 94404-5058
San Jose	SAN JOSE 2025 Gateway Pl., Ste 120, San Jose, CA 95110-1005
Sonoma	RANCHO CORDOVA 11010 White Rock Rd., Ste 100, Rancho Cordova, CA 95670-6362
Bakersfield	BAKERSFIELD 1100 Mohawk St., Ste 190, Bakersfield, CA 93309-7416
Fresno	BAKERSFIELD 1100 Mohawk St., Ste 190, Bakersfield, CA 93309-7416
Monterey Bay	MONTEREY DISTRICT 1418 S Main St., Ste 102, Salinas, CA 93908-8834
Stanislaus	MODESTO 1101 Sylvan Ave., Ste A21, Modesto, CA 95350-1688
Channel Islands	SHERMAN OAKS 14724 Ventura Blvd., Ste 710, Sherman Oaks, CA 91403-3501
Dominguez Hills	LONG BEACH 5000 E Spring St., Ste 430, Long Beach, CA 90815-5224
Fullerton	LONG BEACH 5000 E Spring St., Ste 430, Long Beach, CA 90815-5224
Long Beach	LONG BEACH 5000 E Spring St., Ste 430, Long Beach, CA 90815-5224
Los Angeles	LONG BEACH 5000 E Spring St., Ste 430, Long Beach, CA 90815-5224
Maritime	RANCHO CORDOVA 11010 White Rock Rd., Ste 100, Rancho Cordova, CA 95670-6362
Northridge	SHERMAN OAKS 14724 Ventura Blvd., Ste 710, Sherman Oaks, CA 91403-3501
Pamona	LONG BEACH 5000 E Spring St., Ste 430, Long Beach, CA 90815-5224
San Bernardino	RIVERSIDE 3550 Vine St., Ste 100, Riverside, CA 92507-4175
San Diego	SAN DIEGO 2275 Rio Bonito Way, Ste 210, San Diego, CA 92108-1685
San Luis Obispo	LONG BEACH 5000 E Spring St., Ste 430, Long Beach, CA 90815-5224
San Marcos	SAN DIEGO 2275 Rio Bonito Way, Ste 210, San Diego, CA 92108-1685

10 Do you intend to use subcontractors? If yes, provide specific information:

Yes, conditions will require that we utilize one or more secondary suppliers to fill some of your assignments, including:

- **Requests outside Kelly's Service Lines** – For skills that are outside our typical service lines, such as heavy industrial
- **Niche Skills** – Highly specialized skills, such as proprietary IT software system programming
- **Diversity Objectives** – Kelly can engage diverse suppliers for a percentage of orders to assist in attaining your diversity goals
- **Requirements outside Kelly's Job Descriptions** – If a job description includes requirements outside our safety limitations, such as lifting limits beyond our guidelines
- **Requirements outside Kelly's Geographic Location** – For locations that may be beyond the geographic scope of the nearest servicing branch with low or infrequent usage levels

To choose secondary suppliers, we can use suppliers that currently support UC or recommendations from within our established supplier network. We maintain a network of 2,500+ secondary suppliers across the United States to leverage as your needs arise.

11 Please describe how your company is organized, including parent companies, subsidiaries, and affiliates.

Our corporate headquarters in Troy, Michigan coordinates and manages the activities of Kelly's permanent employees and company-owned and -operated branch offices worldwide. Our structure provides consistent leadership across our enterprise that drives decision-making and consistent implementation of corporate strategies and initiatives. Our organizational structure is designed to provide clients like UC responsive and efficient service from all locations we support.

Corporate Operations: Kelly's corporate office is responsible for the strategic direction of the company. Our strategy is driven by feedback from our customers, our field organizations, competitive analysis, and market research. Corporate decisions focus on the development, design, and implementation of:

- Service offerings and staffing solutions
- Recruiting and retention programs
- New technologies and efficiency initiatives
- Systems for managing payroll, invoicing, and reporting
- Quality- and customer-satisfaction initiatives
- Infrastructure to support these programs effectively

Field Operations: Our field operations are organized into divisions that oversee multiple branch offices. The field organization is empowered to meet our clients' local business needs. Networked to one another and to Kelly's corporate headquarters, our field offices and on-sites implement and uphold corporate policies and standards and focus on client and employee satisfaction. Our local offices typically handle the following:

- Recruiting, screening, interviewing, skills evaluation, hiring, and orientation of candidates
- Ongoing training for all Kelly employees
- Managing orders and filling assignments
- Monitoring performance against established standards
- Managing client and employee relationships

Kelly Outsourcing and Consulting Group (KellyOCG): KellyOCG is a specialized business division that directs Kelly's managed workforce solutions. These unique business lines—such as Recruitment Process Outsourcing or Managed Service Provider programs—require highly specialized focus and resources that are distinct from our field operations.

As a global company, subsidiaries are required to do business in countries outside the U.S. For a complete list of our subsidiaries, please see Exhibit 21 "Subsidiaries of Registrants" in our annual report found on the Investors Relations section of our website:

<https://www.kellyservices.com/global/about-us/ir/financials--filings/annual-reports/>

12 Provide relevant information providing proof of your organization's financial soundness (i.e., AM Best, Moody's).

Kelly has a strong Dunn & Bradstreet rating of 5A2. Kelly maintains a conservative balance sheet and has strong liquidity, including access to a \$350 million of committed credit capacity. We do not presently have a rating from Standard & Poors (S&P), Moody's, or Fitch.

13 Please provide your most recent ratings from Standard & Poor's, Fitch, and AM Best, and indicate if those ratings have changed in 2019 or 2020. Include the former rating, if applicable.

We do not presently have a rating from Standard & Poors (S&P), Moody's, or Fitch. Kelly has a strong Dunn & Bradstreet rating of 5A2.

14 Summarize in 500 words or less why you are a match for UC and why UC should select your organization over your competitors. Please emphasize how you are different from your competitors.

Kelly has had a relationship with UC for 13 years. We understand your needs, your culture, and the nuances that make UC unique in the IT employment market. We have relationships with your team and with the professionals we assign to UC.

With a dedicated account management team and local market experts UC will continue to benefit from access to our expert resources, while enjoying the convenience of a one-stop relationship approach. We have come a long way with UC and are committed to going further in the future

Additionally, Kelly presents more advantages to UC as compared to competing agencies, including:

Our Talent Promise: As a leader in our industry, Kelly has long been an advocate for our talent and has worked to remove the stigma associated with temporary work. Our 5-point Talent Promise outlines our commitment to our workers, allowing us to attract and retain talent for you by focusing on their well-being as individuals.

Service Delivery and Quality: Our service delivery is driven by a highly refined strategy for measuring quality and results. Kelly adheres to established infrastructure and processes that ensure consistent delivery of high-quality service.

Financial Strength and Stability: Kelly is one of the most stable and financially sound partners in our industry, with a strong balance sheet that can readily support UC's needs and objectives as they evolve.

Leadership and Management Team: Our management team comprises one of the most stable and seasoned groups of professionals in the staffing industry today. Kelly's leadership embodies a superior breadth and depth of expertise across commercial, professional, and technical staffing lines as well as extensive outsourcing and consulting services.

Strategic Partnership: Kelly offers strategic insight as an HR solutions expert as well as a staffing provider. We bring best practices and industry knowledge to advance your temporary staffing program.

Recruiting, Retention, and Training: As an employer of choice, Kelly retains the best employees and we invest in their success. By knowing and respecting the needs of workers who choose flexible work, we provide them with top employment and career development opportunities across many fields.

Geographic Coverage: Kelly presents a single-source solution for your staffing needs across the US. We are international in scope, but with established local operations run by market professionals.

Breadth of Services: Kelly offers full-service capabilities including a broad range of temporary and full-time staffing solutions complemented by a broad range of outsourcing and consulting services.

eSolutions: Kelly has on-line solutions for order placement, timekeeping, and reporting available for UC. We combine people, processes, and technology to increase the efficiency of our operations and our clients' programs.

Name Recognition: Based on a survey by CareerBuilder and Inavero Institute for Service, Kelly has greater aided name awareness in the industry than any competitor—the best known name in staffing. For UC this means we can attract and engage talent more effectively than our competitors.

15 Has your organization experienced recent merger or acquisition activity, or has any such pending activity been publicly disclosed? If so, please describe, specifically addressing any reorganization or operational changes that would affect your product or services.

Kelly uses small acquisitions and joint ventures to enter new countries, expand operations, or access new business or service lines—only when they present a good fit with Kelly’s culture, philosophy, and management structure. Similarly, any divestitures are used to refocus our operations and resources where we can have the most impact. Our most recent organizational changes include the acquisition of Insight as described below:

- 2020: Kelly Acquired **Greenwood/Asher & Associates**, a premier specialty education executive search firm based in Miramar Beach, Florida. It’s a bold, strategic move that further expands Kelly’s leadership position beyond K-12 and deeper into the higher education space.
- 2020: Acquired **Insight**, an education service staffing company, further expanding Kelly’s leadership position in the education workforce solutions industry.
- 2019: Announced two acquisitions: **Global Technology Associates, LLC (GTA)**, a leading provider of engineering, technology and business consulting solutions and services in the telecommunication industry; and **NextGen Global Resources, LLC (NextGen)**, a leading provider of telecommunications, wireless and connected technology staffing solutions in the U.S. Both companies provide services to the largest carriers and OEMs in the telecommunication industry, and the acquisitions position Kelly as one of the largest engineering workforce solutions companies in the fast-growing 5G technology space.

16 Are there any recent or anticipated changes in your organizational structure (e.g. key personnel, consolidation of operations, new service centers) that would impact UC. Please include project plan and timeline where applicable.

Kelly does not anticipate any changes that will impact UC.

17 Do you anticipate any changes (either replacement or enhancements) in your claim, member services, or other key systems in 2021, 2022, or 2023 that would impact UC? If yes, when will this take place and how will the transition be handled?

Kelly does not anticipate any changes that will impact UC.



2. Sustainability Questions

- 1 Is your company certified in the State of California or other U.S. State as a SBE, DBE, WBE, MBE, VBE, or DVBE (use the table attached for UC-accepted qualifications)? If yes, expand..**

No.

- 2 Do you have a Corporate Social Responsibility (CSR) statement/policy/code of conduct or equivalent? If yes, provide an information link. If not publicly available, provide a copy with your response.**

Yes, our Sustainability Report (formerly Corporate Social Responsibility) is located at:
<https://www.kellyservices.com/global/about-us/corporate-sustainability/>

- 3 Describe in general terms how your company supports your local community and regional businesses and markets, along with your focus on diversity in your staffing to strengthen opportunities for women, minority, veterans and the disabled.**

Kelly partners with organizations in the communities where we live and work to improve lives and society as a whole, by engaging in community service and philanthropy. Examples include:

Charitable Causes: Our world headquarters location supports a number of charitable organizations, including United Way, March of Dimes, Haven (a comprehensive program for victims of domestic or sexual assault), and the Susan G. Koman Race for the Cure. Our fundraising efforts include direct donations, raffles, auctions, and other activities to encourage and support giving. In addition, we encourage all Kelly locations and branches to support their local communities, and many become very involved in local charities. Employee participation is voluntary, with every branch free to identify local organizations to support by volunteering time and talent and/or organizing different fundraising activities.

Kelly Relief Fund: The Kelly Relief Fund provides financial assistance to active employees who have been impacted by natural or man-made disasters around the world. Recipients receive tax-free grants, with amounts determined by need and the nature of the related disaster. The fund is sustained through generous contributions from both our full-time employees and Kelly. All grants are tax-free under Section 501(c)(3) of the Internal Revenue Code.

Volunteerism: We know that our employees have interests and causes that are particularly important to them on a personal level. As part of Kelly's commitment to being active in our communities, we offer our U.S. headquarters and field employees up to eight hours of paid time off for their personal volunteering efforts. Similar programs are in place at many offices around the world.

Building Future Talent outreach: To help young people prepare themselves for future careers, Kelly Services has created a Building Future Talent outreach approach to partner with a variety of organizations, giving of our time and talent to support youth programs, including the National Academy Foundation, the Recruitment and Employment Confederation's Youth Employment Charter (UK), Junior Achievement Job Shadow Day, Winning Futures and Nuts, Bolts & Thingamajigs® non-profit organizations, among others.

Supporting California

While the Covid-19 pandemic has significantly limited our ability to support others, our California teams remain committed to serving their local communities. Kelly offers our U.S. headquarters and field employees up to eight hours of paid time off for their personal volunteering efforts.

In past years, we have:

- Sponsored UCANR (University of California Agriculture and Natural Resources) Hackathon
- Sponsored breast cancer 4k runs
- Sponsored or participated in a wide range of Chamber of Commerce events for individual cities in the Bay Area, Sacramento
- Had a partnership with Dress for Success where we held clothing drives local to the greater Southern California area residents needing work attire. Many of our full-time employees gathered at the Dress for Success warehouse and sorted clothes
- Participated in Red Cross Blood Drives
- Supported the Children's Hospital of Orange County's Walk in the Park

Equity at Work – Focus on Diversity

Several barriers exist across society that make it hard (or even impossible) for people to attain enriching work, reach their full potential, and, ultimately, thrive. Rarely challenged, these obstacles—such as biases toward four-year degree requirements, not considering candidates with a criminal history, and many others—leave capable people excluded.

At Kelly, we won't rest until more barriers to workforce entry and advancement are undone. The result? A more inclusive workforce where brighter futures are widespread. This commitment requires long-term grit, new thinking, strong partnerships, and bold action. We begin with a focus on the following barriers and specific action steps to address each one.



Education and credentialing: Why is a bachelor's degree a primary requirement for most jobs? Are alternative credentials equally valued (such as on-the-job experience, assessments, and certifications)?

- We're refocusing our internal recruitment efforts around experience and skills, instead of degree credentials, for our Kelly team members.
- We've engaged with the Detroit Regional Talent Compact—working with community, business, and academic leaders to improve our region's access to post high-school educational credentials, and to reduce equity gaps.
- We're working in the education field on Pathway to Teaching. It's a program that provides diverse candidates a pathway to participate in on-the-job credentialing, and the opportunity to secure a career in the classroom.
- Kelly has also benefited from the expertise of Lumina Foundation and their focus on opening equitable pathways to work through education.

Criminal history: Why can't those with non-violent/non-relevant criminal history be given a second chance to play a contributing role in the workplace?

- We realize blanket bans on criminal history don't work, and we're continuing our efforts around individualized criminal background assessments—opening more opportunities to those who deserve a second chance.
- We've removed criminal history detail from our internal employment application.
- We're working on a partnership with the Society of Human Resource Management (SHRM) Foundation to bring the topic of workplace inclusion and criminal history barriers to the forefront of HR.

Outdated legal protections: Which minority and diverse groups are left unprotected by outdated legislation or regulations? What can we do to provide equal employment opportunities—even when the law doesn't require us to?

- Our CEO, Peter Quigley, signed the CEO Action for Diversity & Inclusion™ pledge, confirming our commitment to advance diversity and inclusion in the workplace.
- We're using technology across our job posting language to facilitate equitable, inclusive terminology.
- We've formed a global Inclusion Council and Kelly affinity groups for Black, LatinX, LGBTQ, women, and millennial employees.
- Kelly has joined several local organizations to back the LGBTQ civil rights initiative in Michigan, aimed at amending the state's anti-discrimination law.

Our commitment is clear. We're dedicated to building a more inclusive workforce. One where equitable access to work and growth for those who seek it is a reality, not a distant target. And we understand that simply participating in the dialogue isn't enough.



4 Describe specifically how your company will incorporate environmentally conscious business practices into the delivery of the requested services of this project.

Kelly is committed to its responsibility to protect and maintain our planet for future generations. We strive to keep our ecological footprint to a minimum and promote internal environmental initiatives in order to promote a culture of preservation, conservation, and waste reduction.

Key milestones and figures



Between 2007 and 2019, we have reduced our corporate campus buildings' carbon footprint by 39.89%.



We purchased 3,687 square yards of carbon-neutral flooring for our HQ campus. This will result in the reduction of 32 metric tons of CO₂ in our atmosphere.



Since 2007, the energy consumption in our corporate campus has decreased 16.05%. Energy consumption in the Kirts building decreased 48.06%, in the Lindsey Center 16.41%, and in our HQ, 84.05%.



Scope 1 emissions: 771 metric tons of CO₂



Scope 2 emissions: 5,762 metric tons of CO₂



Scope 3 emissions: 2,747.07 metric tons of CO₂ from air travel and 2.07 metric tons of CO₂ from rail travel.



We launched the Rocketrip Travel Rewards Program to promote smart business travel decisions and reduce Scope 3 greenhouse gas (GHG) emissions.



The Shred-it program recycled more than 275,900 lbs. of paper. This is equivalent to saving 2,357.72 trees. This program has contributed to saving approximately 1,810,550 gallons of water in 2019.



5,750 electronic items were properly recycled, representing approximately 37,997 pounds of electric waste.



Our Absolute Zero program recorded the lowest recordable incident rate in our history.



Kelly received the Gold Standard for Safety Excellence.

5 What percentage of your company's owned and operated facilities are certified to the LEED green building rating system?

Kelly currently leases all buildings and offices spaces, therefore we do not own any LEED certified buildings. However, Our Director of Corporate Facilities is a Leadership in Energy and Environmental Design (LEED) Accredited Professional, as designated by the Green Building Certification Institute.

For more information on Kelly's environmental sustainability efforts, please see our sustainability report in the "About Us" section of our website at www.kellyservices.com

Environmental recognition:

- **The Outstanding Building of the Year (TOBY) Award 2019:** Presented by the Building Owners and Managers Association of Metro Detroit (BOMA), the TOBY award recognizes quality in office buildings, rewarding excellence in office building management—taking energy consumption data, as well as environmental, regulatory, sustainability, ENERGY STAR® ratings, and waste programs into account. In 2019, we received the award for the Lindsey Centre Building in the "Corporate Facility under 100,000 Sq. Ft." category.
- **National Air Filtration Association:** Kelly was awarded the Clean Air Award for 2017-2019 at our Annex and Headquarters buildings.



6 Describe how your company assures the team members assigned to support UC Agreements reflect the diversity of UC and California.

Kelly's Commitment to Inclusion and Diversity

At Kelly, our team is driven to connect people to work in ways that enrich their lives. As a global talent company, inclusion and diversity is critical to our success. With more than half a million employees globally, we place a premium on creating a culture of inclusion in order to attract, retain, and develop talent to achieve our Noble Purpose. We embrace diversity and strive to provide equitable opportunities for all our employees, who reflect the regions, industries, and clients that we serve globally. We continuously work to increase the diversity of representation across our communities, including gender, race and ethnicity, sexual orientation, veteran status, people with disabilities, and generations.

Our commitment to inclusion and belonging enables us to build a culture where all employees feel welcomed, respected, and valued. We strive to build a workplace where all employees are inspired to share and learn from the diverse perspectives and unique backgrounds of each other to promote greater innovation and enhanced business outcomes.

