

This AGREEMENT made and entered into this 18th day of October 2016, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and Springsted Incorporated, a company in the State of Missouri, hereinafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2017-020 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.

Service Provider will invoice the City for work completed based on the following schedule:

#### Objective 1

| Time of Invoice                                   | Percentage Invoiced | Cumulative Percentage Invoiced |
|---|---------------------|--------------------------------|
| Completion of Project Initiation                  | 25%                 | 25%                            |
| Distribution of Employee Survey                   | 25%                 | 50%                            |
| Facilitation of Goal Setting Meeting              | 20%                 | 70%                            |
| Completion of SWOT Analysis                       | 20%                 | 90%                            |
| Completion of Draft Total Compensation Philosophy | 10%                 | 100%                           |

#### Objective 2

| Time of Invoice                                  | Percentage Invoiced | Cumulative Percentage Invoiced |
|--|---------------------|--------------------------------|
| Completion of Project Initiation                 | 10%                 | 10%                            |
| Completion of Position Analysis Questionnaires   | 25%                 | 35%                            |
| Distribution of Compensation Survey              | 20%                 | 55%                            |
| Comparison of Current Pay Structure(s) to Market | 20%                 | 75%                            |
| Completion of Draft Pay Structure(s)             | 15%                 | 90%                            |
| Completion of Final Report                       | 10%                 | 100%                           |

3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in PART II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. The term of this Agreement shall begin on the date of execution and shall extend through June 30, 2017. Additionally, the City may renew the Agreement for up to four (4) additional one year terms for the purposes of providing on-call services related to updates and modifications to the Compensation Study and Compensation Philosophy established by the Service Provider. Any renewals for on-call services will be subject to the hourly rates as outlined herein. All pricing identified on the pricing page shall be in effect for the stated agreement term.

5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

\_\_\_\_\_  
Procurement Officer of Record  
\_\_\_\_\_  
Stephen A. Arbo, City Manager      Date

Springsted Incorporated  
Company Name  
*Bonnie Matson*  
Company Authorized Signature  
Principal      10-21-14  
Title      Date  
Bonnie Matson  
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:  
\_\_\_\_\_  
Office of the City Attorney

PART 1  
Scope of Services

Scope of Services:

Objective 1: To provide consulting services to the City of Lee's Summit for the creation of a compensation philosophy.

Background work in creation of the philosophy should include the following services:

1. Review current City compensation program.
2. Facilitate a goal setting process with the City's Management Team as well as a discussion with the City Council regarding organizational total compensation goals and any limitations or restrictions.
3. Guide the City in identifying its competitive 'market', either public or private, which will include comparators/competitors for Lee's Summit employees.
4. Survey City employees and facilitate up to five (5) focus groups with a statistically valid, random sample of employees (identified by the City to ensure representation of the City's workforce) to obtain information on the methods and levels of compensation and benefits currently provided, as well as the perceived value of total compensation elements to employees.
5. Conduct 'SWOT' or similar analysis of the City's compensation and benefit systems/practices.
6. Research, analyze, and summarize popular and modern methods types of compensation and benefits.
7. Present initial results to the City Management Team and Council - information gained from these discussions will serve as the basis for the development of a draft total compensation philosophy for the City's consideration.
8. Draft a total compensation philosophy based on elements 1-7, which will serve as a work in progress and set more specific expectations for the second objective of the Study.

Objective 2: Review the existing compensation and classification plan to identify market equity position or competitive position, recommend compensation/benefit changes based on current compensation and classification structure, and recommend compensation/benefit changes based on the outcome of Objective 1. Background work to complete this phase should include the following services:

- A. Classification Plan
  1. Gather data and necessary information through the use of questionnaires, job audits, personal interviews, or other accepted methods, to develop and/or revise job descriptions related to positions, tasks, and responsibilities.
  2. Work with the Human Resources Director to ensure job description/responsibilities are available for each employee and they accurately reflect job description to responsibilities.
  3. Create a classification structure that evaluates the job content of each position using a methodology that will construct a relative ranking of positions.
  4. Identify career ladders/promotional opportunities that may exist.
  5. Present proposed classification structure to the City's Management Team, during an onsite meeting(s) and subsequent follow-up, for review and feedback.
  6. Finalize classification structure and specifications and recommend appropriate allocation for employees whose classification may have changed.
- B. Compensation Plan
  1. Develop job summaries for up to 125 benchmark positions. Summaries are to include a synopsis of each benchmark position's key responsibilities and minimum job qualifications to facilitate accurate matching and comparison with comparable positions in the City's competitive market.
  2. Conduct a comprehensive market-based survey to establish benchmarking standards and include a comparison and analysis of compensation of comparable public and private employers (if local private employers choose not to respond, supplement the information collected with published private sector data). This survey will be more extensive than a typical classification and compensation survey and will include base salary, pay ranges, retirement, medical, dental, vision, etc. expenditures from benchmark organizations, where available, and will be used to calculate a salary cost per FTE, benefit cost per FTE, and benefit cost as a percentage of salary expenditures for benchmarking purposes.
  3. Upon completion of the compensation survey, prepare a summary comparing the City's current pay structure(s) to the aggregate market data, compiled for each benchmark position for which sufficient data has been collected.
  4. Based on these relative cost figures, and the perceived value of benefits to employees established during Objective 1, identify any potential benefit and/or variable pay offering the City may want to consider based on

best and/or prevailing market practices, as well as the research conducted regarding emerging trends in employee compensation and benefit programs.

5. Develop up to five (5) implementation costing scenarios to implement the new pay structure(s). This will include establishing target levels of competitiveness for these structures relative to market (i.e. the City's competitive position) as well as the establishment of any "time in position" or "performance-based" adjustments in accordance with the City's policy decisions and new compensation philosophy. Implementation scenarios will include a summary of the cost to implement base salary adjustments determined by the City's policy decision(s), as well as individualized salary cost for each employee.
6. Identify best practices for management and administration of compensation and benefit systems.
7. Present data-driven rationale for recommendations in written report, and present the new compensation plan and implementation process to the City's Management Team to educate the group and answer questions.
8. Present the final report and recommendations to City Council.
9. Educate and train City staff to properly implement and maintain the classification and compensation program in the future.

C. Other

1. Provide regular status updates related to the processes and procedures that can be shared with the City's employees.
2. Prepare written report of recommendations, including discussion of methods, techniques, and data used to develop the Classification and Compensation Plan. A total of twenty (20) paper copies and one (1) electronic submission will be required of the final report and supporting documents.

Additional Services (Maintenance):

- A. Supplemental to the primary scope of services identified herein, the City requests cost proposals separate from the items above, for supplemental services that include a periodic review and assessment of implementation over a five year period following the study. These services would be on an as requested basis and may include, at a minimum, the following services:
  - Periodically, using a sample of employees, identify discrepancies between the compensation philosophy and actual pay and benefit amounts
  - Periodically, provide a market based survey of compensation and benefits amounts using the comparators/competitors established during Objective 1
  - Periodically provide recommendations for the classification of new jobs
  - Periodically review salary ranges for job classifications to ensure market equity
  - Periodically provide funding recommendations, or specific pay changes, to help the City achieve the compensation philosophy
  - Provide analysis and assessment of any proposed change to compensation and benefits being contemplated during collective bargaining efforts
  - At the request of the client, provide a staffing analysis using industry accepted practices and metrics

FORM NO. 6A: "FEE SCHEDULE"  
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

| <u>PERSONNEL CLASSIFICATION</u> | <u>TYPICAL WORK TASKS</u> | <u>HOURLY BILLING RATES</u> |
|---------------------------------|---------------------------|-----------------------------|
| Principal & Senior Officer      |                           | \$ 260                      |
| Senior Professional Staff       |                           | \$ 215                      |
| Professional Staff              |                           | \$ 160                      |
| HR Analyst/Project Coordinator  |                           | \$ 100                      |
| Associates                      |                           | \$ 75                       |
|                                 |                           | \$                          |
|                                 |                           | \$                          |
|                                 |                           | \$                          |
|                                 |                           | \$                          |
|                                 |                           | \$                          |
|                                 |                           | \$                          |
|                                 |                           | \$                          |

Springsted Incorporated

Company Name  
9229 Ward Parkway, Suite 104  
 Address  
Kansas City, MO 64114  
 City/State/Zip  
816-333-7200                      816-333-7299  
 Telephone #                              Fax #  
41-1754318  
 Tax ID No.

TL Cox

Authorized Person (Print)  
 Signature  
Vice President  
 Title  
August 23, 2016  
 Date  
Corporation  
 Entity Type:

**FORM NO. 6B: TOTAL PROJECTS COSTS**

Total project costs shall include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses:

**Objective 1 Total Cost** \$ 39,800

**Objective 2 Total Cost** \$ 185,700

**Additional Services (Maintenance)-Periodic Review and implementation assessment per request over a five (5) year period:**

Periodic Review Cost \$ Varies based on system being maintained /ea.

Springsted Incorporated

Company Name  
9229 Ward Parkway, Suite 104

Address  
Kansas City, MO 64114

City/State/Zip  
816-333-7200                      816-333-7299

Telephone #                      Fax #  
41-1754318

Tax ID No.

TL Cox

Authorized Person (Print)

  
Signature  
Vice President

Title  
August 23, 2016

Date  
Corporation

Entity Type:

**PART III**  
**INSURANCE REQUIREMENTS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**CERTIFICATE OF INSURANCE.** The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

**NOTICE OF CLAIM.** The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

**INDUSTRY RATING.**

The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating; OR
- Is a company mutually agreed upon by the City and the Consultant.

**SUB-CONSULTANT'S INSURANCE.** If any part of the contract is to be sublet, the Consultant shall either:

Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

**SELF-INSURED RETENTIONS/DEDUCTIBLES.** Any Consultant that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City such amounts shall be the sole responsibility of the Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

**PROFESSIONAL LIABILITY:** Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions.

**COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

|  |             |
|--|-------------|
| Each occurrence:                         | \$1,000,000 |
| Personal & Advertising Injury:           | \$1,000,000 |
| Products/Completed Operations Aggregate: | \$1,000,000 |
| General Aggregate:                       | \$1,000,000 |

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

**AUTOMOBILE LIABILITY.** Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- Any Auto; OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,  
Bodily Injury and Property Damage: \$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

**WORKERS' COMPENSATION.** This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

|                            |                         |
|----------------------------|-------------------------|
| Workers' Compensation:     | Statutory               |
| Employer's Liability:      |                         |
| Bodily Injury by Accident: | \$100,000 Each Accident |
| Bodily Injury by Disease:  | \$500,000 Policy Limit  |
| Bodily Injury by Disease:  | \$100,000 Each Employee |

**GENERAL INSURANCE PROVISIONS**

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury  
Independent Contractors  
Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.