Kelly Ensures Inclusion and Diversity with Recruiters

Within our staffing division, recruiters are often the first touchpoint talent has with Kelly – recruiting is the talent engine for the organization. Recruiters play an important role in diverse talent's experience & help drive Kelly's diversity strategy by identifying, attracting & presenting diverse talent to business leaders & hiring managers. Putting talent first is a key component of Kelly's operating model and talent acquisition, and aligns with our Noble Purpose to connect people to work in ways that enrich their lives.

Kelly continuously refines our recruiting approach. In January 2020, we launched a new enterprise-wide sourcing plan that focuses on sourcing and recruiting diverse talent segments for a recruiter's first 100 days. The goal is to create a sustainable diverse recruiting strategy that's embedded into the recruiting team's workflow. The recruiters are provided with a training toolkit that includes a video series & either self or instructor-led diversity training. In addition to training, they are provided tools, tactics & sources for diverse talent. We've provided the foundation to create a sustainable diverse recruiting strategy that's embedded into the recruiting team's workflow.

Training

Scheduled diversity & inclusion sourcing training is tracked as a component of recruiter performance metrics. Training is conducted through a combination of video and instructor-led sessions covering:

- Learn more about DE&I: Diversity Equity & Inclusion video series
- Diversity Recruiting Training: Access the LinkedIn Learning Center & complete the Diversity Recruiting Training
- Diverse Candidate Sources: List of Sources for Ethnically Diverse Talent
- Unconscious Bias: Recognizing and Overcoming Our Own Bias

Tools

The following technology tools are used to source diverse talent & help mitigate bias in the sourcing & screening phase of the recruiting cycle.

- **Textio:** A writing augmentation tool that uses AI technology, hiring and language data insights to create tailored recruiting ads and job descriptions for targeted diverse audiences.
- **Predictive Index Behavioral Assessment:** An untimed, free-choice, stimulus-response tool that measures a person's motivating drives and needs.
- **TalentNeuron:** A market intelligence tool that provides you the most comprehensive source of global talent demand and supply data, predictive analytics and insights into real-time job market, location, and competitive intelligence to help you make smarter talent planning and recruiting decisions.
- **Google Chrome:** Extensions, plug-ins, searches
- **Social Media**

Tactics

Recruiters have access to a database of diverse groups & organizations. Talent Strategies researches & updates the database, along with sourcing sites. We offer a variety of specialized programs to promote talent and address the unique needs and capabilities of the disabled, minority groups, women entrepreneurs, military members and their families, young people, and the semi-retired.

- | | |
|--|------------------------------|
| • Social Media groups | • US Military Pipeline |
| • HBCUs (national list) | • Hero2Hired Program |
| • Diverse groups & organizations (national list) | • Kelly Disabilities Network |
| • Kelly Veteran Employment and Transition Services | • On My Own |
| | • Best Buddy's Program |

Change: Turning Information into Action

The behavioral approach to diversity & inclusion is based on a simple premise: **Behave until you believe**. There is often a gap from information to intention to action. We tend to seek what is comfortable and familiar, especially when faced with stressful situations, e.g. challenging roles, high requisition loads, & demanding stakeholders. We create and sustain change through the following acts: **awareness, take action, start small, and be consistent**.

Recruiting and Hiring Practices: Inclusivity and Diversity

Kelly uses a supply and demand approach to the talent pipeline that allows us to identify trends and forecast talent availability by geography, job type, or demographic, helping our customers find the talent they need. It also provides the foundation for setting realistic recruiting and engagement strategies based on the available talent pools. Using this supply and demand data, Kelly develops tailored diversity recruitment action plans that include building relationships with specific local or regional organizations that support diverse talent to share job opportunities via postings or recruitment events. These efforts involve genuine relationship building and collaborative efforts by Kelly that align with the recruitment and talent priorities of our customers. Combining our community-based efforts with robust recruiting tools and infrastructure allow us to filter and analyze the market to determine how to engage the exact talent our customers need today and prepare for their needs in the future.

Our ability to attract the best talent is directly related to the experience candidates have working with us. For that reason, we concentrate heavily on ensuring that candidates have a positive and rewarding experience engaging with Kelly. An integral part of that is myKelly Jobs, our customized job search website that gives active job seekers access to thousands of employment opportunities. Kelly recruiters post open positions online and have them automatically pushed out to other career sites and news groups such as Indeed and Simply Hired. Candidates can create account profiles unique to their career, location, and work style preferences, and then set up job alerts to notify them about job opportunities that match their profiles as new jobs are posted.

MyKelly Jobs allows us to leverage other web-based tools to expand our reach even further into the diverse population of active or passive job seekers. For example, we utilize the Career Builder website through myKelly Jobs to connect with their established network of web-based diversity networking groups and sites. Kelly also has a dynamic relationship with the DirectEmployers Association, a nonprofit HR consortium of leading global employers formed to improve labor market efficiency through the sharing of best practices, research and technology. A primary goal of this association is to deliver job opportunities to the influencers of job seekers (e.g., government, education and community partners) to increase the ability to reach job seekers. This partnership affords us unique opportunities to build strong partnerships with vendors who serve the online recruiting industry, including a number of diversity job boards, universities, and Veteran recruitment sites.

**We connect people to work
that enriches their lives.
It makes us pretty happy too.**

myKelly Jobs and our established diversity recruiting structure allow us to reach varied candidate populations that collectively enhance our talent pool. Multi-generational recruitment efforts bring in the talents and skills of younger workers or those who are well established in their careers, allowing our clients to capitalize on a broad cross-section of talent. Partnerships with the Veteran and Armed Forces communities represent a diverse population of talent that would be an asset to any hiring organization---Active-duty military is comprised of approximately 21% women, 21% African-American, 12% Hispanic, and 10% from other diverse groups. Social media and outreach efforts, such as community mentoring activities and engagement with targeted organizations, give Kelly a broad reach to attract the best employees regardless of their demographics.

7 Does your company responsibly dispose of IT hardware and equipment at the end of its useful life (i.e., through an e-Steward certified recycling partner)? If yes, describe disposal methods.

Yes. Kelly manages its waste generation by implementing recycling initiatives from our operations and electronic equipment (e-waste), in order to improve efficiency and reduce operating costs.

The creation of a recycling center at our corporate campus has guaranteed the final environmental disposition of electronic items. We have collected old phones, batteries, cables, PCs, laptops, and other electronic items, following stewardship standards for responsible e-waste management. In partnership with vendors, Kelly has implemented standardized procedures for proper separation and recycling of IT assets and equipment. Vendors are responsible for deleting information from machines in order to remarket the devices or ensure the final environmentally friendly disposal of assets and all their components. We also work with our vendor, Staples, to reuse and guarantee the final disposition of toner cartridges from printers and copiers in our office buildings. This program has recycled more than 5,750 items, representing approximately 37,997 pounds of electronic waste.

8 Describe your company's efforts to reduce copier and printer paper use when providing service deliverables and for general operations.

In our corporate campus, we implemented the Shred-it program **to recycle more than 517,300 lbs. of paper in 2019. This is equivalent to saving 4,420 trees.** We intend to use resource-efficient workplaces that can help us to reduce our ecological footprint and waste generation. We also have implemented responsible procurement guidelines to acquire and use our office products made from 100-percent recycled content and environmentally friendly materials.

9 Does your company provide subsidized public transportation options for all employees, as well as incentivize and facilitate employee participation in other alternative forms of work commutingsuch as membership in bike-shares, free bicycle parking and shower/locker facilities, etc?

Kelly is proud to offer **Commuter Benefits.** These benefits allow employees to set aside money through pre-tax deductions to pay for qualified workplace mass transit and parking. This is available to all employees immediately upon hire.

3. National Capabilities

1 What are your channels for sourcing contractors?

Our recruiters will design focused sourcing strategies specifically for UC by analyzing workforce trends and supply and demand to attract the best talent for your IT roles, allowing us to build proactive candidate pipelines. Our consistent approach is perfect for efficiently filling positions with qualified candidates.

Blending Technology and Tradition

Once we have a clear understanding of your environment and the types of candidates you need, we use both traditional sourcing methods and highly specialized technology and tools to position UC in front of your target audience. We cast a wide net for engaging talent by focusing on a mix of recruiting channels including relevant online and social media venues.

Traditional recruiting methods

Kelly takes advantage of the following “traditional” recruiting methods:

- Leveraging job boards and access to resume searches
- Print and other traditional media advertising
- Candidate referral programs
- Individual networking and cold calling
- Hiring events held by partners, online providers, and local organizations
- Outreach initiatives to local and regional community-based organizations
- Relationships with schools, colleges, and universities that provide venues to speak with students
- Strategic partnerships with key organizations such as the National Association of Colleges and Employers (NACE), Military Spouse Employment Partnership, and the Urban League, among others

Traditional recruiting methods remain effective for many candidates, however Kelly has a full suite of recruiting tools and techniques designed to expand our reach into the candidate marketplace. These include:

- **Social Media Strategies:** It is no secret that most people today communicate, research, and socialize online. Our presence on sites like Facebook, LinkedIn, YouTube, Pinterest, and Twitter allow us to connect with candidates via methods most likely to engage them. Our applicant tracking system allows us to access hundreds of websites with a single click to get your roles in front of candidates. We also partner with target organizations to drive candidate traffic by directly linking their websites to ours.
- **Specialized Recruiting Destinations.** Using our applicant tracking system, our recruiters access hundreds of online channels including popular niche communities that target diverse, former military, multigenerational and mature workers. Kelly has created several specialty websites intended to connect with specific groups of candidates in their own voice, providing meaningful and relevant information upon our first contact with each group. We also sponsor targeted programs where members of specialty organizations can connect directly to our website from their own.



- **Social Referral Tool/Mobile Application.** Our Facebook referral tool automatically creates Facebook job postings targeted to reach qualified candidates using profile data. Recruiters post jobs and receive applications on mobile devices, and job seekers can set up mobile search filters/e-mail alerts and easily apply.

- **Virtual Career Fairs:** We bring recruiting events directly to job seekers, no matter where they are. When done virtually, job fairs provide flexibility for candidates to gather more information or apply for a job in a friendly environment that works with their schedule. Our flexible platform paired with smart event promotion allows us to deliver highly targeted events for groups like the military, college students, STEM fields, etc.



- **Search Engine Marketing:** Google, Bing, and other search engines are popular with job seekers. To capitalize on this trend, we optimized our website to appear in organic key word searches and have invested heavily in key terms that prioritize our website in candidate searches.



- **Strategic Partnerships:** Strategic partnerships with key organizations expand our reach to targeted talent groups, such as the U.S. Army Reserve Employer Partnership Initiative, Military Spouse Employment Partnership, and the National Association of Colleges and Employers, among others.

- **Kelly Mobile Branch:** The Kelly Mobile Branches are our latest innovation to expand our reach. We designed these vehicles to support on-the-go recruiting at hiring and engagement events at targeted colleges, universities, or community events. From direct interaction with candidates to on-the-spot applications, our mobile branches allow us to go where the candidates are and create excitement.



- **Supply and Demand Analytics:** To create purposeful sourcing strategies, our custom analytics portal allows us to track what types of candidates are available, assess demand for those skill sets, and determine where concentrations of those skill sets are found. This allows us to target our recruiting efforts to your advantage.

- **myKelly Jobs:** Our ability to attract the best talent is directly related to the experience candidates have working with us. For that reason, we concentrate heavily on ensuring that candidates have a positive and rewarding experience engaging with Kelly. An integral part of that experience is the myKelly Jobs, a customized job search website that gives active job seekers access to thousands of employment opportunities. Kelly recruiters post open positions online and have them automatically pushed out to other career sites and news groups such as Indeed and Simply Hired. Candidates can create account profiles unique to their career, location, and work style preferences, and then set up job alerts to notify them about job opportunities that match their profiles as new jobs are posted.

- **Targeted Talent Pools:** Retirees and alumni can be important sources of quality talent. We've worked with organizations to engage their retirees or alumni through informational meetings, messages through UC channels (email blasts, messages on company mailers, etc.) or through virtual career fairs. You know them, they know you, and the organization benefits from retaining that experience. Why not try exclusive events for current employees, alumni, and employee referrals? We can help you build a community and culture of growth from within.

A one-size-fits-all approach to sourcing does not succeed in attracting niche candidates with professional and technical skill sets in highly specialized areas. For that reason, we employ an experts-hiring-experts model to drive our success---and choosing the right experts are key to that success. Our professional and technical client needs are sourced by recruiting specialists with real-world experience in their respective fields. Unlike recruiters at many staffing companies, ours all have extensive professional backgrounds and an in-depth knowledge of the issues and drivers of these candidate populations---they ‘talk the talk’ of these industries and can relate to the career aspirations of these candidates.

Recruiting for Highly Specialized Roles

Our experts have the familiarity needed to appreciate the unique challenges UC faces in recruiting for your specific needs, as well as the perspective required to leverage the career interests and goals of candidates who work in that arena. By analyzing supply and demand metrics locally and nationally, we are able to locate specific talent where they reside so we can target candidates where we are most likely to find them. Our specialized recruiting strategies employ a variety of relationship-building techniques, including:

- **Niche networking:** We invite targeted candidates to attend educational sessions on topical subjects in their fields of interest, enabling our recruiters to network. We also send e-mails encouraging them to apply to job postings online, and alert them to various job fairs and academic events.
- **Designation of A-list candidates:** We designate candidates with high-end and difficult-to-find skills as A-list prospects, and then maintain regular contact with them to keep them engaged with Kelly, assess their skills, manage their hiring process, and network with them.
- **Centralized Sourcing:** We can quickly create pools of candidates for each new opening and build pipelines of candidates for future openings through our team of centralized sourcing specialists. This sourcing team posts jobs, reviews Internet applications, makes preliminary contact with job seekers, and mines resume databases to provide recruiters with a steady flow of qualified candidates. As a result, recruiters have more time to focus on contacting and interviewing pre-screened candidates, allowing them to fill jobs more quickly.
- **Talent Network:** Our online communities of like-minded industry professionals give candidates access to career opportunities that are targeted to job seekers with specific skill sets.
- **Cultivation of career management:** We provide exceptional benefits and career life-cycle opportunities to sustain an employee base that remain with Kelly year after year to work with prestigious clients that attract top professional and technical talent.
- **Participation in industry events:** Our professional and technical business units are represented at events and trade shows for a wide variety of the niche industries we serve.
- **Intern programs:** Several of our professional and technical business units work with interns from colleges and universities that have leading programs in their respective fields, giving us a simple and cost-effective way to recruit tomorrow’s top performers today.

Recruiting talent for special positions requires a specialized approach. In today’s competitive market, “post a job and wait” strategies for recruiting talent do not work. You need a strong proactive approach to reach the highest quality candidates. When you select Kelly as your workforce solutions provider, the staffing strategy we develop for UC will employ a variety of techniques proven to deliver candidates with the specialized professional and technical skill sets you need.

2 What is your bench size? Strengths? Depth?

We employ a proactive recruiting approach to prepare for UC's needs and ensure we fulfill your orders in a timely manner. In our proactive recruiting model, we have worked with UC to identify the top skill sets you require most frequently. We then proactively targeted our recruiting efforts to reach this specific candidate pool.

Our goal is to have pipelines of 2 to 3 times the average number of candidates needed each day ready for placement at UC at all times. Our teams maintain contact with our pipelined candidates to ensure ongoing availability and backfill our pipelines as candidates are placed on assignment or are no longer available. As we identify candidates, we invite them to complete our hiring process. Those who successfully complete the process and meet your criteria from both a hard and soft skill perspective create a pipeline of candidates that can be leveraged as your needs arise. This enables us to quickly fill your positions with qualified candidates, presenting a clear differentiator from the more reactive recruiting approach utilized by our competition.

In addition to this candidate pipeline, our virtual bench of candidates include Kelly employees who have recently completed similar assignments and employees whose assignment end dates are approaching. This virtual bench model allows Kelly to have a qualified set of potential candidates available prior to receiving an order from UC.

3 What IT roles and skills do you offer not listed in the Pricing Template?

We cover a wide variety of roles in Application Development, Cyber Security, Data Analytics, Compliance, ERP and Digital Transformation. We have also helped to assist with roles within Drupal specifically for the University of California.

4 What is your resume screening process?

Upon receiving a request for an IT employee from UC, a Kelly IT recruiter will match the criteria of your request to that of candidates currently available. Decisive factors such as the following will be considered:

- Skills
- Experience
- Education
- Location
- Salary requirements

We maintain a talent pipeline of A-list candidates, and will often interview and qualify candidates prior to receiving an order for which they are qualified. Each candidate is pre-screened over the phone and may also be interviewed in person (currently virtual) depending on timing, skill set, and logistics. Details gathered during the interview are used to match the candidate, and that match is confirmed with each candidate prior to submittal.

5 Omnia Partners in partnership with the University of California to competitively bid and award contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. This means the best pricing for both small and large buyers.

6 Is your agency currently under contract with a national cooperative purchasing program? If so, with who?

We are currently approved vendors with two purchasing cooperatives:

- Purchasing Cooperative of America (PCA) – contract #OD-310-20
- The Interlocal Purchasing System (TIPS) – contract #200703

7 A primary goal of any cooperative purchasing program is to increase awareness of their contract offerings to all eligible end users. A key role in the cooperative is to facilitate a connection between their suppliers and all potential end users. One of the main objectives of this RFP, is to develop a national program that allows 90,000 government agencies access to the contract while creating a best in class solution for the UC. Do you have any questions with regards to the process and implementation of the national program?

We do not have any additional questions at this time.



4. Technology

1 Does your agency currently use Vendor Management Software (VMS) to identify potential candidates to fill current UC positions?

Kelly is not currently using a VMS to identify potential candidates for UC, however we do have this capability.

While Kelly's suite of electronic tools provides online ordering, timekeeping, and reporting for staffing programs, Kelly recommends exploring the benefits of enhanced ordering and timekeeping processes through the deployment of a Vendor Management System (VMS). Advantages of a VMS include:

- Online ordering and candidate review
- Access to real-time reporting at your desktop
- Customizable user dashboards for reviewing and managing your contingent labor program
- Scalability and flexibility for future expansion
- Electronic connection to secondary suppliers for order distribution and candidate submission

At the outset, this technology will allow us to efficiently process orders, collect data on your contingent labor usage, manage to agreed upon rates, and develop reports. Our online timekeeping system is coupled into the same VMS ordering platform and infrastructure, to keep all UC's ordering and spend data in one place or we can process feeds from your existing timekeeping system. As your program expands to use a VMS, you gain increased access to data that offers enterprise-wide analytics to help you assess your overall usage and strategy for contingent labor. For most companies, contingent labor spend is a substantial operating expense. Gaining insight into key program metrics can help you make business decisions based on hard data that can have significant impact on your operations.