**PART IV**  
**GENERAL CONDITIONS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**  
**City of Lee's Summit, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
  - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
  - c. The term "City" means City of Lee's Summit, MO.
  - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
  - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
  - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposal s will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
  - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.

12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
23. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **DAVIS BACON ACT:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT  
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063  
Phone: 816-969-1087 Fax: 816-969-1081  
Email: [DeeDee.Tschirhart@cityofls.net](mailto:DeeDee.Tschirhart@cityofls.net)

**TITLE-SIGNATURE PAGE**

**REQUEST FOR PROPOSAL NO: 2017-020**

The City of Lee's Summit will accept electronically submitted proposals through Public Purchase from qualified persons or firms interested in providing the following: **COMPENSATION PHILOSOPHY AND STUDY**

**IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF TUESDAY, AUGUST 23, 2016, 2:00 P.M. LOCAL TIME**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR TUESDAY, AUGUST 16, AT 1:30P.M. IN THE CITY COUNCIL CONFERENCE ROOM CITY HALL**

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

**Respondent is REQUIRED to complete, sign and return this form with their submittal.**

Springsted Incorporated

Company Name

9229 Ward Parkway, Suite 104

Address

Kansas City, MO 64114

City/State/Zip

816-333-7200

Telephone #

816-333-7299

Fax #

[tlcox@springsted.com](mailto:tlcox@springsted.com)

E-mail

TL Cox

Authorized Person (Print)



Signature

Vice President

Title

August 23, 2016

Date

41-1754318

Tax ID #

Corporation

Entity Type

ENCLOSURE III  
**TABLE OF CONTENTS**

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

|    |  |                            |
|----|--|----------------------------|
| A. | TITLE-SIGNATURE PAGE   | Page 1                     |
| B. | TABLE OF CONTENTS:<br>Submit this page with page numbers provided.   | Page 2                     |
| C. | LETTER OF TRANSMITTAL:<br>Limit to four (4) pages; to be submitted on the provider's letterhead.<br>1. Concisely state the provider's understanding of the services required by the City.<br>2. Include additional relevant information not requested elsewhere in this RFP.<br>3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider. | Attachment                 |
| D. | ADDENDA (if applicable)<br>The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.  | Attachment                 |
| E. | PROVIDER PROFILE:<br>Form 1 provided   | Page 3                     |
| F. | LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE:<br>Form 2 provided  | Page 4                     |
| G. | EXPERIENCE/REFERENCES:<br>Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).   | Page <u>6</u> - <u>11</u>  |
| H. | RESUMES OF KEY PERSONNEL:<br>Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).  | Page <u>12</u> - <u>17</u> |
| I. | PROJECT APPROACH NARRATIVE:<br>Form 5 provided (This form must be signed and dated).   | Page <u>18</u> - <u>25</u> |
| J. | COST:<br>Forms provided: 6A and 6B   | Page <u>26</u>             |
| K. | Affidavit, Work Authorization - Form provided<br>(Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000  | Page <u>27</u>             |
| L. | E-Verify Program's Memorandum of Understanding Electronic Signature Page<br>(Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)  | Page <u>28</u>             |



Springsted Incorporated  
9229 Ward Parkway, Suite 104  
Kansas City, MO 64114

Tel: 816.333.7200  
Fax: 816.333.7299  
www.springsted.com

## LETTER OF TRANSMITTAL

August 23, 2016

Ms. DeeDee Tschirhart  
Senior Procurement Officer  
City of Lee's Summit  
Procurement and Contract Services Department  
220 S.E. Green Street  
Lee's Summit, Missouri 64063

Re: **Request for Proposal to Provide a Compensation and Philosophy Study, RFP # 2017-020**

Dear Ms. Tschirhart:

Please allow me to begin by thanking you for the opportunity to submit this proposal for the City of Lee's Summit's (i.e. the City or Lee's Summit) review. Springsted Incorporated is one of the largest independent public sector advisory firms in the United States. For more than sixty (60) years we have partnered with entities large and small on a variety of initiatives including classification and compensation studies, community surveys, organizational improvement projects, strategic planning sessions and performance evaluation systems.

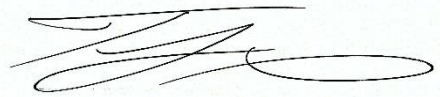
For a variety of reasons, Springsted is the ideal firm to partner with the City on its compensation and philosophy study:

- **Springsted is a leader in organizational management/human resources consulting on both national and local levels.** The proposed Springsted consulting team has extensive expertise providing advisory services to organizations similar in size and complexity to the City of Lee's Summit. We completed more than 243 projects in 2015 alone!
- **Springsted is one of the leading providers of compensation services to the public sector, specifically local government.** In the past five (5) years, Springsted has completed classification and compensation studies for public sector organizations in seventeen (17) states, *including Missouri*. Therefore, our consultants have an in depth understanding of current market trends and practices and will leverage this knowledge to help guide the City in this engagement. We will move beyond the traditional role of a "consultant" and instead become a trusted partner to the City, its leadership and employees.

City of Lee's Summit, Missouri  
August 23, 2016  
Page 2

Our team would be pleased to be counted among the firms you feel could effectively provide Lee's Summit's compensation and philosophy study and would welcome the opportunity to discuss our qualifications and recommended approach in greater detail.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'TL Cox', is written over a light blue rectangular background.

TL Cox, Vice President  
*Consultant*

sml

RFP NUMBER 2017-020  
ADDENDUM NO. 1

The original Request for Proposal for *Compensation Philosophy and Study* remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

**SUBMITTED QUESTIONS**

Question 1: Do we need to be licensed in the State of Missouri and/or the City of Lee's Summit only if we are chosen to conduct this study?

Answer 1: Yes.

Question 2: Do we have to possess any licenses prior to being selected to perform the study?

Answer 2: No.

Question 3: Can we attend the pre-proposal conference by telephone? If so, can you give us the number to call?

Answer 3: *Not at this time since attendance is not mandatory. If that changes, you will be informed. Note: an addendum will be issued after the pre-proposal. All Q's and A's will be addressed and the addendum will be published on Public Purchase.*

Question 4: For Form No. 4: Resumes of Key Personnel, can we attach bios for each member of our proposed project team?

Answer 4: Yes. Placement should be in the order of the TOC.

Question 5: For Form No. 5: project Approach Narrative, can we attach a detailed approach and work plan to this form?

Answer 5: Yes. Placement should be in the order of the TOC and clearly labeled.

Question 6: Must all responses to the RFP be included on the forms OR can we attach narrative?

Answer 6: See Q5.

Question 7: Is there a preferred timeline for completing the study?

Answer 7: *The preferred timeline can be found on page 6 of the RFP. Generally, pending City Council approval, the City would like to start the project during September/October and be finished no later than June 30, 2017.*

Question 8: Under 1.1 it indicates that the City has 315 unique positions and approximately 767 full time equivalents (FTE). Is this the number of unique job titles and corresponding employees to be included in the engagement?

Answer 8: *Correct. The City has 315 unique positions like Police Officer, Accountant, Attorney, etc. and approximately 767 full time equivalents, or approximately 1,015 employees (head count) serving in those positions.*

Question 9: Under 2.0, some of the deliverables are to "[establish] target levels of competitiveness in the marketplace" and to "analyze and determine financial sustainability of proposed philosophy and fiscal impact of proposed changes to current methodologies." Generally speaking, these two elements (developing the City's position relative to the market data and estimating the implementation cost of proposed compensation changes) would be accomplished within Objective 2 (i.e. after the competitive analysis is conducted). Is the City agreeable to discussing these objectives with the successful respondent and revising the scope of services within each based on compensation best practices?

Answer 9: *The City would agree to work with the successful respondent to identify the appropriate process and steps to successfully complete the project however the City is requesting the completion of all deliverables.*

Question 10: Within the second objective, it states: "To the extent possible, provide a per capita analysis of staffing levels for each commonly similar job classification." Can you elaborate on this requirement? How detailed an analysis does the City anticipate regarding staffing levels and is this for all departments, or select workgroups?

Answer 10: *Following the identification of comparable local government entities (Cities and Counties), the City is requesting a per capita analysis of staffing levels for the common and comparable positions shared by each entity. For example, the City of Lee's Summit may have a Police Officer ratio of 1 officer for every 1,000 citizens. The City is seeking similar information from the other local government entities. The City would request this comparison for positions that have 3 or more employees with the same position title. The preferred deliverable would be some sort of matrix or table to list the ratios*

Question 11: Also in objective 2, there is a reference to reviewing the equity of current employee salaries based on named criteria, which includes “experience” and “past performance evaluations.” Can you elaborate on the City’s expectation regarding this requirement? Specifically, does the City anticipate that the analysis would include only experience required for entry into the position (minimum qualifications) as well as time in position, or that an individual incumbent’s experience is to be reviewed, even if it is prior to their tenure with the City? If so, in what format and how accurately could the City provide this information? Likewise, how many years of past performance management information has the City maintained and in what format will it be provided?

Answer 11: *The City is seeking to identify and correct salary compression issues and/or penetration through the salary range, based upon years of service (experience) to the City, when controlled for previous performance evaluations. Previous work experience, outside the City of Lee’s Summit, is not considered to be a factor of this analysis as it is generally considered upon an offer of employment (starting salary).*

Question 12: It appears the City anticipates two simultaneous studies, as you want “a recommended classification and pay rate based on our current compensation and benefit system, and a recommended classification and pay rate based on any new compensation and benefit system that will be recommended to City Council.” Generally speaking, it is likely far more cost effective for the successful consultant selected as a result of this process to simply recommend a new classification and compensation system based on their respective practices. A “dual path” would essentially result in 2X the amount of hours going into the project and therefore a significantly higher cost for the City. Is the City open to reconsidering this requirement?