Managers can continue to place orders via phone or email for their staffing needs. For those managers who would welcome an online option, this technology will allow for your end users to efficiently place their orders online anytime from any PC with an internet connection. This technology also allows managers to review submitted candidates and resumes online. We find that many managers prefer to access candidate information online, and this functionality will be available should UC managers wish to take advantage of this time saver. For your tech-savvy managers, the functionality of our VMS will give them more hands-on management throughout the staffing lifecycle.

2 Provide your available ordering methods (i.e., online ordering, order tracking, search options, order history).

Kelly has established processes for working with UC to review and develop your orders, assign temporary employees, and assess the quality of our performance. These are standard operational procedures we use across our branch and on-site network to ensure that applicants meet UC's job requirements and preferences.

To meet our client's criteria for temporary workers, we start with a defined order development process that comprises the activities needed to receive UC orders, then identify, document, and review your assignment requirements. We customize our order development process to meet your needs—**whether through our eOrder system for electronic ordering or via email, phone, or fax.**

3 How are requisitions created? Can templates or existing requisitions be used?

A Kelly Technology representative works with UC's hiring managers to compile thorough job descriptions and determine appropriate pay rates. We have developed order development guides for each skill category that ask both general and job-related questions to solicit very specific detail about your needs. The resulting information helps our recruiters match a temporary employee's skills and experience to your precise needs.

We enter all your assignment information into our proprietary front-office system, used to record any UC-specific requirements—such as your safety requirements, timekeeping practices, or drug and background screening. The application uses an automated process to verify compliance to your requirements.

Kelly eOrder

If UC opts not to use a VMS, Kelly eOrder is an order management system that will allow UC to place orders, approve orders, and check order status at any time via the web. While many electronic orders received by other staffing suppliers have to be retyped or manually routed for fulfillment, Kelly eOrder integrates with our enterprise-wide front office system to provide efficient, real-time distribution of your orders to Kelly branches.

Key features of Kelly eOrder include:

- Secure Web site supported and maintained by Kelly
- Customization to include information that you want to appear on your invoice
- Use of UC-specific job titles and job descriptions
- Required skills and education levels submitted with each order
- Toll-free product support
- Self-paced customer training available online

Kelly eOrder provides your organization with a streamlined process for acquiring Kelly staffing services while reducing the administrative burden on UC hiring managers. Hiring managers can order with just a few clicks of the mouse using predefined templates for their most requested assignments. In the event there is a unique request, they can create a new order by easily populating the work location, job description, start/end date, and any supplemental billing requirements online. We can also create an order approval process in the order flow for a single level approval.

4 How does the agency handle on-boarding and off-boarding activities?

Candidate care is fundamental to Kelly's ongoing success, and we cultivate positive relationships with our employees beginning with our hiring process. We evaluate each candidate's ability, skills, experience, work history, and adaptability to UC's environment to verify that every employee meets our standards and will thrive in your environment.



Employee Onboarding

Every Kelly Technology recruiter follows our established screening processes as a standard operating procedure, documenting the required information in our front-office system for procedural consistency and tracking. Our selection and hiring process includes:

- Pre-screening to assess initial fit
- An in-depth interview
- Skills testing (if applicable)
- Reference checks
- Hiring paperwork, including employment eligibility through E-Verify
- UC-specific screening—such as for drug screening and background checks—included as requested

An overview of Kelly's hiring process flow is outlined below:

- **Candidate Pre-Qualification:** Initial screening questions determine if candidates have the skills required to move forward in the process based on UC requirements and their own availability and work preferences.
- **Candidate Assessment:** A **personal interview** with a Kelly Technology recruiter further explores the candidate's qualifications, skills, experience, interest, availability, and pay requirements. Kelly uses behavioral interviewing techniques to identify how a candidate's past experiences relate to the current role.
- **Testing:** Administered when applicable to verify the candidates' abilities in relation to the required job skills.
- **Registration:** Completion of application materials and release forms for background screening and reference checks allow us to finalize the applicant's hiring process. This also include completion of conditional offer forms such as the W-4, any state or local forms, UC-specific forms or releases, and the I-9 employment eligibility process.
- **Reference checks:** Verifications of employment, education, certifications, licenses, or credentials are completed during this stage of the process upon completion of appropriate releases by the candidate.

Orientation

- Prior to assignment, all employees complete an orientation process which can include UC-specific topics and information. All employees receive and review Kelly's Employee Handbook and acknowledge their understanding of the content, including information such as Kelly's Commitment to Quality and policies on Safety, Equal Employment Opportunity, Drug Free Workplace, Harassment, Weapons, and Workplace Violence.
- Orientation can include UC and/or service line-specific training and/or orientation materials, such as directions to the facility, work hours, dress code, absence notification procedures safety/security process, etc.

74 Years as the leading staffing provider, managed services provider, global workforce solutions network. We serve 90% of Fortune 100™ companies, helping people adopt new ways of thinking, embracing the value of all work styles. And while we are proud to be named #3 on Forbes Best Professional Recruiting Firm, we are always thinking...

what's next.

Employee Offboarding

At the completion of an assignment, Kelly will inform the employee of their assignment end date. The On-Site supervisor will collect badges, PPE, and any items issued by UC. Kelly will also conduct exit interviews with our employees upon UC's request, to assess and remedy turnover issues, monitor employee concerns, and gather data for your business reviews.

We will conduct a Closing Quality Control call at the end of each assignment to review your level of satisfaction—both with the employee's performance and with Kelly in general. We will also ask whether you would utilize the temporary employee again if given another opportunity.

5 How does your system rate candidates for a UC need?

We enter all UC assignment information into our proprietary front-office system, used to record any specific requirements such as your safety requirements, timekeeping practices, or drug and background screening . The application uses an automated process to verify compliance to your requirements

Our goal for placement of any employee is to identify the right resource who is the best match for UC assignments. We discuss assignment details with potential employees to obtain a commitment to the position, including the job description, required skills, environment, and success factors. We spend time up front with the employee to verify their understanding of the role prior to submitting them for consideration to UC leading to greater client and candidate satisfaction.

When our recruiters have identified the best fit candidate(s), we complete our hiring process and orientation process, updating UC on our progress. We will have regular interactions with the hiring manager to apprise them of the status of their orders and verify we can meet their expected arrival date. We can also coordinate interviews with the hiring managers prior to assignment if required.

6 Do you pay for technology training required for your resources?

Kelly offers several training options at no cost to the employee. There are some courses that have a small cost associated.

Kelly has a long history of designing and delivering effective training and development programs to enhance our employees' productivity, job satisfaction, and loyalty. We offer this training through the Kelly Learning Center (KLC) ---our online training and career development portal which is accessible to both Kelly corporate and temporary employees. Training through the KLC enhances employees' skills and helps them succeed in our rapidly changing economy.

The KLC is available 24 hours a day, 365 days a year with more than 6,000 interactive, multimedia training courses that combine the latest e-learning technology with Kelly's 74-year heritage of developing a high caliber workforce. Training options include both self-paced and instructor-facilitated courses available to take from any location with a properly configured PC and internet connection. Self-paced courses can be started/stopped as needed to accommodate schedules, and the KLC retains a transcript for each employee.

Online instruction allows employees to take advantage of training anytime, regardless of location, and courses have been translated into various languages to meet the needs of multilingual learners.

- Employees can develop business skills, learn highly technical topics, and improve software application abilities. Courses include: **Enhanced Business-Specific Courses** – Including project management, communications, leadership, and hundreds more skill areas
- **Books 24x7** – Access to more than 55,000 industry-leading ebooks and publications free of charge
- **Desktop Software Courses** – Covering Microsoft Office (Access, Excel, Word, PowerPoint) and more
- **SkillBriefs** – Performance support materials available in each course that employees can print and use on the job
- **Business Impact Series** – Dramatizations of frequently encountered business problems to enhance skills using realistic examples
- **Challenge Series** – Case studies focused on content analysis, problem solving, and decision making
- **Test/Certification Preps** – Courseware and materials and replicas of certification exams to prepare employees, such as Project Management Professional (PMP) and Six Sigma.

7 Can worker bill their time to multiple cost centers, projects and/or tasks?

Yes. Kelly services partners with an industry-leading timekeeping vendor for our robust Kelly Web Time timekeeping solution. Our solution offers a wide variety of functionality, including time collection via the web, smart phone and through a number of different time clock options (punch clocks, biometric scan + camera). The system includes more than 300 options for time and attendance reporting and has electronic time export capabilities to produce time files that can be uploaded into other systems.

Kelly Web Time Overview

Kelly Web Time is our standard method of time collection—an Internet-based timekeeping application that allows temporary employees to enter their hours worked via the Web. UC can also approve or dispute time cards via Kelly Web Time for a fast, efficient process. The system automatically transmits approved time to Kelly's back-office system for the generation of timely, accurate employee payroll and customer invoices. There are more than 300 reports that can be generated through Web Time providing you access to all pertinent data for your program.

Capabilities of Web Time include:

- Entry of daily in/out times, including lunch information
- Calculation of regular hours, overtime, and double-time hours with override ability
- Smart Phone app for time entry and approval available at no cost
- Integration with interactive voice response (IVR) technology to input hours via telephone
- Online approval of weekly hours by designated customer supervisors (with ability to delegate to alternate Approvers as needed)
- Management tools including estimated hours and spend report; missing timesheet report; and historical timesheet search

This user-friendly electronic process can benefit both UC and your managers/supervisors, through:

- An intuitive and easy-to-use tool that requires minimal training
- Flexibility to review temporary employee time card information via the Web
- Reduced disruption in your workday to sign individual time cards at unplanned times throughout the week
- Elimination of legibility issues and misplaced time cards
- Capability to send comments directly to your Kelly contact if you have a question or need to reject an employee's time card
- Improved capacity for business continuity during times of crisis through Web- and IVR-based time submission, processing, and reporting functionality
- A more secure process that inherently limits the prospect of time card fraud
- A paperless system that promotes conservation and environmental protection

UC Timekeeping Systems

Kelly payroll can also accommodate most client-required timekeeping tools. To process time from UC's timekeeping system Kelly will need to receive a report from the system in an Excel-compatible format (.xls, .xlsx, .csv) each week. Other requirements for the file format include the following:

- Time must be shown by day worked and must only show one week's worth of time
- Employee's first and last name must be shown.
- If the employee works multiple shifts/pay rates or cost centers, those shifts/cost centers must have a unique Kelly-issued identifier

We pay our temporary employees each week. To meet our standard payroll process deadline, UC must provide this file by close of business each Monday. We can discuss alternative week-ending dates (if needed) as well as further details on the process, such as lunch/break times, additional cost centers, and shifts, among others.

8 What measures are taken to ensure data security?

Kelly's data security standards and processes include the following technologies: firewalls, network and host based IPS, APT software, encryption, and antivirus software to protect data. Our standard also includes yearly third party external penetration tests, 24/7 MSSP monitoring, weekly (internal) /monthly (third party) vulnerability scans, and third party application penetration/vulnerability testing. These are regularly reviewed to ensure continued compliance with relevant regulatory standards including those within the Sarbanes-Oxley Act and data protection laws globally.



5. Staffing Experience

1 What types of companies do you service, and in what industries or markets?

The types of companies Kelly Technology services includes (but is not limited to) are: Aerospace, Automotive, Financial Services, Food & Beverage, Healthcare, Prek-12 and Higher Education, High Tech, Insurance, Life Sciences, Natural Resources, Retail, State & Local Government, Transportation and Utilities

2 What are the core capabilities of your agency?

Kelly offers a broad range of talent solutions from traditional temporary staffing and direct hire services to a full complement of outsourcing and consulting services.

Temporary Staffing Services:

Kelly Services offers a broad range of talent solutions from temporary staffing to full complement of outsourcing and consulting services. Our services are described below:

Models: Temporary; Temp-to-Perm; Direct Hire; On-site Management, Payroll Service

Direct Hire Services: A Localized recruitment solution for clients seeking support to hire highly qualified, permanent employees. We manage every step of the hiring process, from sourcing and recruiting through interviewing and placement, sparing your staff the time and effort typically invested in this critical function.

Temporary Staffing Services: We offer traditional temporary staffing, temporary-to-hire placement, direct hire, and on-site management across a wide variety of skill sets. Kelly employees work for our customers in a variety of assignments. Last year we filed more than 2.2M assignments across North America for our clients.

Areas of Staffing Expertise:

Information Technology: Supporting your needs for application development, infrastructure management, or end-user support including technicians, network designers, systems analysts, business analysts, or any of the many IT professionals required to keep today's businesses running

Science: The 2nd largest provider of science talent in the U.S., offering scientific professionals with experience levels ranging from entry-level to Ph. D across a broad range of fields including biotechnology, chemical/industrial, diagnostic/medical lab, clinical research, medical device, petrochemical/energy, pharmaceutical, environmental, and food/beverage

Office/Clerical: From administrative assistants to data entry specialists, from accounting and medical clerks, to mortgage and insurance processors, we offer skilled employees to support your office environment

Contact Center: Customer care, help desk, quality assurance, market research, sales, and collections, across multiple channels including inbound/outbound phone, email, or chat

Creative Services: Talented creative professionals, including graphic artists, account executives, copywriters, web designers, media planners, art directors, and more.

Education: Largest provider of educational workforce solutions to school districts nationwide and provider of staffing solutions for colleges and universities, including adjunct professors, clerks, accountants, research assistants, and lab technicians, among others

Electronic Assembly: Highly skilled assemblers, quality control inspectors, technicians, material handlers, etc. for your electronic assembly environment

Light Industrial: A full spectrum of light industrial talent including assemblers, material handlers, forklift operators, and laborers, as well as employees to work in shipping/receiving, production, and more.

Marketing: Support for seminars, trade shows, sales promotions, sampling projects, product demonstrations, and meetings, among others

Engineering: The 4th largest provider of engineering talent in the U.S., offering highly qualified professionals, including designers, drafters, engineering managers, project managers, technicians, supply chain specialists, and more.

Finance and Accounting: From entry-level to senior-level accounting, financial services, and finance professionals

Outsourcing and Consulting Services

We are always thinking about what's next in the evolving world of work to help both client and workers succeed, so we developed KellyOCG (Kelly Outsourcing and Consulting Group) to address the changing complexities of the workplace and bring a different perspective to how organizations think about talent. Offerings include:

- Talent Supply Chain Management
- Managed Services Provider (MSP) Programs (Contingent talent, Direct Sourcing, Independent Contractors, Payroll Services, Statement of Work, Identity Management)
- Recruitment Process Outsourcing (RPO)
- Business & Professional Services (Laboratory Support Services; Engineering Services; Field Services; Manufacturing & Logistics Services; Administrative Services)
- Talent Advisory (Consulting) Services
- Career Transition & Executive Coaching
- KellyConnect (Outsourced Contact Center Solutions)



3 How would you describe your company culture?

Fostering a Culture of Improvement and Collaboration: Because the landscape of talent recruiting is always changing, Kelly recruiters are constantly focused on learning, innovating, and sharing best practices for finding top talent for our clients. To encourage this open communication, we have developed thriving *online recruiter communities* that contribute to personal development, provide access to expert resources, and enable immediate problem solving. We promote knowledge sharing among our recruiters to study current market trends, compare sourcing and retention strategies, and learn from each other. Continuously improving the engagement and performance of our recruiters is essential to providing you top quality performance.

As we reflect on our heritage, we realize the difference we make every day in people's lives. All Kelly employees focus on our purpose to connect people to work in ways that enrich their lives.

Our Vision:

To be the most creative, insightful, and agile talent company, committed to uniting vital talent with great organizations where, together, we thrive.

To provide more insight into who we are as a company, we have outlined our character and values below:

Our Character

We are authentic, the industry founder. We believe in relationships, not transactions. We value teamwork, realizing that we are stronger together than as individuals. We take seriously the promises we make. We are passionate, dedicated and driven to excel. With us it has never been about being the biggest. It has always been about being the best and doing the right thing. At our core, we are a community. Each day we welcome into our community the varied talents of all people who embrace our culture of service, teamwork and integrity. We offer the opportunity to work with the best companies in the world, and to make a difference in the communities in which we live and work.

Our Values

We are judged, collectively and individually, by the return we provide to our shareholders and stakeholders. We choose to provide that return with the following values:

- We are personally responsible for our actions, outcomes, and reputation.
- We build strong relationships and create Kelly advocates for life.
- We own and resolve customer and candidate issues with urgency.
- We treat every customer, employee, and supplier with respect and integrity.
- We continuously seek opportunities to innovate and improve the Kelly experience.

4 What is your mix of employees and contractors? Provide visibility into your "inclusive hiring practices" that focus on avoiding bias in the recruitment process for the staffing you offer to the UC.

Staff ratios need to consider the scope of work of the individual program. Some programs require specific high-touch service or different uses of technology, lending themselves to lower ratios (as low as 1 to 50). Other programs operate at higher ratios where the client culture reflects high adopters of online tools and technology which leads to a more self-service approach to place orders, review resumes, and schedule interviews — all online.

Within our staffing division, recruiters are often the first touchpoint talent has with Kelly – recruiting is the talent engine for the organization. Recruiters play an important role in diverse talent's experience & help drive Kelly's diversity strategy by identifying, attracting & presenting diverse talent to business leaders & hiring managers. Putting talent first is a key component of Kelly's operating model and talent acquisition, and aligns with our Noble Purpose to connect people to work in ways that enrich their lives.

Kelly continuously refines our recruiting approach. In January 2020, we launched a new enterprise-wide sourcing plan that focuses on sourcing and recruiting diverse talent segments for a recruiter's first 100 days. The goal is to create a sustainable diverse recruiting strategy that's embedded into the recruiting team's workflow. The recruiters are provided with a training toolkit that includes a video series & either self or instructor-led diversity training. In addition to training, they are provided tools, tactics & sources for diverse talent. We've provided the foundation to create a sustainable diverse recruiting strategy that's embedded into the recruiting team's workflow.

Training

Scheduled diversity & inclusion sourcing training is tracked as a component of recruiter performance metrics. Training is conducted through a combination of video and instructor-led sessions covering:

- Learn more about DE&I: Diversity Equity & Inclusion video series
- Diversity Recruiting Training: Access the LinkedIn Learning Center & complete the Diversity Recruiting Training
- Diverse Candidate Sources: List of Sources for Ethnically Diverse Talent
- Unconscious Bias: Recognizing and Overcoming Our Own Bias

Tools

The following technology tools are used to source diverse talent & help mitigate bias in the sourcing & screening phase of the recruiting cycle.

- Textio: A writing augmentation tool that uses AI technology, hiring and language data insights to create tailored recruiting ads and job descriptions for targeted diverse audiences.
- Predictive Index Behavioral Assessment: An untimed, free-choice, stimulus-response tool that measures a person's motivating drives and needs.
- TalentNeuron: A market intelligence tool that provides you the most comprehensive source of global talent demand and supply data, predictive analytics and insights into real-time job market, location, and competitive intelligence to help you make smarter talent planning and recruiting decisions.
- Google Chrome: Extensions, plug-ins, searches
- Social Media

Tactics

Recruiters have access to a database of diverse groups & organizations. Talent Strategies researches & updates the database, along with sourcing sites. We offer a variety of specialized programs to promote talent and address the unique needs and capabilities of the disabled, minority groups, women entrepreneurs, military members and their families, young people, and the semi-retired.

- Social Media groups
- HBCUs (national list)
- Diverse groups & organizations (national list)
- Kelly Veteran Employment and Transition Services
- US Military Pipeline
- Hero2Hired Program
- Kelly Disabilities Network
- On My Own
- Best Buddy's Program

Kelly has long been a champion of diversity and inclusion and has recently expanded our training, development, and inclusion efforts for all Kelly employees. These efforts include:

- **Education and Training:** Courses include leadership and unconscious bias training that is a fundamental part of our leadership curriculum.
- **Inclusion Council:** This is a cross-functional council that leverages diverse perspectives and backgrounds to contribute to our long-term Inclusion & Diversity strategy.
- **Affinity Groups:** These employee resource groups bring together employees with similar backgrounds or interests for networking, mentorship, and other opportunities for professional and personal development.

Change: Turning Information into Action

The behavioral approach to diversity & inclusion is based on a simple premise: Behave until you believe. There is often a gap from information to intention to action. We tend to seek what is comfortable and familiar, especially when faced with stressful situations, e.g. challenging roles, high requisition loads, & demanding stakeholders. We create and sustain change through the following acts: awareness, take action, start small, and be consistent

5 What marketing and sales technology certificates do you have?

Kelly is proud to have an award-winning marketing team. Our team members have the following Certifications:

Jason Morga, VP, Global Marketing

- CDMP, Certified Digital Marketing Professional from DMI (Digital Marketing Institute)
- PHR, Professional in Human Resources from HRCI (Human Resources Certification Institute)

Steve McCarthy, Regional Director, Kelly Technology

- Six Sigma Yellow Belt

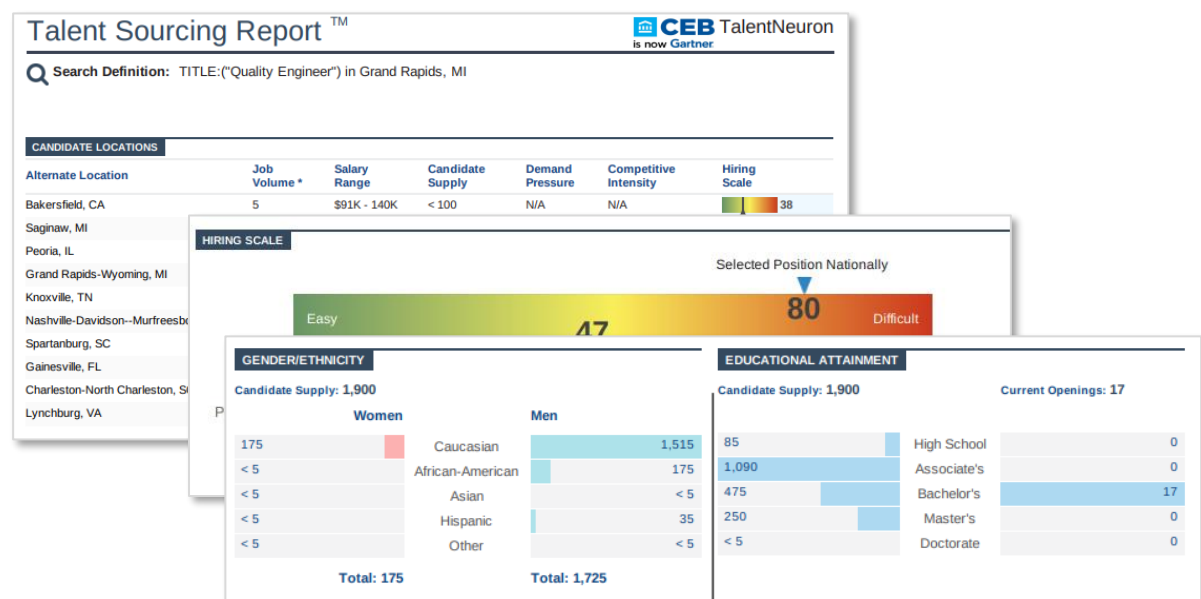
Aqeel Qureshi, Account Executive, Kelly Technology

- AWS Solutions Architect Associate

6. Work Plan

1 Describe what analytics support you provide your clients.

To manage an effective recruiting operation, you need to understand the candidate population; where are they, who is competing for them, and what those candidates expect. Kelly has developed an online portal in conjunction with CEB TalentNeuron that allows us to go beyond traditional recruiting methods to analyze markets for in-depth intelligence on pay rates and labor supply/demand by skill category and geography. This tool aggregates data from the web as well as from within our own database to provide a true picture of talent in the market. Data includes a hiring scale depicting the relative ease or difficulty of finding that talent, advertised salary ranges by employers looking to fill those roles, candidate concentrations, competitors for that talent, and candidate supply counts, among others. This tool allows us to work smarter and develop targeted recruiting approaches that are more efficient than traditional approaches. By understanding the concentration of talent in your markets, who is competing for them, and what the pay scale looks like, we are able to better recommend strategies to successfully deliver the workforce you require.



2 Describe your ability to perform a market rate analysis on a recurring basis.

When assessing market rates, the key for comparison is the time frame, the length of job, the skills, and the companies. There are different sources of data in the market, like EMSI, but using a single abstract point is not the best method to gain a comprehensive understanding of market dynamics. Our Market Rate Analysis combines multiple data sources, including data from our existing MSP programs through our Talent Supply Chain Analytics Portal, data from Kelly Services staffing operations outside these programs, as well as data from known industry sources and often our supply base. Taken together, we apply this data to your business process, your brand, your length of assignment, your experience, and your productivity to understand the true picture for your markets.

3 Do you have an internal analytics team responsible for generating reports (standard and ad hoc, delivering benchmark data, tracking savings initiatives, agency diversity spends?)

Yes. Our marketing team includes an analytics team that tracks and resports standard and ad hoc data, benchmark data, cost savings, and diverse spend.

Kelly Technology also uses **Power BI**. Power BI is a business analytics service by Microsoft. It aims to provide interactive visualizations and business intelligence capabilities with an interface simple enough for end users to create their own reports and dashboards.

The tool helps with centralizing data and creating a “single source of truth”, where business users can come to interact with content, or to create their own ad-hoc reports and visualizations that can be shared with others easily.



4 Please describe your capabilities and expertise related to helping clients manage risks associated with your employee engagements.

Kelly has an expansive internal Enterprise Risk Management program that includes cyber security, compliance governance, wage-hour risk management, privacy governance, safety, and legislative monitoring/implementation components. Some benefits to UC of our risk approach include:

- Kelly's unique Supplier Insurance Program eliminates cost and availability challenges for small businesses
- Our US/EU Privacy Shield certification evidences responsible handling of personally identifiable information
- Standard Contractual Clauses and Code of Conduct attestations throughout our supplier base offers a strong foundation of understanding among all our partners
- Our proprietary Tax, Treasury, Legal, and Insurance Database covers relevant information for more than seventy countries.
- Our programs are supported by well-vetted incident monitoring, disaster recovery, and business continuity capabilities
- Our Absolute Zero program produces world-class results for our most safety-sensitive customers
- We're prepared to collaborate on supplier audit and validation programs to address your specific needs

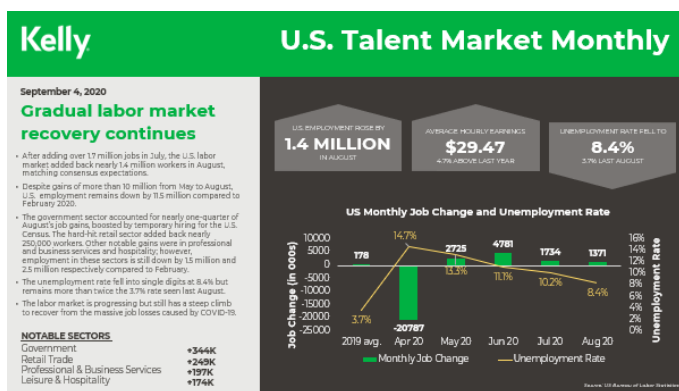
5 Please describe how your company benchmarks pay-rates and mark-up by rates and how your process should be recognized as best-in-class.

Kelly conducts wage benchmarking as part of our ongoing program management. We evaluate wage rates at least annually to verify that we are paying competitive wages in the market to attract the best candidates for UC. Kelly will use UC job descriptions as the foundation for developing appropriate wage rates. Mapping them to Kelly-specific job titles and descriptions will enable us to correlate and analyze the historical wage rate information for each job title within your labor markets. Benchmarking this data ensured that our wage rates remain competitive. Kelly uses four primary methods for developing wage rates:

Empirical Data: The Kelly branches located near UC facilities are provided job descriptions and are asked to supply potential servicing wage rates for each position—based on their actual experience in filling those same types of jobs within their local labor market(s). This information is analyzed and subsequently compared to an independent third-party database.

Third-party Data: Kelly subscribes to the Economic Research Institute (ERI) wage rate database, which includes survey data for jobs and costs by area and industry, evaluating each survey and source for validity and reliability. Median and mean salaries are analyzed using multiple linear regression for over 5,000 positions.

Employment and Salary Data: The proprietary Kelly Services Employment Outlook and Salary Guide examines staffing intentions, skills on demand, HR priorities, turnover, employer of choice benefits and salaries. The results represent the views of Human Resource Management and Senior Executives from in excess of 240 organizations where 70% have more than 100 employees. The survey, analysis and report are conducted annually.



Supply/Demand Data: Kelly has developed an on-line portal in conjunction with TalentNeuron that allow us to go beyond traditional market rate analysis. This tool aggregates candidate and employer data throughout the web to provide intelligence on pay rates and labor supply/demand by skill category and geography to assess the true state of the markets in which UC operates. We are able to assess the concentration of talent in your markets, as well as who your competitors are for that talent and at what wage rate. This approach allows us to proactively recommend strategies to deliver the workforce you require.

Kelly's wage rate development process integrates our own internal real branch experience with external independent verification to ensure that UC is provided the most accurate pay rates available in your targeted markets.



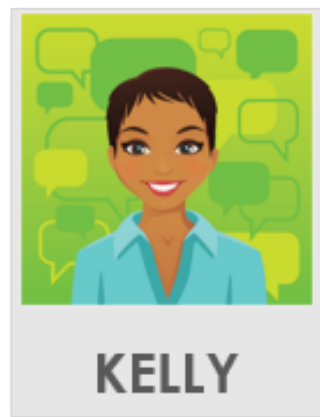
**6 Does your agency provide on and off boarding services for remote locations?
Describe how you provide these services for remote locations.**

Kelly provides temporary staffing services in all 50 states and the District of Colombia. Our team includes dedicated recruiters specialized by discipline who use their specific expertise to source for our clients' talent needs across skill sets. While our branch footprint extends to all states, we have designed an agile recruiting network that leverages **a team of virtual recruiters as a complement to these storefront locations to increase flexibility, creativity, and sourcing engagement across the country.** Our agile infrastructure allows us to focus our resources where and when our clients need us to respond quickly to variations in their demand. If you experience a demand spike in one location, you want to be assured that your supplier can adjust to meet that demand. By balancing local market expertise with highly specialized recruiting knowledge from our virtual team, our scalable model is designed to do just that.

Technology for Remote Locations and COVID Safety

Kelly has a suite of technologies focused on efficient recruiting and supporting a positive candidate experience from our initial communication and throughout the hiring process. These technologies include:

- **Bullhorn Applicant Tracking System:** Allows our recruiters to efficiently manage candidate, customer, and order information, including automated candidate search and resume management, on-boarding, and talent care/reassignment
- **Chatbot Kelly:** AI-enabled Talent chatbot to answer candidate questions about Kelly and the application process as well as helping with job searches
- **Brazen:** Tool to support virtual hiring events, connecting with candidates via chat and live video stream
- **Chatbot Mya:** AI-enabled virtual recruiter prescreens talent and schedules applicants to speak with a Kelly recruiter (Mya also reaches out to candidates via Bullhorn to source new talent)
- **Calendly:** Saves time by offering candidates the ability to self-schedule an interview time with a Kelly recruiter
- **Sense:** This tool provides two-way texting functionality to communicate one-on-one with talent or to large numbers of candidates simultaneously for high volume placement
- **HEREfish:** Automated SMS/Email communications tied to the Bullhorn workflow, which provides candidates full visibility into the status of their application---from "You've been submitted" to "You start on Monday!" and "How was your first day?" and all steps in between, including interview reminders, next steps for on-boarding or missing application documents.
- **Adobe:** eSignature capabilities to automate and streamline the process of collecting candidate signatures on documents from on-boarding through start



7. Risk Management and Compliance

1 How do you manage underperforming staff?

Although Kelly always strives to deliver the highest quality of service, we recognize that situations will occasionally arise that lead to a customer concern or issue. The prompt resolution of UC concerns is key to maintaining your confidence in our service.

Kelly personnel will acknowledge any concern UC has within the hour it is brought to our attention, either in person or via phone/email. We will work with UC immediately to define an acceptable time frame for resolution—including any checkpoints you prefer to track our progress.

Issues may be related to a general service concern or to the performance of an individual temporary employee. Our Problem Resolution process flow differentiates between these issues as described below:

Problem Resolution

1. **Receive communication from customer on issue or concern**
 - a. Contact customer within the hour to clarify issue of concern
2. **If concern is related to a Kelly temporary employee**
3. **(see detailed Coaching & Counseling process below):**
 - a. Discuss the concern with the Kelly employee
 - b. Formulate a potential remedy (involve support resources as necessary from leadership or HR)
 - c. Confirm potential remedy is satisfactory to customer; if not, refine approach or escalate to next level
 - d. Review and implement remedy with employee; track progress with customer
 - e. Follow up with customer to verify satisfaction
4. **If complaint is related to general service:**
 - a. Conduct an investigation to uncover root cause of concern
 - b. Identify a corrective action with timeline
 - c. Determine whether corrective action can be taken independently and immediately; if not, involve appropriate support resources to implement
 - d. Implement corrective action; track progress
 - e. Follow up with customer to assure satisfaction

Coaching and Counseling Process

1. If the UC concern is related to the performance of a Kelly employee, we have a standard process for effectively working with our temporary employees when an assignment turns out to be less than successful. This process is detailed below: Kelly staff and our customer set expectations for the assignment
2. Our customer monitors the employee and provides feedback on performance
3. Identify if performance issues are skill-related
 - a. **If skill-related:** Determine if customer believes training is a viable option. If so, Kelly offers online training free of charge to our employees. Determine a timeframe for improvement, classes to be completed, and agree on a follow up date with UC to discuss the employee's improvement.
 - b. **If employee issues are not skill-related (e.g., tardiness, or other issues):** Determine if customer is open to Kelly coaching or counseling the employee. If so, determine a timeframe for improvement, and agree on a follow up date with the customer to discuss the employee's improvement.
 - i. Kelly follows a progressive counseling process to address employee performance issues in a positive manner with an emphasis on improvement (involving support resources as necessary from leadership or HR):
 1. Verbal notification and counseling/coaching (with follow up date)
 2. Written reminder
 3. Decision-making leave
 4. Removal from assignment
4. If outcome of training or counseling is positive, the employee will continue the assignment
5. If outcome is not positive:
 - a. The employee's assignment will be ended, and Kelly will conduct an exit interview with the Hiring Manager and the employee. Information from both interviews will be documented in the employee's record.
 - b. We will document whether UC would allow this employee to return in the future and under what parameters. The employee could be allowed to return only with pre-approval from UC
 - c. We will work with the Hiring Manager to determine if they want a replacement employee for the remainder of the assignment or if the assignment has ended.

2 How do you recommend retaining top performing personnel to ensure optimal business continuity for UC?

Our reputation for extraordinary employee care is reflected in our high number of referrals—more than 35%—that is consistently our top source for new candidates. We offer quality work assignments that draw candidates to work with the world's leading companies. Through these customer relationships, Kelly provides opportunities for the best free agent workers to practice and develop their skills.

In addition, we offer a targeted set of initiatives designed to keep our employees engaged and part of the Kelly family. These initiatives include Kudos! a highly customizable, points-based recognition program allowing Kelly employees to accrue points based on UC goals, with a variety of reward options. Recent statistics show that employees who receive a single Kudos! reward year-over-year maintain a retention rate of 78%, with multiple reward winners as high as 88%. Other retention and motivational approaches that Kelly may use include: service bonus, supervisor feedback, visits from senior executives, free on-line training, special events, personal and professional development, regular employee communications, Kelly Cares (celebrating employee milestones and accomplishments from new hires to birthdays, service anniversaries, and feedback from customers) and reassignment with premier clients, among others.

3 What is your firm's process to protect UC from potential co-employment issues? What type of co-employment training, if any, will you provide to UC hiring manager?

From the outset of our hiring process, we take steps to ensure employees identify Kelly as their employer, not only by meeting our standard employer obligations, but also by striving to develop and maintain a close working relationship with our employees. The best way to mitigate co-employment risk is to ensure that all parties—the Kelly account team, UC Managers/HR, and the temporary employees understand the role each plays in the assignment of temporary personnel. From the initial interaction with the candidate and throughout the screening, hiring, and placement process, we firmly establish Kelly as their sole employer. Once employees are on assignment, our team continues to reduce your exposure through active involvement with the employees. This involvement requires the Kelly team to be responsible for:

- Establishing and discussing pay rates and benefits
- Tracking performance and conducting written evaluations
- Conducting all communication regarding the interview process and facilitate orientations
- Communicating assignment end dates to employees
- Handling all personnel matters
- Evaluating performance and providing feedback through coaching and counseling
- Developing and acknowledging our employees through Kelly-sponsored reward and recognition programs
- Participating in any UC-sponsored events that include temporary personnel
- Requiring temporary employees sign a statement acknowledging Kelly as their 'Employer of Record'

The lists below summarize at a high level the obligations of Kelly as a staffing provider and UC as a user of our services:

Kelly's Obligations as Employer of Record

- Comply with wage and hour laws
- Withhold payroll taxes
- Follow OSHA standards
- Provide Workers' Compensation coverage
- Avoid wrongful discharge
- Identify and respond to employee issues
- Confirm employment eligibility (I-9 Forms)
- Maintain employee records
- Assign and reassign employees
- Negotiate with UC's end users regarding all aspects of the proposed assignment, including the nature of work, hours, duration of assignment, working conditions, etc.
- Appreciate UC's obligations as User of Temporary Labor

UC's Obligations as User of Temporary Labor

- Generally direct day-to-day activities
- Control work site conditions
- Determine and communicate length of assignment to the Kelly team
- Provide feedback to Kelly contact on temporary worker's performance
- Appreciate Kelly's obligations as Employer of Record

4 Please describe your third-party payrolling solution.

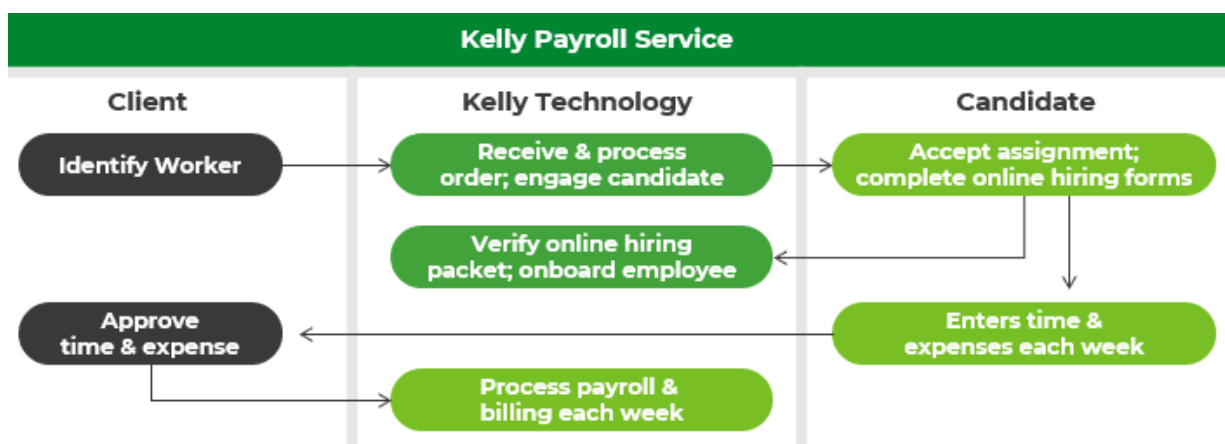
Kelly has had a successful 20+ year history of providing payroll service for clients, and our payroll service solution can bring you a consistent and efficient method to payroll workers that you identify or recruit yourself.