Answer 12: *It is the City’s desire to not significantly change the scope of work or deliverables. The ‘dual path’ was contemplated in the event that if the established compensation philosophy/policy is determined not to be attainable or practical due to financial or political reasons, the City would have a ‘base’ analysis to guide changes. The City recognizes this would require significantly more work than only identifying changes for one recommendation.*

Question 14: What is the City’s desired schedule for this project?

Answer 14: *The City anticipates working with the successful respondent to identify a project schedule for each deliverable and milestone however, the City requests the project to be completed by June 30, 2017.*

Question 15: Can the City share the approved budget for this project?

Answer 15: *The City has budgeted \$250,000 for this project.*

#### ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. 1 of RFP No. 2017-020 titled **Compensation Philosophy and Study** by his/her signature affixed hereto, and shall attach this Addendum to the original bid submitted

CERTIFICATION BY BIDDER:

SIGNATURE: 

TITLE: Vice President

COMPANY: Springsted Incorporated

DATE: August 23, 2016



**FORM NO. 1: PROVIDER PROFILE**

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:  
Springsted Incorporated  
380 Jackson Street  
Suite 300  
St. Paul, MN 55101
- 1a. Provider /Firm is:  National \_\_\_ Regional \_\_\_ Local
  
- 1b. Year Provider/Firm Established: 1959
  
- 1c. Years of Experience performing compensation philosophy and compensation studies for municipalities: 40+
- 1d. Licensed to do business in the State of Missouri:  Yes \_\_\_ No
- 1e. Principal contact information: Name, title, telephone number and email address:  
TL Cox, Vice President  
469-515-0646  
tlcox@springsted.com
- 1f. Address of office to perform work, if different from Item No. 1:  
9229 Ward Parkway, Suite 104  
Kansas City, MO 64114
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:  
Consultant - 3  
Project Manager - 1  
HR Analyst - 1
  
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
  
  
  
  
  
  
  
  
  
  
- 3a. Has this Joint Venture previously worked together? \_\_\_ Yes \_\_\_ No

**FORM NO. 2: KEY OUTSIDE CONSULTANTS**

Each respondent must complete this form for all proposed sub-consultants.

**SUB-CONSULTANT #1**

Name & Address

N/A

Specialty/Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing Compensation Philosophy and Compensation Studies: \_\_\_\_\_

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

---

**SUB-CONSULTANT #2**

Name & Address

N/A

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

- Years of Experience providing Compensation Philosophy and Compensation Studies: \_\_\_\_\_
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

---

**SUB-CONSULTANT #3**

Name & Address

N/A

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

- Years of Experience providing Compensation Philosophy and Compensation Studies: \_\_\_\_\_
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

## Project Director References

Although we have included in Form NO. 3 a minimum of five (5) references (to demonstrate that Springsted meets the City's minimum qualifications), we have countless others that could be provided upon request. Moreover, since Springsted's proposed project director, TL Cox, joined the company in December, we have included below contact information from additional organizations (who TL has served in such a capacity before) who can speak to his ability to oversee a project similar in size and complexity to what Lee's Summit is requesting.

### **Active Project (through Springsted):**

#### **City of El Paso, Texas**

*Executive compensation survey*

**Ms. Claudia Lujan**, Assistant Human Resources Director

915-212-1241

LujanCA@elpasotexas.gov

#### **City of Austin, Texas, Police Retirement System**

*Total compensation survey*

**Mr. Jim Beck**, Vice Chair

512-773-7537

jimbeck@austin.rr.com

#### **City of Portland, Texas**

*Comprehensive classification and compensation study*

**Mrs. Michel Sorrell**, Former Finance Director (currently Controller with the City of Georgetown)

512-931-7702

Michel.Sorrell@georgetown.org

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of St. Joseph, Missouri

Completion Date (Actual or Estimated): 12/31/2012

Project Owners Name & Address: 1100 Frederick Avenue, St. Joseph, MO 64501

Project Owner's Contact Person, Title & Telephone Number: Patty Robbins, Purchasing Agent, 816-271-4787

Estimated Cost (in Thousands) for Entire Project: \$62,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible). Comprehensive classification and compensation study

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Ann Antonsen

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Wheaton, Illinois

Completion Date (Actual or Estimated): 8/31/2013

Project Owners Name & Address: 303 West Wesley Street, PO Box 727, Whaton, Illinois, 60187-0727

Project Owner's Contact Person, Title & Telephone Number: Joan Schouten, Procurement Officer, MBA, CPIM, CPPB, 630-260-2000

Estimated Cost (in Thousands) for Entire Project: \$ 15,980

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible). Comprehensive classification and compensation study

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the

City's project: Ann Antonsen

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Coon Rapids, Minnesota

Completion Date (Actual or Estimated): 9/1/2012

Project Owners Name & Address: 11155 Robinson Drive NW, Coon Rapids, MN 55433-3761

Project Owner's Contact Person, Title & Telephone Number: Matt Stemwedel, City Manager, 763-767-6486

Estimated Cost (in Thousands) for Entire Project: \$28,710

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible). Comprehensive classification and compensation study

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Ann Antonsen

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: Minnehaha Creek Watershed District, Minnesota

Completion Date (Actual or Estimated): 5/31/2014 plus ongoing HR work

Project Owners Name & Address: 15320 Minnetonka Boulevard, Minnetonka, Minnesota 55345