Kelly will manage and support the payroll processes for UC pre-identified workers. We handle every aspect of payroll, from implementing timekeeping strategies to weekly paychecks and invoicing.

Kelly has a well-defined and proven payroll process through which we process payroll *each week* for our employees. We follow all regulations relating to payroll services as defined by the Fair Labor Standards Act (FLSA), including paying employees hourly for all hours worked and following appropriate overtime rules. We pay our employees each week, and in our experience, this regular pay cycle helps employee retention rates.

Kelly provides Payroll Services to more than 30,000 workers across the U.S. who were identified by our clients

The graphic below outlines the payroll process solution for UC:



Our solution for UC capitalizes on our experience and requires minimal work by your hiring managers or HR team. We understand what clients expect from a payroll service solution, and we have designed our process for ease-of-use and efficiency. For your recruited/pre-identified workers, Kelly will provide the following:

- A clear understanding that Kelly is the Employer of Record
- A clear understanding that UC retains operational control over assignments and scheduling
- A point of contact for UC Managers
- Employee assistance via our branch office and an automated toll-free payroll inquiry line
- Electronic on-boarding to include all hiring forms and any UC specific forms
- New hire orientation and customized assignment guide (if needed)
- Record-keeping to maintain complete employment files for each worker
- On-line time recording
- Weekly payroll each Friday by direct deposit, Money Network card, or paper checks (where required by law)
- Calculation, payment, and documentation of any required tax withholdings
- Background/Drug screening in alignment with UC requirements for new workers
- Regular communications with UC program sponsor
- Consistent management of off-boarding in alignment with UC policies

We have the flexibility to work with your timekeeping tools or processes to minimize the amount of change to your organization, or we can provide our own timekeeping tools to support this program. We are committed to exceeding your expectations through our experienced branch staff, best practices for payroll services, and consistent quality and service delivery.

5 Please outline your worker benefits your employees.

As more professional workers choose temporary or contract employment for full-time, long-term careers, benefits are becoming increasingly important to attract and retain qualified candidates. To remain an employer of choice for these specialized resources, Kelly pays our employees wages that are commensurate with their experience, and provides them access to medical and other benefit options critical to their quality of life.

As part of our Talent Promise, we focus on supporting the well-being of our temporary talent through a variety of ways to work, perks, and work-related resources. Focusing on the talent experience is a core component of our operations. We offer a variety of company-funded and employee-funded perks to our employees as outlined below:

Service Bonus: Kelly temporary employees who have worked at least 1,500 hours during the year and received a paycheck dated in December are eligible for a service bonus, calculated as a percentage of that year's total wages. This percentage rate is tiered as an added incentive—after 1,800 hours or more, the percentage increases. (Eligibility based on hours worked)

Holiday Pay: Six paid holidays per year are offered to employees who: have completed 960 hours of work for Kelly in the 26 weeks preceding the holiday, have worked 30 hours in the previous week, and are available to work during the holiday week. Eligible holidays include Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. (Eligibility based on hours worked and schedule during holiday week)

Affordable Care Act (ACA)-Compliant Health Care Plan: Eligible employees (including spouses and dependent children) are offered an ACA-compliant health care plan option. This Kelly-sponsored group health care option is a HDHP plan that covers eligible services such as inpatient and outpatient hospital services, physician services, surgical, diagnostic/radiology, emergency, non-emergency, and other major medical services, including prescription drugs, after the annual deductible is satisfied. The plan also covers preventive services required by the Affordable Care Act at 100% when performed by an in-network. There is also the ability for an employee to have a Health Savings Account when the medical plan is elected. (Eligibility based on hours worked)

Voluntary benefits: All employees have the opportunity to purchase limited medical, telemedicine, dental, vision, disability, term life and more. These plans are 100% voluntary and employee-funded.

Enhanced Benefits Program: Where a customer is willing to share at least 50% of the contribution cost with the enrolled temporary employee, we can offer a Kelly-sponsored Enhanced Benefits Program. This benefits program offers a choice of group medical plans, which include medical, dental, vision, voluntary and whole life insurance, disability, accident insurance, critical illness and a legal plan. . When a customer chooses to fund this program option, the Enhanced Benefits Program is available to Kelly employees that have committed to at least a 6-month assignment with Kelly and work a minimum of 30 hours each week at a Kelly customer location. (Immediate eligibility upon customer request)

Payroll Options: Kelly temporary employees can choose direct deposit or Wisely™ Pay to receive their weekly paycheck. Wisely is a reloadable paycard and mobile app that offers employees a no cost and flexible way to receive their pay and make electronic payments for everyday purchases. For payroll inquiries, we offer employees a toll-free hotline or access to the Wisely Pay app. (Immediate eligibility)

Retirement Savings: Offered with immediate eligibility to all Kelly employees. Employees may defer between 2% and 50% of their pre-tax pay (subject to IRS regulations) through automatic payroll deduction in one or more of several investment fund options.

Family & Medical Leave Act (FMLA): Eligible temporary employees are entitled to unpaid, job-protected leave. Kelly attempts to return the employee to their original position or a comparable position, if the position ended naturally while the employee was on leave.

Employee Assistance Program (EAP): The EAP offers a variety of options to help employees balance their work and home life including child/senior care referrals, counseling services, financial resources, healthcare discounts, identity protection consultation, legal advice, and pet care referrals. (Immediate eligibility)

Toll-free Office Automation Hotline: We provide toll-free hotline support Monday–Friday, 8AM to 8PM EST. The hotline staff answers employee questions and helps to troubleshoot software and hardware problems they encounter during assignments. (Immediate eligibility)

Free Skill Enhancement Training: Employees are encouraged to take advantage of our training programs to improve their skills and maximize their assignment opportunities. Training is available through Kelly's virtual campus, the Kelly Learning Center. The course catalog includes soft skills (leadership, communication, etc.) as well as training for computer, software, office, and service line specific skills. (Immediate eligibility)

Employee Discounts: Kelly employees are eligible for special discounts from local and national companies, including vehicles, hotels, cell phone plans, home & auto insurance, higher education and other products or services. (Immediate eligibility)

Commuter Benefits: Allows the employee to set aside money through pre-tax deductions to pay for qualified workplace mass transit and parking. (Immediate eligibility)

Employee Portal/[myKelly.com](https://mykelly.com): An exclusive online employee community for all things Kelly, including online timekeeping, branch information, job opportunities, and employee discounts, to name a few. (Immediate eligibility)

Access2wellness™: Provides access to more than 1,000 free and discounted prescription medications for uninsured and underinsured individuals who qualify. (Immediate eligibility)

Employee Engagement: Annual surveys of our temporary employees gives us unique insight into their thoughts and feelings about Kelly overall and their management team. We use this feedback as we assess initiatives or changes which may impact our employees. (Immediate eligibility)

BurnAlong: Access to online fitness and mindfulness classes at no cost. Over 1,000 classes in 45 categories.

Peanut Butter: Student loan resource center. Employee and dependents with student loan debt can receive guidance on loan repayment and consolidation.

Kelly Relief Fund: When a disaster strikes, Kelly's first priority is verifying the safety of our employees and their families, and identifying ways we can assist those most severely impacted. One of those ways is through the Kelly Relief Fund, a non-profit 501(c)3 organization established in the wake of Hurricane Katrina. Administered by Kelly and sustained through the generous donations of Kelly employees, the Fund provides short-term financial assistance to full-time and temporary Kelly employees severely impacted by disasters such as floods, hurricanes, tornados, earthquakes, and fire. (Immediate eligibility)

Paid Sick Days: Various cities, counties, and states around the country have enacted laws that cover Kelly talent with regard to paid sick or safe leave pay. Kelly follows these laws in each jurisdiction as required for covered employees. We remain aligned with the changes in local laws to be compliant in any location where we do business. Examples of locations that require sick or safe leave legislation includes the states of California, Arizona, and Georgia; multiple cities in California, the District of Columbia, the cities of Chicago (IL), Duluth (MN), and New York, among many others.

6 How does your agency management style differentiate from other service providers?

Kelly presents a number of clear advantages to UC as compared to competing agencies, including:

CUSTOMIZED SOLUTIONS. We are known for our best practices and ability to design and implement customized, cost-effective solutions to address any workforce challenge. We've been helping the world's largest companies optimize their workforces for seven decades, and we can do the same for you—no matter how large or small your workforce may be, no matter how simple or complex your needs may be. And when your company's needs expand or change, our flexible solutions can move with you to continue to meet your workforce strategies.

TALENT PROMISE: As a leader in our industry, Kelly has long been an advocate for our talent and has worked to remove the stigma associated with temporary work. Our 5-point Talent Promise outlines our commitment to our workers, allowing us to attract and retain talent for you by focusing on their well-being as individuals. We have an established, valuable database of talent from which to search, as well as proven methods to source, recruit, and retain the best talent across industries, disciplines, and experience levels.

INDUSTRY EXPERTS. Our staff members have well-established networks and the technical mastery required to find and place even the most specialized talent. Each branch office is backed by strong corporate resources to ensure high-quality service.

PERSONAL ATTENTION. We believe in relationships, not transactions. Our commitment to treat every client like the only client is at the very core of our culture and the reason why we are privileged to have many successful, long-standing customer relationships. And with local offices, we know your market—inside and out.

7 What innovations are you currently working on regarding talent management?

Kelly has a Core Innovation Hub that works to bring innovations to market and improve our overall business strategies. Our hub comprises four distinct segments:

- **Innovation Solutions Center:** This group partners with various parts of the business to discover, evaluate and launch new technology solutions both into our core client product offerings as well as talent-facing technology that improves the candidate experience.
- **Kelly Innovation Fund:** This group scans the market for potential acquisitions and investment opportunities that will bolster and accelerate Kelly's revenue growth in targeted specializations including but not limited to STEM, Commercial, and Education
- **Product Development:** The Product Development team works across the organization to discover innovative ideas and niche areas that can be developed and brought to market in a systematic process. This can include introducing new technologies through their partnership with the Innovation Solutions Center.
- **Talent Experience:** The sole purpose of this organization is to delight the candidate experience. Through a combination of process, research and technology the Talent Experience team brings innovations to bear that support the various workstyles including traditional full-time and contingent workers, but also independent gig workers.

Innovation in Technology

As a company, we recognize that ongoing investment in technology and processes is key to our ongoing advancement. Recent investments include:

Artificial Intelligence (AI): Our Guided Work solution is built on one of the industry-leading unified platforms that takes advantage of AI and leverages both machine learning and Neuro-Linguistic Programming (NLP) to drive the digital process automation of our solution. Guided Work serves as the single-entry point for our clients' talent needs and helps guide hiring managers to the most appropriate talent sourcing channel. The technology is a complement to our team of advisors and enables their ability to guide hiring managers to the optimal way to get work done. Using AI in this way allows us to deliver a cost effective and flexible Total Talent solution that is operationally viable for our clients on a global scale.

Robotic Process Automation (RPA): We have embraced the value RPA can bring to help create scalable, cost effective, and continuously improving Total Talent solutions for our clients. We partnered with the industry leader in RPA to build a solution that takes full advantage of their digital automation capabilities to deliver a low touch/high touch operating model for our clients. By leveraging technology to manage "low touch" cases, our advisors can focus on "high touch" cases and deliver a white glove experience for our client's hiring managers. In addition, we have deployed more than 40 "bots" throughout our enterprise to increase efficiency and provide a consistent and reliable option for increasing communication, offering automated support, and managing repeatable tasks. The use of AI and automation increases our efficiency so our delivery teams can focus on exceptional and personalized user experiences for our clients, suppliers, and candidates.

Analytics: Our Talent Supply Chain Analytics Portal has led the industry since its inception. Recent enhancements include advanced search functionality, a resource video library, enabling favorites, and deploying help chat bots. We have continued to enrich the content, along with adding machine learning to enhance the ability to offer deep insights to our users. Additionally, we integrated our Guided Work solution with the Portal to deliver better predictive analytics and greater visibility into the workforce, which is necessary to improve our client's execution of their workforce and procurement strategies.

Freelancer Management Systems: Kelly has made key research and development investments in human cloud platforms and market research to identify viable Talent Supply Chain partners. Our focus is on understanding product and platform capabilities, niche talent strengths, business alignment, and candidate engagement processes. In September 2018, Kelly became the lead investor in Business Talent Group's (BTG) Series C funding, while holding a minority stake in BTG. Our Guided Work solution has also partnered with many of the top FMS providers to enable direct API integrations that allow us to push the right requisitions directly into their platforms. This approach drives increased usage of FMS suppliers and provides our clients greater adoption to their respective strategies.

Mobile Enablement: A mobile strategy is top of mind for any new solution or enhancement. Our Digital Innovation Team has been focused on improving the digital (pc and Mobile app) experience for our candidates by simplifying our digital interfaces and streamlining the multiple systems workers need to access on a daily basis, including things like time entry, submitting time off requests, or reviewing pay stubs by creating a modern, candidate-driven digital interface that ties all of these sites together in a simple, yet personalized experience. Also, our Guided Work solution is fully mobile-enabled to allow hiring managers and approvers all the functionality of our Total Talent solution through their respective mobile web browsers.

Human Cloud: Use of Human Cloud providers is expected to grow by 20%. Kelly has made key research and development investments in Human Cloud platform and market research for viable talent supply chain partners. Our focus is based on understanding product and platform capabilities, market intelligence, business and talent alignment and candidate engagement process. In recognition of the significant impact Human Cloud platforms have on our clients' talent supply, Kelly has invested in dedicated support on our operations team with full-time responsibility for delivering Human Cloud and direct sourcing services within our programs.

Innovations with Social Media

New technologies have dramatically increased the number of connections we can make and retain, and the speed at which we can access them, and we are only just beginning to see how this is reshaping the job-seeking landscape. Listed here are examples of how we have innovated in this space:

myKelly Jobs Candidate Mobile App: Our mobile app allows job seekers to manage their employment search—right from their Apple (iOS) or Android smartphones. The app gives candidates/employees the ability to share jobs, create/edit job alerts, and store multiple résumés. Using radar functionality that combines the geo-location/GPS from a mobile device with their personal Kelly profile, candidates get "one-touch" access to local jobs. Your jobs will be in front of local candidates quickly right on their device. In addition, candidates receive up-to-date information on the latest job trends and career advice to keep them engaged with Kelly.

Recruiting with Twitter: Last year the number of active Twitter users averaged 330M per month, representing a vast population of potential candidates. Kelly quickly adopted Twitter as a new channel for sourcing talent, leveraging its popularity, ease of use, and highly viral nature. In addition to creating a branded company Twitter profile, we have established a direct feed from our Internet job board to automate tweets, and post new jobs as they become available. This is a direct line to Gen X and millennial candidates who together comprise a demographic of over 130 million people in the United States.

Innovation in Recruiting

Emerging technologies, such as artificial intelligence (AI), play a crucial role in changing the way recruiters work. Kelly's overall recruiting ecosystem includes job portals, social media, applicant tracking systems, online interviewing platforms, online talent assessments, background verification apps, and a 'mobile first' strategy that recognizes that most job searches begin on a mobile device. We are focused on exploring the following emerging recruitment technology trends as we consider what the Future of Work might look like across the total talent landscape:

- AI: For improved candidate experience that focus on communication, engagement, and experience
- Virtual Reality (VR) and Augmented Reality (AR) Jobseekers Profile: Used to demonstrate the job experience to applicants
- Digital Recruiting Ecosystem

Kelly Mobile Branch

The Kelly Mobile Branches are our latest innovation to expand our reach and create jobs on the go. These custom vans enhance our recruiting efforts while also building brand awareness for Kelly in local markets and at client locations. We designed these vehicles to do everything a physical branch can do and more from hiring and engagement events at targeted colleges, universities, or community events to direct interaction with recruiters and on-the-spot applications. For our clients, these mobile branches allow us to go where the candidates are and create excitement about working for Kelly to support our client programs.



8. Communication

1 How do you manage your candidates on behalf of the University of California? Please elaborate on frequency of review and provide a sample of a scorecard document presented to staffing partners.

We proactively track the success of each employee's assignment and take steps as needed to ensure quality performance. Our process includes:

- **Arrival Calls:** Recruiters conduct an arrival call on the first day of each new assignment to confirm that our employee has arrived safely, on time, and meets your initial expectations.
- **Interim Quality Control Calls:** These calls are placed periodically during the course of an assignment to gather information about the employee using the following criteria:
 - Quality of work
 - Quantity of work
 - Interpersonal Skills
 - Attendance/Punctuality
- **Employee Management:** If an employee does not meet your expectations, we immediately take steps to remedy the situation—by counseling, replacing, or simply removing the employee from your assignment—and issue a credit in accordance with the Kelly Guarantee.
- **Closing Quality Control Calls:** These calls are conducted at the end of assignment to review your level of satisfaction—with the employee and with Kelly. We also ask if you would welcome the employee back again for a future assignment.