Project Owner's Contact Person, Title & Telephone Number: Mr. David Mandt, Operations and Support Services Director,  
952-641-4503

Estimated Cost (in Thousands) for Entire Project: \$ 17,500

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible). Classification and Compensation Study; HR  
Practice Analysis

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the  
City's project: Julie Urell, Matt Stark

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: Minnesota Prairie County Alliance

Completion Date (Actual or Estimated): 1/1/2015

Project Owners Name & Address: 22 6th St. East, Dept. 401, Mantorville, Minnesota 55955

Project Owner's Contact Person, Title & Telephone Number: Ms. Jane Wilcox Hardwick, Executive Director, 507-923-2907

Estimated Cost (in Thousands) for Entire Project: \$ 40,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible). Classification and Compensation Study

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Julie Urell, Matt Stark



**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:  
TL Cox, Vice President and Consultant
  
- b. Project Assignment:  
Lead Consultant
  
- c. Name of Service Provider/Firm with which associated:  
Springsted Incorporated
  
- d. Years Experience:  
With this service provider/firm 1 other service providers/firms
  
- e. Education: Degree(s)/Year/Specialization:  
University of Texas, Arlington, Texas  
Master of Public Administration  
Southeastern Oklahoma State University, Durant, Oklahoma  
Bachelor of Arts, Political Science/Communication
- f. Current Registration(s):

- g. Other Experience & Qualifications relevant to the proposed project:

Mr. Cox is a Vice President and Consultant in Springsted's Management Consulting Services department specializing in classification and e-solutions. He has an extensive background in classification and compensation, information technology, program/project management, procurement, process re-engineering and organizational transformation.

Mr. Cox previously served the roles of Chief Information Officer (CIO), Director of Consulting Services and Solutions, Program Manager and Systems Administrator/Analyst for various public and private organizations including The City of Tulsa, The Waters Consulting Group, Inc. and The Chickasaw Nation Division of Commerce. As CIO for the City of Tulsa, Mr. Cox managed 142 employees and an approximately \$24M budget. While leading the Information Technology Department, he stabilized a number of enterprise projects; procured and negotiated contracts for replacement CRM and IVR solutions; and reduced the department's operating budget by approximately \$1.6M in slightly over one fiscal year.

As Director of Consulting Services and Solutions for The Waters Consulting Group, Inc., Mr. Cox completed classification and compensation studies for cities, counties, special districts, non-profit organizations, and institutions of higher education. Additionally, he directed WCG's total compensation solutions, pay structure design and modification platforms and online salary and benefit surveys for various municipalities as well as the Texas Municipal League (TML), International City/County Management Association (ICMA), Pennsylvania League of Cities and Municipalities (PLCM), League of Minnesota Cities (LMC), Louisiana Municipal Association (LMA) and American Chamber of Commerce Executives (ACCE).

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

a. Name and Title:

Ann Antonsen, Vice President and Consultant

b. Project Assignment:

Consultant

c. Name of Service Provider/Firm with which associated:

Springsted Incorporated

d. Years Experience:

With this service provider/firm 11 other service providers/firms \_\_\_

e. Education: Degree(s)/Year/Specialization:

University of Minnesota, Minneapolis, Minnesota  
Bachelor of Arts in Psychology  
Continuing Legal Education Courses

f. Current Registration(s):

International Public Management Association in Human Resources (IPMA)

g. Other Experience & Qualifications relevant to the proposed project:

Ann Antonsen is an organization and management consultant, specializing in position analyses, classification and compensation studies, performance management and evaluation system development and staff training and in conducting executive search efforts for the public sector. She performs organizational assessments and studies, revisions and development of personnel policies and manuals and conducts organizational management training and providing general human resources assistance.

Ms. Antonsen has been with Springsted since 2005 and serves clients nationwide. With her strong background in Organizational Management and Human Resources, she is dedicated to using her well-honed abilities to assist governmental agencies in developing and growing meaningful legacies. Ms. Antonsen has extensive experience in serving government organizations; she previously worked as a consultant with Labor Relations Associates, Inc., which has served the region for many years, providing management and human resources consulting services. Ms. Antonsen has provided human resources management services for large suburban communities and regional centers. She brings practical experience in handling the wide variety of issues that face public management. Additionally, she has related human resources experience in both public associations and private corporations.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:  
Julie Urell, Assistant Vice President and Consultant
  
- b. Project Assignment:  
Consultant
  
- c. Name of Service Provider/Firm with which associated:  
Springsted Incorporated
  
- d. Years Experience:  
With this service provider/firm 4 other service providers/firms
  
- e. Education: Degree(s)/Year/Specialization:  
University of St. Thomas, Saint Paul, Minnesota  
Master of Business Administration  
University of Iowa, Iowa City, Iowa  
Bachelor of Business Administration - Management Sciences, Industrial Relations and Human Resources
  
- f. Current Registration(s):  
Society for Human Resource Management  
Human Resource Certification Institute  
Board of Directors, Leading Edge Human Resources Network – affiliate of the International Association  
for Human Resource Information Management  
Senior Professional, Human Resources - HRCI  
Senior Certified Professional - SHRM
  
- g. Other Experience & Qualifications relevant to the proposed project:  
As Assistant Vice President and Consultant with the Management Consulting Services Group, Julie Urell provides project leadership, oversight and consultancy in a number of service areas including compliance and policy, organizational management and compensation and classification plans. Her experience creates additional opportunities to assist clients in areas such as employee relations, complex investigations, Affirmative Action/EEO compliance, benefit plan design and HR technology efficiencies. Prior to joining Springsted, Ms. Urell directed the human resources and diversity compliance function for a large regional non-profit organization and has provided compliance and policy consulting services in the global corporate sector.

Since joining Springsted in 2012, Ms. Urell has provided project and consulting services for clients in Minnesota, Kansas, Wisconsin, Illinois, North Carolina, North Dakota, Virginia and Missouri.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:  
Daniel "Dan" Tesch
  
- b. Project Assignment:  
Project Manager
  
- c. Name of Service Provider/Firm with which associated:  
Springsted Incorporated
  
- d. Years Experience:  
With this service provider/firm 3 other service providers/firms
  
- e. Education: Degree(s)/Year/Specialization:  
University of St. Thomas, Minnesota  
Mini MBA  
St. Cloud State University, Minnesota  
Bachelor of Arts in Public Administration
  
- f. Current Registration(s):  
Minnesota City/County Managers Association (MCMA)  
International Public Management Association in Human Resources (IPMA)  
National Public Employer Labor Relations Association (NPELRA)  
Minnesota Public Employer Labor Relations Association (MPELRA)  
  
Additional professional affiliations available upon request
  
- g. Other Experience & Qualifications relevant to the proposed project:  
Mr. Dan Tesch has over 25 years of experience as Human Resources management professional in local government. He is recognized as a leader in both professional and non-profit organization and has provided internal leadership, policy development, recruitment and training. Prior to joining Springsted in January of 2013, Mr. Tesch was the Interim Human Resources Director for the City of West St. Paul, Minnesota and held the position of Assistant City Administrator/Director of Administration/Interim City Administrator for the City of Lino Lakes, Minnesota.

Mr. Tesch has experience in contract negotiations/labor relations, employee recruitment, performance evaluations, employee and community surveys, council/staff communications and employee safety and training.

He has led successful recruitment and hiring efforts for all personnel including top management, department heads, clerical, technical, fire district and general maintenance. He effectively works with consultants, testing professionals and staff panels. Mr. Tesch has also led major reorganization initiatives in response to the needs for greater staff infrastructure in a rapidly growing community.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

a. Name and Title:

Matt Stark, Senior Analyst

b. Project Assignment:

Analyst

c. Name of Service Provider/Firm with which associated:

Springsted Incorporated

d. Years Experience:

With this service provider/firm 14 other service providers/firms \_\_\_\_

e. Education: Degree(s)/Year/Specialization:

Penn State University, University Park, Pennsylvania  
Bachelor of Science degree in Physics

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

Matt Stark assists clients in a wide variety of projects, including operational finance, organizational management, economic development and electronic facilitation. Mr. Stark applies his technical and analytical talents to projects in financial analysis, strategic planning, compensation analysis and long-term planning and development models. In addition, he coordinates the use of Springsted's electronic facilitation system, working with clients to design effective questionnaires and provide useful information for decision makers.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:  
Sara M. Haselbauer, JD
  
- b. Project Assignment:  
HR Analyst
  
- c. Name of Service Provider/Firm with which associated:  
Springsted Incorporated
  
- d. Years Experience:  
With this service provider/firm 4 other service providers/firms
  
- e. Education: Degree(s)/Year/Specialization:  
University of North Dakota School of Law, Grand Forks, North Dakota  
Juris Doctor  
Certificate in Indian Law  
University of St. Thomas, St. Paul, Minnesota  
Bachelor of Arts in Sociology and Art History
- f. Current Registration(s):

- g. Other Experience & Qualifications relevant to the proposed project:  
Ms. Sara Haselbauer is a Human Resources Analyst with the Organizational Management and Human Resources Team. Ms. Haselbauer started as an Administrative Assistant to the Project Management team in 2007. In August 2009, Ms. Haselbauer left Springsted to attend law school before returning in November 2014 as an independent contractor.

She rejoined Springsted in January 2015 as a Human Resources Analyst with the Organizational Management and Human Resources Team, providing support and assistance for executive search and organizational management projects. Her duties include conducting research and working with clients and candidates throughout all phases of a project and/or executive search and recruitment.

**FORM NO. 5: PROJECT APPROACH NARRATIVE**

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

Please see the following pages.

Springsted Incorporated

Company Name

9229 Ward Parkway, Suite 104

Address

Kansas City, MO 64114

City/State/Zip

816-333-7200

Telephone #

41-1754318

Tax ID No.

816-333-7299

Fax #

TL Cox

Authorized Person (Print)

  
Signature

Vice President

Title

August 23, 2016

Date

Corporation

Entity Type:

## Project Schedule

Springsted takes pride in meeting its time commitments. The schedule to commence this project coincides with Springsted's completion of other studies. This will ensure that the proposed staff members will be available to concentrate on this study. Springsted is prepared to initiate the study within 10 days after receiving the official notice to proceed and will complete the study by June 30, 2017.