2 Describe your agency's methodology related to providing your clients with business intelligence.

Business Reviews provide SCCPSS with a regular opportunity to review our mutual expectations and performance, resolve problems, exchange information, identify opportunities for improvement, and explore new facets of our business relationship. Business Reviews are typically held quarterly and may incorporate some or all of the following elements:

- Market analysis
- Wage analysis
- Program goals and objectives
- Service analysis summary
- Order activity, including filled, unfilled, and canceled orders
- Trend analysis by skill classification
- Total hours and dollar expenditures
- Breakdown of expenditures by location or department
- Cost savings analysis
- Value-added services
- Forward Focus discussion on organizational updates as well as future trends, critical business objectives, opportunities to achieve excellence, and strategic goals.

9. References

Kelly is happy to offer the following references:

University of Minnesota	
Address:	229 19th Ave, Minneapolis, MN 55455
Contact Name:	Gabe Garlets
Contact PhoneNumber:	612-626-2103
Contact e-mail address:	garl0012@umn.edu
Date(s) of contract:	2018 to Present
Description of Services:	Infrastructure: Technical Support, Network Administration, Network Security, VoIP, Virtualization, Data Center, Disaster Recovery, IT Management

Oakland Community College	
Address:	Oakland Community College, Bloomfield Hills, MI 48304
Contact Name:	Chuck Flagg
Contact PhoneNumber:	248-232-4811
Contact e-mail address:	CSFlagg@oaklandcc.edu
Date(s) of contract:	2016 to Present
Description of Services:	Business Analyst, Project Manager, Software Engineer, QA Analyst, Application Support, Dev/Ops

University of California, Irvine	
Address:	University of California, Irvine
Contact Name:	Georgana Thompson
Contact PhoneNumber:	818-203-3248
Contact e-mail address:	georgant@uci.edu
Date(s) of contract:	2013- Present
Description of Services:	Business Analyst, Project Manager, Software Engineer, Peoplesoft, Application Support, Dev/Ops

10. UC IT Temp and IT Professional Services Pricing Template

- 1 Provide your "ALL-INCLUSIVE" hourly Pay Rate and Bill Rate (Minimum & Maximum) for each role (job title) listed in the below IT TEMP SERVICES and/or IT PROFESSIONAL SERVICES tables for JUNIOR, INTERMEDIATE and SENIOR level positions.*In order to be considered for evaluation, proposed rates for ALL Roles under IT TEMP SERVICES and/or IT PROFESSIONAL SERVICES must be completed.

Please see uploaded Pricing Template



SAMPLE REPORTS

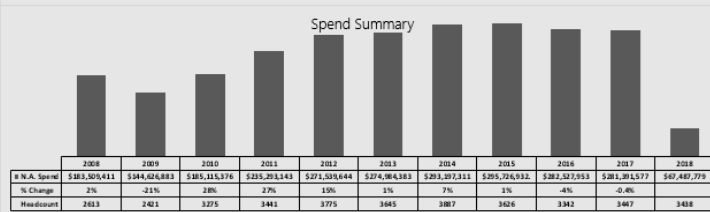
Kelly Reporting gives UC the information you need to track, manage, and control your staffing expenditures, including headcount, spend, and hour data. We develop reports based on your requirements and can schedule them for electronic delivery on your preferred schedule. Our reporting incorporates the features, data elements, and formats most frequently requested by our clients, using industry best practices as our foundation. Our legal team has fully reviewed each report to minimize potential risks from information shared between Kelly and our clients. We can include UC-specific data elements in your reports, such as cost centers, ordering sources, hiring managers, types of temporary help, location, and amount spent. The most common reports that help our clients manage their business are Headcount Detail (Employees active on assignment for specified time period) and Spend & Hours Detail (Employee usage by week ending).

From our flexible menu of options, we provide UC with the formats and data elements most frequently requested by your different functional areas, including accounts payable, human resources, purchasing/procurement, end users, and operations. Report time parameters can cover current week, current month, quarter, year-to-date, and previous year, as well as custom date ranges. Common data elements include Individual Name, Department Name, Purchase Order, Release Number, Department Ordering, Department Using, Month, Branch, Order, and Week Ending Date. UC is able to define the report or sort sequence that best meets your needs for communicating information throughout your organization. Standard reporting options include:

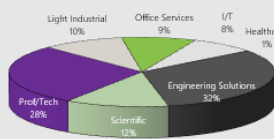
- **Summary Usage Year-to-Date:** Summary of hours worked and amounts billed for the selected reporting period
- **Summary Usage by Department:** Summary of hours worked and amounts billed for the selected reporting period
- **Detailed Usage by Department and Work for Supervisor:** Detailed account of hours and billed amounts sorted and subtotaled by 2 selected data elements
- **Detailed Usage Sorted by Department:** Detailed account of hours and billed amounts sorted and subtotaled by 1 selected data element
- **Detailed Usage Sorted by Employee Name:** Detailed account of hours and billed amounts sorted and subtotaled by employee; including skill classification and weekending for each employee

Please see sample reports on the following pages.

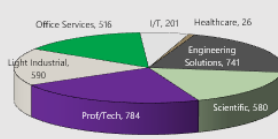
Overall Account Dashboard – MONTH



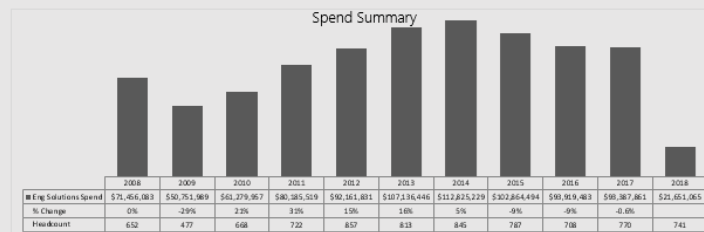
Spend Breakout by Service Line



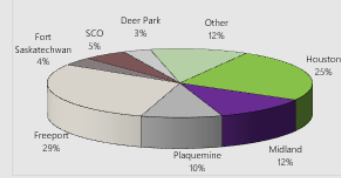
Headcount Breakout by Service Line



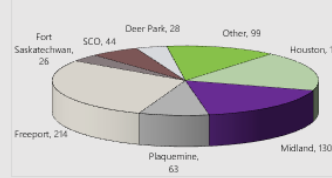
Technology Solutions – MONTH



Spend by Site YTD



Headcount by Site



Technology Solutions – MONTH

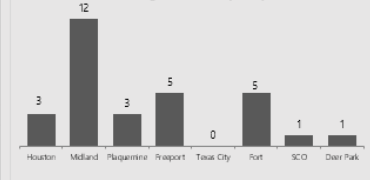
Cycle Time – Jobs Starting within the Calendar Month
(Goal = 32 Days)

Site	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	12 Months Avg
Houston	14.0	44.0	17.8	31.0	17.5	25.0	20.0	39.5				25.7	26.1
Midland	31.5	20.1	12.3	47.3	18.7	24.2	45.4	50.5	10.0	46.3	60.0	44.7	34.3
Plaquemine	56.0	22.7			34.5	18.0			5.0	77.0	5.0	8.0	28.3
Freeport	9.5	24.2	33.0	15.0	22.6	27.9	24.6	36.7	49.3	34.2	34.6	24.4	28.0
Fort	14.7	10.0	133.0	4.0		49.0		19.5			23.0	31.3	35.6
SCO	14.9	12.3	19.3		14.8	23.1		4.0		26.8	15.3	40.0	18.9
Deer Park		25.0		25.0	19.0	26.5			3.0		33.0	37.0	24.1
Overall Eng	15.6	21.2	24.4	33.6	19.5	25.9	30.8	32.3	20.0	36.0	29.0	29.8	26.5

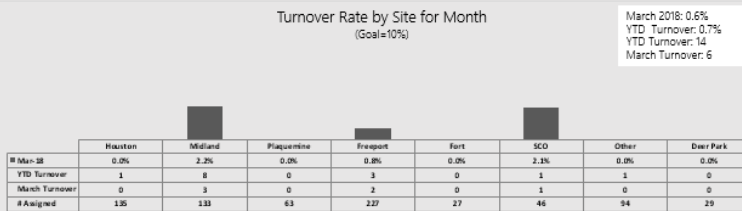
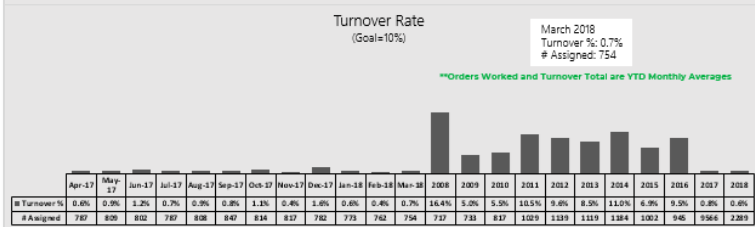
* Cycle Time = Start Date - Requisition Receipt Date (Business Days)

Aging of Open Positions							
Site	Previous Month	# Open Positions	Avg Days Open	1-10 Days	11-20 Days	21-30 Days	31-60 Days
Houston	2	2	27			2	
Midland	11	7	51	1	1		1
Plaquemine	1	1	22			1	
Freeport	3	2	20		1	1	
Fort	12	9	34		1		8
SCO							
Deer Park							
Total	29	21	31	1	3	4	9

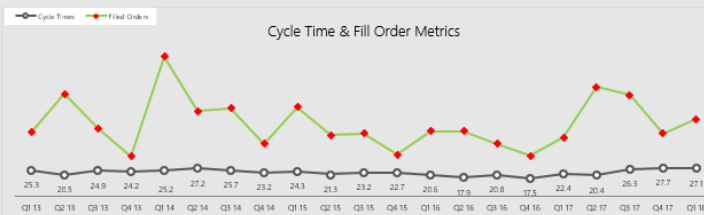
Staffing Forecast: May - July



Technology Solutions – MONTH

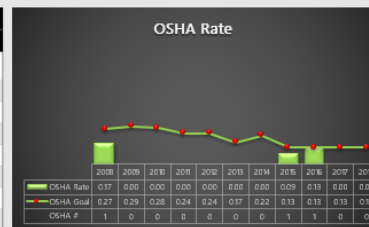


Technology Solutions – MONTH

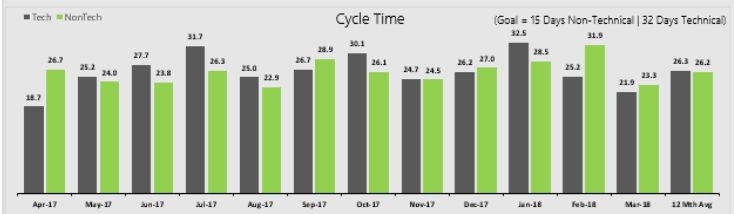


Exit Data – Current Month

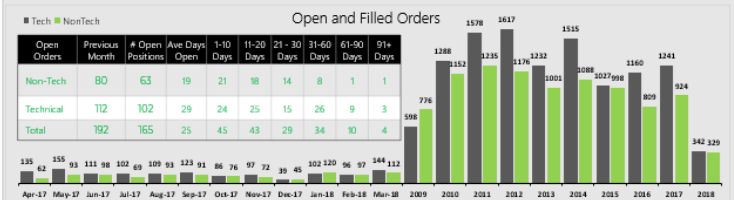
Sites	# Left	Reasons
Location1		
Location2	3	Other Work (2); Other Plans
Location3		
Location4	2	Other Work; Falsification of T/C
Location5		
Location6	1	Other Work
Location7		
Other		



Overall Account Dashboard – MONTH



* Cycle Time = Start Date - Requisition Receipt Date (Business Days)



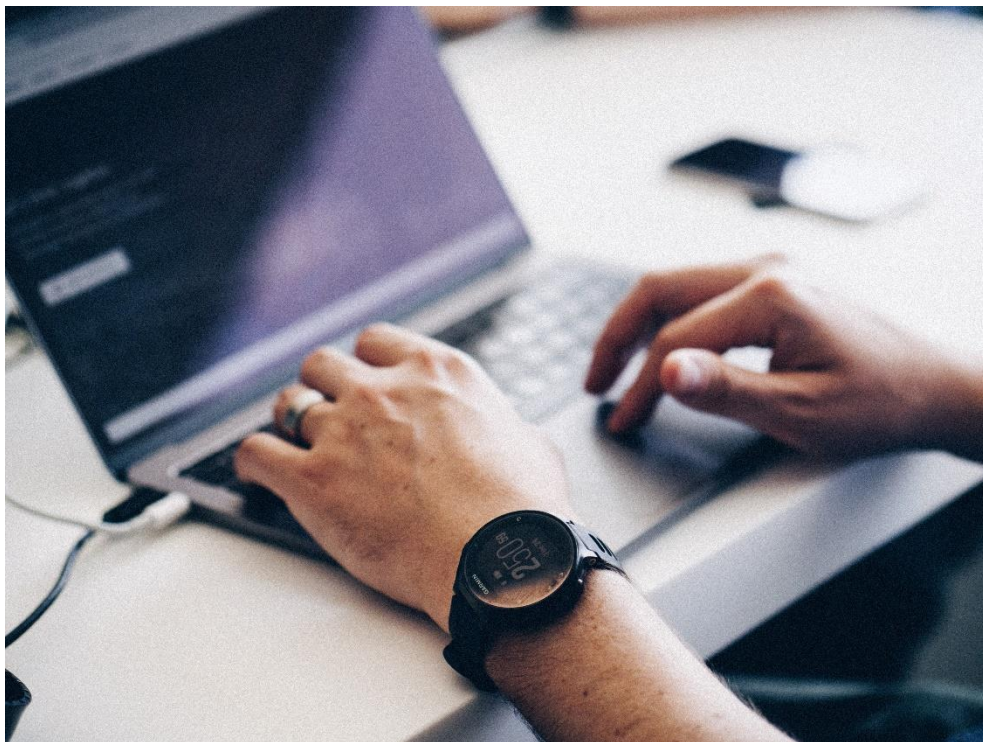
PRICING

The Pricing Spreadsheet has been uploaded to CalUSource.

The listed rates include all applicable payroll taxes, workers' compensation and general liability coverages, plus Kelly's standard benefit for holiday pay as well as background checks and drug screening. The markup rate is multiplied by the pay rate to calculate the bill rate.

Our pricing includes the following value-adds:

- A Kelly Engagement Manager to oversee the partnership and your satisfaction
- Consistent service delivery to all UC locations and departments
- Proven recruiting, hiring, and screening procedures
- Recruiting performance tracking and reporting
- Employee satisfaction and retention programs
- Ongoing partnership with market-leading staffing company





Kelly provides workforce solutions to tens of thousands of clients in the U.S. and globally. As we have highlighted throughout this proposal, we have the experience, reach, and established processes to help you find the right talent at the right time.

Thank you for the opportunity to provide details of our service capabilities, and we look forward to further discussion on how we can support your staffing goals.

Exhibit A Response to National Co-op Contract for

University of California Office of the President



Response to OMNIA Partners for
National Co-op Contract

May 12, 2021

Steve Mccarthy
Regional Director

925.206.9948
Steve.Mccarthy@kellyservices.com

KellyTechnology

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Kelly Services, Inc. considers this document, and any attached information or pricing information submitted with it, confidential and proprietary information to Kelly, and provides it to your company for its sole use. Access to this document should be restricted exclusively to authorized employees.

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3.0 Supplier Response



3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Founded by William R. Kelly in 1946, Kelly Services' range of workforce solutions and geographic coverage has grown steadily over the years to match the needs of our clients. Our core first service offering began with staffing to Detroit-area companies. Since that time, Kelly has led the market in developing innovative workforce solutions as our clients' needs have changed.

Over the years, we have evolved into a global workforce solutions leader with a breadth of specialty businesses. In addition to Office/Clerical talent, Kelly employees work for our customers in a variety of assignments from light industrial, contact center, and marketing to specialty service lines focused on IT, finance and accounting, engineering, and science among others. Kelly ranks among the leaders in IT, scientific, engineering, and financial staffing. Headquartered in Troy, MI, Kelly filled nearly 2.3M assignments for our clients last year as the fourth largest staffing firm in the U.S.

Our IT Staffing Expertise – We filled our first Information Technology position in 1965, and in 1998 we formally established our dedicated U.S. IT Recruiting Organization. Through our dedicated IT product line, we provide professionals to 70 of the Fortune 100™ and work with 3,280+ IT customers in the U.S. Kelly actively recruits and employs some of the most credentialed, driven, and intelligent IT professionals in the nation. Our national database of prospective candidates is over 1 Million strong, providing a robust, flexible set of skills including the areas of expertise UC Health has outlined as the greatest value and need to meet each of the five health enterprises within your request for proposal:

- Epic Applications / Clinical talent
- Security / IT Infrastructure / Network talent
- Desktop Support / Customer Support / Administrative talent
- Finance / Data Analytics, Data Scientists, Data Engineers
- Project Management Talent – General / Domain / Specialized

B. Total number and location of salespersons employed by Supplier.

Kelly has 4,920 employees based in the Americas (Canada, Mexico, Puerto Rico, and the United States). Approximately 218 are salespersons.

C. Number and location of support centers (if applicable) and location of corporate office.

Kelly Services had company-owned branch operations across all 50 states. Our Headquarters is based at 999 W. Big Beaver Road, Troy, Michigan 48084.

D. Annual sales for the three previous fiscal years.

2020 – USD 4.5 Billion

2019 – USD 5.3 Billion

2018 – USD 5.5 Billion

For our most up-to-date financials, please visit the Kelly website: <https://www.kellyservices.com/global/about-us/ir/financials--filings/income-statements/>

a) Submit FEIN and Dunn & Bradstreet report.

Kelly's Federal Tax Identification Number (TIN) is 38-1510762.

Kelly Services does not have a contract with Dun & Bradstreet that allows us to distribute copies of their reports. However, we can provide our D & B number should you wish to acquire a copy: 00-695-8318. Kelly holds a 5A2 rating from D & B.

E. Describe any green or environmental initiatives or policies.

As part of Kelly Services' overall commitment to Corporate Social Responsibility, we recognize the collective responsibility we share in protecting our planet. We are committed to a policy of preservation, conservation, and waste reduction on a company-wide, community-wide, and worldwide scale. We continually seek new ways to implement sustainable business practices.

We have formalized our commitment to this initiative through our company-wide Recognize program, which is led by Kelly's Sustainability Officer. Under his guidance, a cross-functional team of representatives from around the company identifies and promotes green processes and standards, including the areas of:

- Green Building Design
- Energy Conservation
- Sustainable Operations
- Environmentally Preferable Purchasing Practices
- Recycling and Waste Management
- Environmental Preservation

We investigate green initiatives on a regular basis that will help to develop more sustainable operations—from new partnerships or enhancements to our existing programs, to use of cleaner energies in our facilities, to greener building design. Many of our recycling and waste management practices also support improved efficiency and reduced operating costs.

Kelly is committed to its responsibility to protect and maintain our planet for future generations. We strive to keep our ecological footprint to a minimum and promote internal environmental initiatives in order to promote a culture of preservation, conservation, and waste reduction.

Some key milestones figures Kelly has achieved include:

- Between 2007 and 2019, we have reduced our corporate campus buildings' carbon footprint by 39.89%.
- We purchased 3,687 square yards of carbon-neutral flooring for our HQ campus. This will result in the reduction of 32 metric tons of CO2 in our atmosphere.
- Since 2007, the energy consumption in our corporate campus has decreased 16.05%. Energy consumption in the Kirts building decreased 48.06%, in the Lindsey Center 16.41%, and in our HQ, 84.05%.
- The Shred-it program recycled more than 275,900 lbs. of paper. This is equivalent to saving 2,357.72 trees. This program has contributed to saving approximately 1,810,550 gallons of water in 2019.
- We launched the Rocketrip Travel Rewards Program to promote smart business travel decisions and reduce Scope 3 greenhouse gas (GHG) emissions.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

At the heart of Kelly's commitment to supplier diversity and inclusion is our ability to embrace the individuals and partnerships—of varied backgrounds and talents—who represent our culture of teamwork, integrity, and service. We know

the value of inclusion and encourage development of minority, women, small, and other underrepresented suppliers by having the right systems in place to promote growth opportunities within Kelly’s talent supply chain ecosystem.

For over 40 years, long before social responsibility was a well-known phrase, Kelly has been at the forefront of our industry with a “world-class” process based on developing true partnerships that drive inclusion into every aspect of our workforce solutions. We provide access to a broader, more diverse pool of talent; promote innovation to support the strategic needs of clients; and create economic parity in the communities where we live and work. Driving diverse supplier participation within our talent supply chain management strategy is key to our ability to deliver innovative solutions to our clients.

Through best practice sharing, benchmarking, and industry guidelines, we have developed a robust supplier diversity process that delivers millions of dollars of diverse spend annually while also maintaining recruitment, talent pool, and service requirements. Kelly embraces diversity as not only a supplier initiative, but also as part of our corporate culture—encouraged at the highest levels of executive management and apparent in all we do. Our Supplier Diversity & Inclusion (SD&I) strategy ties directly into Kelly’s Noble Purpose of “Connecting people to work in ways that enrich their lives.”

Finally, Kelly’s SD&I Initiative is built upon a framework that provides value to customers, vendors, employees, and shareholders. as outlined below:

- **Build a pipeline of great suppliers** – create broad diverse compliant supply base
- **Discover ways to accelerate growth** – provide diverse suppliers greater visibility to produce, distribute and deliver their goods/services to meet strategic objectives of our client needs
- **Stay ahead of new business trends and issues impacting today’s changing landscape** – integration of Supplier Diversity into Kelly’s talent supply chain strategy helps deliver the best talent to support corporate agility.
- **Innovate** – create a culture of thought leadership with a focus on driving excellence

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Based on the scope of the UCOP program, Kelly will primarily utilize our wholly-owned branch network in proximity to UCOP location(s) to fill orders. Secondary suppliers are typically not required when servicing customers in those areas where we have a presence.

Occasionally, however, certain conditions may require that we use one or more secondary suppliers to fill some of your assignments (request outside service lines, niche skill set request, diversity objective, need outside our geographical reach, etc.). To choose secondary suppliers, we can use suppliers that currently support UCOP or recommendations from within our established supplier network. We maintain a network of 2,500+ secondary suppliers across the United States to leverage as your needs arise.

All Kelly Services temporary employees are W-2 employees and are paid hourly. Should we need to work with a secondary supplier, we would require that their contingent workers also be W-2 employee of their company.

I. Describe how supplier differentiates itself from its competitors.

Kelly presents a number of clear advantages to UCOP as compared to competing agencies, including:

Our Talent Promise: As a leader in our industry, Kelly has long been an advocate for our talent and has worked to remove the stigma associated with temporary work. Our 5-point Talent Promise outlines our commitment to our workers, allowing us to attract and retain talent for you by focusing on their well-being as individuals.

Service Delivery and Quality: Our service delivery is driven by a highly refined strategy for measuring quality and results. Kelly adheres to established infrastructure and processes that ensure consistent delivery of high-quality service.

Financial Strength and Stability: Kelly is one of the most stable and financially sound partners in our industry, with a strong balance sheet that can readily support UCOP's needs and objectives as they evolve.

Leadership and Management Team: Our management team comprises one of the most stable and seasoned groups of professionals in the staffing industry today. Kelly's leadership embodies a superior breadth and depth of expertise across commercial, professional, and technical staffing lines as well as extensive outsourcing and consulting services.

Strategic Partnership: Kelly offers strategic insight as an HR solutions expert as well as a staffing provider. We bring best practices and industry knowledge to advance your temporary staffing program.

Recruiting, Retention, and Training: As an employer of choice, Kelly retains the best employees—and we invest in their success. By knowing and respecting the needs of workers who choose flexible work, we provide them with top employment and career development opportunities across many fields.

Geographic Coverage: Kelly presents a single-source solution for your staffing needs across the US. We are national in scope, but with established local operations run by market professionals.

Breadth of Services: Kelly offers full-service capabilities including a broad range of temporary and full-time staffing solutions complemented by a broad range of outsourcing and consulting services.

eSolutions: Kelly has on-line solutions for order placement, timekeeping, and reporting available for our client programs. We combine people, processes, and technology to increase the efficiency of our operations and our clients' programs.

Name Recognition: Based on a survey by CareerBuilder and Inavero Institute for Service, Kelly has greater aided name awareness in the industry than any competitor—the best-known name in staffing. For UCOP this means we can attract and engage talent more effectively than our competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Notwithstanding our long history of effective compliance with laws and regulations, Kelly, as any other large corporation, is involved in legal matters in the ordinary course of its business. These matters are generally favorably resolved with no material financial effect on the continuing operations of the business or our ability to serve our clients.

K. Felony Conviction Notice: Indicate if the supplier

a) is a publicly held corporation and this reporting requirement is not applicable;

Kelly Services is a publicly held company.

b) is not owned or operated by anyone who has been convicted of a felony; or

We are not owned or operated by anyone who has been convicted of a felony.

c) is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

We are not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

To our knowledge, we have never faced debarment or had suspension actions taken against us.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Kelly Services offers a broad range of talent solutions from temporary staffing to full complement of outsourcing and consulting services. Our services are described below:

- **Temporary Staffing Services:** We offer traditional temporary staffing, temporary-to-hire placement, direct hire, and on-site management across a wide variety of skill sets. Kelly employees work for our customers in a variety of assignments from office/clerical, light industrial, contact center, education, creative, and marketing to specialty service lines focused on IT, finance and accounting, engineering, and science. Kelly ranks among the leaders in IT, scientific, and engineering staffing. Last year we filed more than 2.3M assignments across North America for our clients.
- **Managed Service Provider Programs:** Optimizing your contingent workforce program by integrating suppliers and vendor management system (VMS) technology to bring visibility and control to your contingent workforce spend. We partner with the leading VMS providers in the industry to deliver our client programs, including SAP Fieldglass and Beeline/IQNavigator. We support 300 clients and \$8.9B in spend under management through our MSP programs. In addition to temporary staff, MSP programs can bring additional value with the inclusion of other non-company labor categories, such as:
 - **Independent Contractors:** Evaluation, classification, and risk management services related to the use of freelance (1099) talent
 - **Payroll Services:** Customized payroll solutions for temporary workers you identify. We handle every aspect of the payroll process, from onboarding to pay delivery
 - **Statement of Work (SOW) Services:** Providing oversight and management of your SOW providers to increase visibility, compliance, and cost savings through governance and optimization strategies
 - **Talent Pools:** Talent pools are a way to invest in the future by connecting and nurturing relationships with talent who may be a future fit for key roles in your workforce, such as retirees, alumni, interns, or 'silver medalists' who interviewed well but were not chosen for an open role
 - **Identity Management (IDM):** Many clients do not have visibility into the many different contractors walking their halls at every location. IDM is a systematic way to identify and track all non-company labor for insight into how you use non-company labor and provides consistent on-/off-boarding for security and compliance.
- **Recruitment Process Outsourcing (RPO):** Offering preeminent talent acquisition solutions focused on the engagement and acquisition of full- or part-time talent on your behalf. We offer end-to-end RPO programs from sourcing through on-boarding; project-based hiring for short-term or defined hiring needs; direct hire for periodic hiring needs; or selective talent acquisition functions to augment your existing team. We approach recruitment from a holistic perspective to improve talent quality, compliance, and cost-effectiveness. Over the past year we recruited nearly 50,000 employees that were hired by our RPO clients.
- **Business & Professional Services:** Offering operational management of business functions or teams, assuming full accountability and responsibility for work outcomes designed to boost efficiency, productivity, and profitability for all types of organizations. Areas include lab management solutions, engineering support, project services, administrative solutions, manufacturing/supply chain, and field services.
- **Talent Advisory Services:** Providing global talent consulting services including workforce diagnostics, current state assessment, and consulting projects in the following areas of expertise: Diversity & Inclusion; Talent Acquisition & HR Consulting; Career Transition, Executive Coaching, & Development; Strategic Workforce Planning; Talent Governance; and Digital Transformation.

- **Career Transition and Organizational Effectiveness:** Delivered through our Talent Advisory Services team, when consolidations, downsizing, mergers, and acquisitions affect your workforce, KellyOCG provides comprehensive career transition services with integrity, transparency, compassion, and respect for all individuals. We offer a range of custom solutions to maintain effective operations and maximize employee motivation and performance including leader assimilation, 360° feedback debriefings, leader assessments, learning & development, and team building and development, among others.
- **KellyConnect Outsourced Contact Center Services:** KellyConnect provides organizations with unique outsourced solutions for their contact center needs in customer support, technical support, and service desk. We are a leader in the home-based agent delivery model for ultimate program scalability.
- **Talent Supply Chain Management:** Every organization has a talent supply chain with options to “buy, build, or borrow” talent through different channels, but not all talent supply chains can dependably access the right skills at the right time for the right value. Helping our clients effectively address this challenge gives them a clear competitive advantage over their competitors.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

As mentioned in our response to Question C in the above section, Kelly Services had company-owned branch operations across all 50 states. We would be pleased to provide UCOP a comparison of our national footprint to your locations if we are provided a list of UCOP locations and the corresponding zip codes. This will provide you with a more accurate representation of our ability to support your locations. In addition, we have a centralized recruiting organization as well as on-site management models for our client's high-volume locations which can provide efficient service delivery not dependent on a branch office. Kelly has nearly 9.8M candidates in our database across North America.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

To consistently deploy standards set for UCOP, Kelly will develop a web-based Electronic Service Plan Manual (ESPM) that captures all of the information required to properly service UCOP according to your contract. This allows all Kelly resources responsible for servicing your local facilities the ability to understand and comply with your standards for each order. Standard information communicated by an ESPM includes:

- The contractual terms and conditions of our relationship (e.g. pay rates, length of contract)
- Any special servicing requirements or service features (e.g. required background or drug screening, skill testing)
- The dates effective for your applicable pricing
- The job classifications covered by our agreement and any other pertinent information.

Any Kelly resource working with UCOP can access this information for processing UCOP orders. Reporting through our front-office system allows Kelly supervisors to monitor and manage our overall service delivery process throughout the life of our relationship.

Should secondary suppliers be engaged, during implementation, we require all suppliers to sign an agreement based on our contract with UCOP, which stipulates the terms and conditions they are expected to meet when supporting your program. This agreement binds the supplier to standards of performance that parallel Kelly standards and align with our agreement with UCOP. These standards are the foundation of supplier compliance audits. Supplier contracts that mirror the Kelly/UCOP contract mitigates risk for UCOP and allows suppliers to expand their business opportunities.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

As mentioned in our response to Question H in the above section, based on the scope of the UCOP program, Kelly will primarily utilize our wholly-owned branch network in proximity to UCOP location(s) to fill orders. Secondary suppliers are typically not required when servicing customers in those areas where we have a presence.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Not applicable to the services provided by Kelly.

3.3 Marketing and Sales

A. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:*

To implement your program, we will follow our established implementation process as described below:

Initiate: We begin with a Kickoff Session with UCOP at contract award to introduce our team and set the stage for our partnership. During this meeting we discuss UCOP's objectives for the program to determine the services required to best meet your objectives. We will ask UCOP to identify a Project Sponsor with the authority to make decisions related to your temporary staffing program.

Plan: During this critical step, our team clarifies your needs and gathers any information needed to design your program. This may be completed during the initial call/meeting. During this phase we:

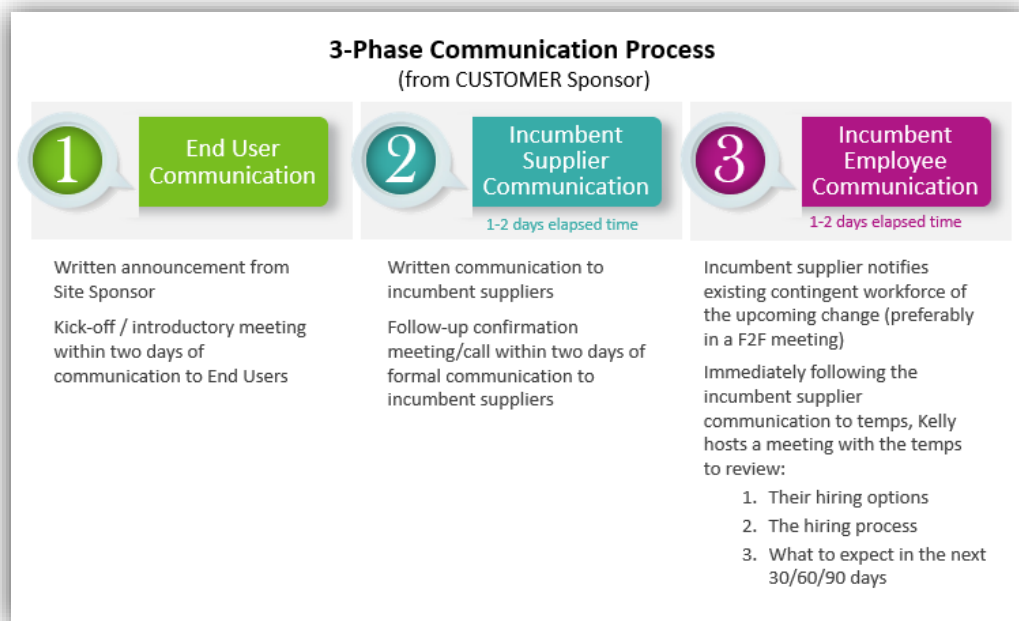
- Identify your service preferences as well as any service gaps that may exist in your current program
- Develop a timeline for deployment
- Identify requirements and processes for ordering, approvals, screening, invoicing, reporting, communications, orientation, safety, and problem resolution
- Develop transition and recruiting plans
- Execute: During this phase, we launch the program, and verify the following:
- All planned program features are deployed
- Communications to all stakeholders/end users is executed
- Assignment/Service Transition to Kelly is initiated and completed (if applicable)
- Program training is executed for UCOP stakeholders and contingent labor as needed

Monitor and Control: After launch, the Kelly branch team verifies the implementation is complete to UCOP's satisfaction and all parties understand their role in the program. As orders are placed and assignments are filled, the Kelly team reviews the processes and makes adjustments as necessary to increase efficiency. We track program metrics to ensure services are delivered as required.

Close: In the Closing phase of the project, Kelly conducts a lessons learned session with UCOP if needed to identify successes, opportunities, and verify each parties' understanding of required reports, communications, and escalation processes for the ongoing program.

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Kelly recognizes that the timing and order of communications for a new program is critical to successful adoption across your organization. Our plan includes four communication tiers to be deployed in the following order:



Our Communications Plan is a simple and straightforward process to announce the UCOP program. This is followed by informational meetings and other pertinent communications to provide concrete next steps for all involved. We customize the process with UCOP to fit your culture and norms.

ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

The Kelly team is fully trained in all relevant UCOP systems, processes, policies, and procedures prior to launch. Kelly educates the program team on the client's industry, UCOP expectations, and the program goals we have committed to help UCOP achieve. We ask the UCOP talent acquisition team (and others as appropriate) to support this training by sharing expertise with our team during this training process.

Because the landscape of talent recruiting is always changing, Kelly recruiters especially are constantly focused on learning, innovating, and sharing best practices for finding top talent for our clients. To encourage this open communication, we have developed thriving online recruiter communities that contribute to personal development, provide access to expert resources, and enable immediate problem solving. We promote knowledge sharing among our recruiters to study current market trends, compare sourcing and retention strategies, and learn from each other. Continuously improving the engagement and performance of our recruiters is essential to providing you top quality performance.

More than 1300 recruiters actively participate in our communities formally and informally at the local, product, and global levels. Our local communities provide informal forums for recruiters to engage in discussions relevant to specific geographical areas. Intensive training includes role-playing activities, monthly team meetings, and case study exams. Experts regularly review and update curriculums to reflect current trends in workforce planning. With knowledge comes power, and our mission is to put that power to work for UCOP.

B. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:*

i. *Creation and distribution of a co-branded press release to trade publications*

Kelly will partner with OMNIA to get our internal Kelly Technology sales team to research existing OMNIA clients and see where we can leverage our agreement to partner within the first 30 days of the award date

ii. ***Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days***

Our Kelly Technology internal website will show OMNIA as a new customer and the contract will be built into our internal Salesforce tool for our entire Kelly Technology sales team to view, and have access to. It will outline points of contact and who to contact for both Kelly and Omnia.

iii. ***Design, publication and distribution of co-branded marketing materials within first 90 days***

To increase program adoption and gain cultural alignment, we propose specific activities to develop a program brand for the UCOP MSP. Each of Kelly's programs include client-tailored branding, communications, and change leadership that our competitors often neglect. Our programs go beyond application training and process protocol to address the larger scale issue of assimilating the program into UCOP's business culture. In our experience, co-branding bolsters inter-company marketing efforts by establishing a unique program identity that generates interest and excitement about the program.

The objective of program branding is to attain a level of recognition and adoption for the program among UCOP hiring managers and other stakeholders. The desired result is an engaged team who actively and willingly serve as program champions. The following is a high-level approach to brand development:

- Establish a cross-functional program branding team
- Define and identify the existing thoughts ("the way we are perceived")
- Identify the ideal program brand ("the way we want to be perceived")
- Conduct a gap analysis and construct brand (in alignment with corporate brand)
- Test brand across a wider audience and refine
- Develop creative concepts through theme visuals and messaging

A program brand/marketing plan can include items such as a program name/logo with tagline, tip of the month templates, branded giveaways, interactive e-brochures, branded website (client-hosted), videos, and thought leadership sessions led by Kelly. Once the brand is established, it is imperative that Kelly and UCOP program stakeholders support and promote the brand throughout the organization. The program brand should become as familiar to your hiring managers when they need talent as "UCOP".

iv. ***Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement***

Kelly has a Government division, and we are exploring how we can partner with that group.

v. ***Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.***

We would look at this on a case by case situation

vi. ***Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement***

As Kelly gains wins within the new agreement outside of UCOP, we are happy to help build case studies to show success.

vii. ***Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)***

viii. ***Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:***

- ***OMNIA Partners standard logo;***
- ***Copy of original Request for Proposal;***
- ***Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;***
- ***Summary of Products and pricing;***
- ***Marketing Materials***
- ***Electronic link to OMNIA Partners' website including the online registration page;***
- ***A dedicated toll-free number and email address for OMNIA Partners***

Microsites are websites composed of 1-6 Web Pages. These are usually focused on a specific event or group of requisitions and usually have a clear call to action. The simplest versions essentially are 'funnels' that make it easy to route people responding to online and offline marketing to a specific selection of jobs. We have created and run dozens of microsites that have between them had over 100,000 targeted visitors. We have found the Branding and Funneling capabilities of these to be especially advantageous in reducing Candidate Drop Off rates and driving higher response rates.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

When Kelly assumes responsibility for staffing services held by an incumbent supplier, we develop an implementation plan that considers the role and information required from that incumbent to successfully transition operations to Kelly. The outgoing supplier would be responsible for working with the Kelly and UCOP to understand the transition plan, communicate the change to their employees, facilitate and attend meetings between the Kelly and their employees (if any), and identify with UCOP any deliverables required of them during the transition process. In addition, there would need to be a plan in place to address orders that are currently in process. For example, all 'in process' orders could transition to the Kelly at launch or the incumbent could complete 'in process' orders, while new orders approved on or after the launch date are the responsibility of Kelly.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Yes, we acknowledge and confirm we will do this.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. ***Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency***
- ii. ***Best government pricing***
- iii. ***No cost to participate***
- iv. ***Non-exclusive***

Yes, we confirm we will do this.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement**
- ii. Working knowledge of the solicitation process**
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv. Knowledge of benefits of the use of cooperative contracts**

Yes, we confirm we will do this.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Steve McCarthy
Regional Director
Steve.Mccarthy@Kellyservices.com
(925) 206-9948

ii. Marketing

Steve McCarthy
Regional Director
Steve.Mccarthy@Kellyservices.com
(925) 206-9948

iii. Sales

Jonathan Sa
Regional Director
Jonathan.Sa@Kellyservices.com
(925) 640-2162

iv. Sales Support

Steve McCarthy
Regional Director
Steve.Mccarthy@Kellyservices.com
(925) 206-9948

v. Financial Reporting

Brittney Kessel
Operations Specialist
Brittney.Kessel@kellyservices.com
(763) 691-3123

vi. Accounts Payable

Accounts.Payable@kellyservices.com

vii. Contracts

Steve McCarthy

Regional Director
Steve.Mccarthy@Kellyservices.com
(925) 206-9948

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Our service structure for staffing operations includes multiple options that allow us to craft a custom solution for each client based on the size and scope of their program. Clients with a single service location or with multiple locations that operate independently are supported by our company-owned branches in those markets. Our Branch Managers are responsible for your satisfaction and for directing our teams to support your temporary staffing needs. For larger programs with multiple service locations and consistent volume requirements, we typically assign a National Account Manager from our National Workforce Solutions team, to oversee the program at a national level and drive consistency and accountability. We also offer on-site management for high usage locations where our on-site Talent Manager is the single point of contact for your hiring managers and oversees all Kelly activity at your location. Each client is different, and these options provide us the flexibility to customize an approach for UCOP as we learn more about your requirements and program scope. Please see the response to question I below for further details.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

For UCOP's program, Kelly will appoint a National Account Manager from our National Workforce Solutions team to understand your organizational goals and ensure we align as an organization to address your most pressing business needs. Reporting to Daniel Thomas, VP, your Account Manager will interact with your program sponsors to develop consistent practices for the program for all Kelly delivery locations. This role provides strategic oversight for your program and serves as a consultative resource for process improvement and cost savings initiatives across your enterprise. In addition, your Account Manager will be your entry point to the wider Kelly Services organization to engage Kelly specialists in areas such as safety, billing, specialty recruiting, and implementation, among others.

Your national account team serves as the voice of the client within Kelly. As the client-advocate for UCOP, your National Account Manager is responsible for analyzing and assessing the state of our business partnership and identifying innovative ways to enhance service, such as:

- Consulting on workforce trends and solutions emerging the marketplace
- Identifying and communicating best practices
- Benchmarking UCOP's program against clients of similar size and scope
- Focusing on continuous process and cost improvement

Working with the National Account Manager will be a dedicated Service Manager from our team. The Service Manager is focused on quality operations and efficient service delivery, overseeing the day-to-day activities for the UCOP program, resolving any service issues, and working with our recruiting team supporting UCOP to verify we are meeting expected service requirements.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Steve McCarthy and Jon Sa will partner with OMNIA in ongoing coordination and sales efforts.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Revenue for 2020 was \$4.5B USD. Kelly provides talent management services and solutions to tens of thousands of clients globally, both large and small. Our clients include 75% of the Fortune 100 and leaders across a broad spectrum

of industries including natural resources, high tech, life science, insurance/financial, consumer products, and manufacturing, among others. No single client represents more than 5% of Kelly's overall revenue, so we are not financially dependent on any one client. Due to mutual confidentiality agreements, we are unable to identify these clients by name; however, we have provided a listing by industry and would be happy to discuss our clients in more detail as we continue through the sales process:

- 1) Healthcare Products Manufacturer: \$971M
- 2) Oil & Gas Corporation: \$474M
- 3) Oil & Gas Corporation: \$367M
- 4) Insurance and Financial Services: \$274M
- 5) Equipment Manufacturer: \$233M
- 6) Multinational Conglomerate: \$220M
- 7) Biopharmaceutical Company: \$199M
- 8) Pharmaceutical Company: \$190M
- 9) Multinational Technology Company: \$174M
- 10) Oil & Gas Corporation: \$165M

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Kelly is proactive in developing our invoices—with each designed to incorporate our clients' most frequently requested features, data elements, and formats. Kelly has developed our standard invoices using industry best practices and can include UCOP-specific data elements such as cost centers, ordering sources, types of temporary help, and amount spent. From our flexible menu of options, we can provide UCOP with formats and data elements for different functional areas, including accounts payable, human resources, purchasing/procurement, end users, and operations management. Our electronic offerings will allow UCOP to define the report or sort sequence that best meets your needs for communicating information throughout your organization. Kelly can customize your invoices to meet your needs, including consolidated invoicing, EDI transfers, etc.

Payroll Payment Process - Kelly pays our temporary employees weekly. Our standard payment process is via an electronic method (except where paper checks are required by law). During the hiring process, each Kelly employee can choose the payment option that works best for them:

- Direct deposit to their designated bank account
- Payment through Wisely™ Pay (An employee's pay is loaded directly and electronically onto a reloadable paycard—a convenient option for employees who do not have a bank account or choose not to have their pay deposited into a traditional bank account.)

In states that require the option of paper check distribution, we can mail paychecks to an employee's residence, to a local branch for pick up, or deliver to a client location where Kelly has an on-site representative. Kelly processes payroll twice per week to ensure that we can accurately meet our Friday payroll schedule each week.

Time Submission - At the end of each work week employees enter their time into Kelly Web Time for approval by a designated UCOP approver. Upon approval, all-time records are uploaded electronically to Kelly's centralized payroll center. The time data is downloaded into our payroll system where it is matched to its related assignment information that was entered into our front-office system at your local Kelly branch. Once verified, payroll is processed and each employee receives their pay via their preferred method (direct deposit, electronic payroll distribution or paper check).

Billing - An approved employee time document also initiates billing, ensuring a balance between our payroll and billing systems. Following the matching process at our payroll center, time data is transmitted electronically to our

centralized billing center, where invoices are generated on a weekly basis. Kelly's standard invoice includes optical images of each time document or electronic reporting capability to provide UCOP with an efficient means to verify the hours worked by any Kelly employee.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Kelly will not provide a guarantee of a minimum. As our service with UCOP can vary. However expectation should be over \$1,000,000 in Contract sales per year.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

Kelly would reserve the right to choose whether to issue our own pricing model, or utilize OMNIA.

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

Kelly will not respond to pricing that requires lower than our master agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

Agreed.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Agreed.

v. Detail Supplier's strategies under these options when responding to a solicitation.

These would be viewed on a case by case basis depending on roles required, and relationships of the client and Kelly sales team.



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EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California Office of the President (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for IT Temp and Professional Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$51.9 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public

Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
☐ Yes ☒ No
If yes, list certifying agency:

 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☒ No
If yes, list certifying agency:

 - c. Historically Underutilized Business (HUB)
☐ Yes ☒ No
If yes, list certifying agency:

 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
☐ Yes ☒ No
If yes, list certifying agency:

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process

- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SPH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a

breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES SA Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SA Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SA Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SA Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SPM Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SPM Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES SPM Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SGM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SGM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SGM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SGM Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SGM Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SGM Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Kelly Services

Steve J. McCarthy

Address, City, State, and Zip Code: 999 W Big Beaver Rd, Troy, MI 48084

Phone Number 248-362-4444 Fax Number: _____

Printed Name and Title of Authorized Representative: Steve McCarthy

Email Address: Steve.McCarthy@kellyservices.com

Signature of Authorized Representative:  Date: 5/10/21

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color,

religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor

with all of these contract clauses

- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name

of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within

the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

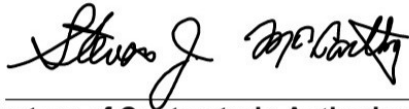
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 an 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, Kelly Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Steve McCarthy Regional Director Sales for Technology

Name and Title of Contractor's Authorized Official

5/10/21

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with

the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work

being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance

bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Steve J. McCarthy

Address, City, State, and Zip Code: 999 W. Big Beaver, Troy, MI 48084

Phone Number: (248) 362-4444 Fax Number: _____

Printed Name and Title of Authorized Representative: Steve McCarthy

Email Address: Steve.McCarthy@kellyservices.com

Signature of Authorized Representative: Steve J. McCarthy Date: 5/10/21

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a

breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Kelly Services

Address, City, State, and Zip Code: 999 W Big Beaver Rd, Troy, MI 48084

Phone Number 248-362-4444 Fax Number: _____

Printed Name and Title of Authorized Representative: Steve McCarthy

Email Address: Steve.McCarthy@kellyservices.com

Signature of Authorized Representative:  Date: 5/10/21

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color,

religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor

with all of these contract clauses

- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name

of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within

the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

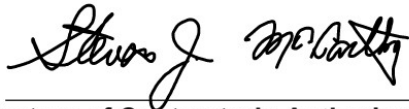
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 an 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, Kelly Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Steve McCarthy Regional Director Sales for Technology

Name and Title of Contractor's Authorized Official

5/10/21

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with

the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work

being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance

bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Steve J. McCarthy

Address, City, State, and Zip Code: 999 W. Big Beaver, Troy, MI 48084

Phone Number: (248) 362-4444 Fax Number: _____

Printed Name and Title of Authorized Representative: Steve McCarthy

Email Address: Steve.McCarthy@kellyservices.com

Signature of Authorized Representative: Steve J. McCarthy Date: 5/10/21

P. ☐ Other: _____
Q. ☐ Other: _____

⁴ For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- R. ☐ Other: _____
- S. ☐ Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

- A. ☐ California Confidentiality of Medical Information Act (CMIA) *.
- B. ☐ California Consumer Privacy Act (CCPA).
- C. ☐ California Information Practices Act (IPA).
- D. ☐ European Union General Data Protection Regulation (GDPR)*.
- E. ☐ Family Educational Rights and Privacy Act (FERPA) *.
- F. ☐ Federal Policy for the Protection of Human Subjects ("Common Rule").
- G. ☐ Genetic Information Nondiscrimination Act (GINA).
- H. ☐ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.
- I. ☐ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.
- J. ☐ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
- K. ☐ The Fair and Accurate Credit Transaction Act (FACTA).
- L. ☐ The Fair Credit Reporting Act (FCRA).

Data Security

- M. ☐ Chemical Facility Anti-Terrorism Standards (CFATS).
- N. ☐ Defense Federal Acquisition Regulations (DFARS).
- O. ☐ Export Administration Regulations (EAR).
- P. ☐ Federal Acquisition Regulations (FARS).
- Q. ☐ Federal Information Security Modernization Act (FISMA).
- R. ☐ International Traffic in Arms Regulations (ITAR).
- S. ☐ Payment card data (PCI, PCI DSS).
- T. ☐ Toxic Substances Control Act (TSCA).
- U. ☐ Other: _____
- V. ☐ Other: _____
- W. ☐ Other: _____
- X. ☐ Other: _____

Exhibit 2

Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]

See documents uploaded to CalUSource



INFORMATION SECURITY POLICY

Kelly Services Information Security Mission & Purpose

Policy Summary

Responsibility & Accountability

Following are a few key excerpts from this section of the ISP (these are only partial but are provided as a general indication of human resource expectations):

- All Information Systems Users are expected to, at all times, comply with this Information Security Policy.
- Users are required to comply with any mandatory training and/or policy acknowledgement requests.....
- All Users are responsible for maintaining awareness of vulnerabilities and threats.....
- (details intentionally omitted)

Employees who violate any terms of this policy may be subject to disciplinary action up to and including termination of employment and pursuit of civil or criminal prosecution.

Policy Management

Employee Privacy

Information System Security – Information Security

Information Classification

- Ownership and Monitoring
- Data Classification and Management
- Information Retention

Information Handling

- Cloud Storage
- Removable Storage Devices
- Software as a Service
- Physical Document Handling
- Litigation Holds

Information System Security – Incident Response

Information System Security – User Access

User Accountability

User Accounts

- Creation, Deletion, and Transfer:
- User Access

Exhibit 1 – Institutional Information

1. Protection Level Classification⁴:

☒ Protection Level 1 – Kelly's primary service is providing IT resources that would follow UC Policies and procedures.

☐ Protection Level 2

☐ Protection Level 3

☐ Protection Level 4

Explanation:	Kelly provides IT talent to UC on various initiatives and the talent works at the direction of a SOW/TO for a UC leader, using UC equipment, with a UC user-name and password (credentials), a UC (Temp/Contract) badge, and following UC policies / procedures. Since this is a talent engagement, Kelly does not hold or process any UC data in any Kelly systems or equipment.
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The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

- A. ☐ Animal Research Data.
- B. ☐ Controlled Technical Information (CTI).
- C. ☐ Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. ☐ Defense Department: Covered Defense Information (CDI).
- E. ☐ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. ☐ GDPR personal data.
- G. ☐ GDPR special data.
- H. ☐ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. ☐ Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. ☐ Human Subject Research Data.
 - 1. ☐ Identified.
 - 2. ☐ Anonymized.
- K. ☐ Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ☐ ITAR/EAR-controlled data.
- M. ☐ Payment card data (PCI, PCI DSS).
- N. ☐ Personally identifiable information – PII.
- O. ☐ Student data, whether or not subject to FERPA.

P. ☐ Other: _____
Q. ☐ Other: _____

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- Physical Document Handling
- Litigation Holds

Information System Security – Incident Response

Information System Security – User Access

User Accountability

User Accounts

- Creation, Deletion, and Transfer:
- User Access

Password Security

Information System Security – Device Security

Kelly-Owned Devices

- Laptop, Desktop, and Computer Storage/Security
- Kelly-Issued Mobile Devices
- Returning Devices

Management of Computing Devices

- Hardware Disposal
- System and Application Updates
- System Configuration
- Downloading and Installation of Programs

Personal Devices

- Personal Device Usage
- Kelly Network Access
- Unauthorized Network Devices

Information System Security – Communication Systems

E-Mail and Messaging

- Use and Security
- E-Mail Retention
- Voicemail

Remote Access

Definitions

Related Documents and Policies

Contact

Kelly Global Compliance Program–Attestation Statement

January, 2021

Kelly Services maintains a security and compliance program that ensures the continual implementation of strong technical and administrative controls over its systems and the personal and confidential information contained within. Kelly Services review these frameworks annually to ensure they continue to meet the enterprise-wide compliance coverage required based on the nature of Kelly's business.

Kelly Services is subject to the following regulatory compliance or self-directed requirements:

- **Sarbanes-Oxley Act of 2002 (SOX)** established to protect investors from the possibility of fraudulent accounting activities by corporations, improve financial corporate disclosures, and prevent accounting fraud. As a result, Kelly Services established a strong Internal Controls and Internal Audit structure over operational business and IT processes to provide confidence, completeness, accuracy and integrity of our financial reporting. This is reflected in Kelly's published 10K financial reporting.
- **European Union (EU) General Data Protection Regulation (GDPR)** established for data protection and privacy for all individuals within the EU and the export of personal data outside the EU. Kelly Services, understanding its role as a Data Processor, implemented the necessary safeguards, policies, Data Protection Agreements, and updated operational processes to comply with this new privacy requirement. To facilitate international transfers Standard Contractual Clauses (SCC) are signed internally between all of our corporate entities, ensuring that our operations are able to continue.
- **California Consumer Privacy Act (CCPA)** was designed to protect the data privacy rights of citizens living in California. Kelly Services does not sell personal data and has implemented processes to apply the same privacy rights to all American consumers as is afforded to consumers in California.
- **National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF)** was established to foster risk and cybersecurity management communications, and is a collection of standards, guidelines, and practices for organizations to better manage and reduce cybersecurity risk and foster risk and cybersecurity management communications amongst both internal and external organizational stakeholders. Kelly maintains and annually audits compliance to the NIST CSF demonstrates the prioritization and focus on cyber security protections of Kelly's assets. Parties wishing Kelly to utilize their specific framework should reference the 'Informative References' information on the NIST web site to map Kelly's NIST framework to their own. <https://www.nist.gov/cyberframework/csf-reference-tool>
- **Payment Card Industry Data Security Standards (PCI-DSS)** established to ensure security standards for Credit card data protection defined the secured processing and transmission of card information which Kelly follows to provide additional assurances for our customers.
- **Third Party Risk Management program** - In addition to the rigorous monitoring of Kelly's internal financial, operational, and technology environments, Kelly leverages a 3rd party service (Bitsight) to monitor critical suppliers and ensure these strategic partners are managing their respective operational and technical environments to a similarly high standard.

These efforts, in aggregate, ultimately result in a robust combination of global audits and reviews over Kelly's technical and administrative security, privacy, and financial controls by various internal and independent parties: Kelly's internal IT Security, Risk and Compliance organizations, an independent

Kelly Global Compliance Program–Attestation Statement

Internal Audit organization, as well as its Registered Public Accounting Firm, PricewaterhouseCoopers, LLP. These audits have resulted in Kelly publishing a favorable audit opinion from PricewaterhouseCoopers since the implementation of SOX requirements in 2004, as well as adhering to the GDPR as of May 2018, CCPA , and lastly, compliance to PCI–DSS since 2011.

Taken in total, Kelly’s continued, proactive dedication to a global compliance program demonstrates Kelly’s level of security over the data (encrypted by default at rest, in motion or in use), and systems it controls is sufficient to provide reasonable assurance to any individual or entity that their data or systems are secured, and, as a result, any further attestation requests outside of this stated compliance frameworks above will only be considered as part of a funded engagement from the requesting party.