## Approach and Methodology

### A. Project Initiation – Data Collection and Creation of a Compensation Philosophy

The Springsted Project Director will meet with the designated City staff and appropriate officials to establish working relationships and to finalize a comprehensive work plan and timetable. All current classification and compensation data will be assembled and evaluated to determine the status of existing human resource management programs and to identify apparent challenges and opportunities.

The purposes of the meeting are to:

1. Introduce the Project Director
2. Discuss the background and experience of Springsted Incorporated and the consulting team
3. Discuss, in detail, the methodology to be used in conducting the study, the role of the consultant and the employees and the amount and type of employee participation
4. Ascertain the major issues the City wants the study to address
5. Review the project schedule and determine significant milestones
6. Determine the frequency and content of status reports
7. Discuss methods of communicating the status of the study to employees
8. Discuss how information about each employee's job will be obtained
9. Review Springsted's copyrighted *Systematic Analysis and Factor Evaluation* (SAFE®) system of job evaluation

After meeting with the HR team and other appropriate officials, a staff meeting will be held with department directors to discuss the project objectives and procedures and to explain the use of position analysis questionnaires (PAQ, provided by Springsted) and to schedule their distribution, collection, review and verification. Springsted will also distribute a specific questionnaire to each director to understand organizational arrangement, mission, goals and objectives and to determine what challenges, if any, they are experiencing with the existing classification and compensation systems.

As per the City's RFP, Springsted will also assist in the creation of a compensation philosophy during the early stages of the project, which will be treated as work in progress until implementation plans and costing are established. A compensation philosophy guides the design of a classification and compensation system and answers key questions regarding an organization's compensation strategy. It generally takes a comprehensive, long-term focus and explains the compensation program's objectives and how they support the employer's long-range, strategic goals.

During this project phase, Springsted will provide the SWOT analysis of the City's existing classification and compensation systems requested in the RFP and, through goal setting meetings with City leadership and elected officials, work to incorporate the results of this analysis within the new compensation philosophy.



Internal equity and external competitiveness are among the most important topics addressed in a compensation philosophy. Internal equity expresses an organization's desire to provide comparable pay ranges to positions with similar duties and responsibilities. In short, it defines the relationships that exist between and among jobs throughout an organization's pay structure. External competitiveness involves defining the market (i.e. who the City competes with for talent) and, once market data is collected, identifying the City's competitive position in relation to that market.

Springsted will work with the City in the development of a compensation program based on individual employee performance as a key feature of the compensation philosophy. Therefore, we emphasize references to performance throughout the compensation philosophy discussion.

## **B. Employee Communication Sessions**

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Success in a classification and compensation review requires meaningful employee involvement and transparency. The initiation phase provides an opportunity for City's leadership to get "on the same page" regarding the study and these employee sessions allow everyone from mid-level management to frontline employees the opportunity to learn about the project. Immediately following the initial planning meetings, Springsted will conduct informative presentations for employees that will explain the engagement: what is included, what is not included and the approach that will be taken to achieve the desired deliverables.

During these meetings, Springsted will distribute the position analysis questionnaire (PAQ) to employees. The purpose of the questionnaire is to collect updated information that will be used in the development of the classification system, during the salary survey and in the development of position descriptions. Springsted cannot stress enough how critical this questionnaire and the corresponding review and approval process are to the success of the initiative. We therefore provide an opportunity for each employee's supervisor to review and comment on the data supplied by the employee and provide specific comments concerning various job factors that affect the position.

Our compensation professionals will, of course, serve as the final safeguard of the integrity of these questionnaires and will work through the HR team to follow-up on issues that we identify. However, we believe that encouraging ownership of this process outside of Springsted's staff and HR is necessary to get an accurate description of each applicable job from other departments.

Springsted will also, as necessary, schedule interviews and/or focus groups to gather additional information on issues uncovered during our review of the position analysis questionnaire.

## **C. Development of Classification System**

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Upon receipt of the completed PAQs, the consulting team will review and conduct a task analysis of the content of all questionnaires and make preliminary classification decisions. This will be used to develop a consistent program of job classification. The consulting team will attempt to consolidate classifications where feasible, in order to facilitate plan administration.

Springsted has developed and copyrighted a job evaluation system known as the Systematic Analysis and Factor Evaluation (SAFE®). This system has been successfully used for several years and has been reviewed by the United States District Court and found to be acceptable.

It is important to note that the Systematic Analysis and Factor Evaluation system is a unique method of job evaluation. *The SAFE® system was designed to measure job factors that apply specifically to public sector organizations.*

The system rates and ranks jobs based on skill levels and work factors. The result is an equitable and consistent method of evaluating jobs and relating classes to the compensation plan. The system facilitates proper and equitable cross comparisons between and among classes and minimizes the appearance of favoritism in evaluating, rating and ranking jobs.

Each position, or group of positions, will be evaluated and assigned to an appropriate grade based on the classification system. The elements considered in determining the relative value of classifications are:

- Training and Ability
- Level of Work
- Physical Demands
- Independence of Actions
- Supervision Exercised
- Experience Required
- Human Relations Skills
- Working Conditions/Hazards
- Impact on End Results

#### **D. Review of Preliminary Classifications and Class Descriptions**

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The consulting team will prepare a preliminary list of employee classifications, develop preliminary class descriptions and submit them to the appropriate staff for review and comment. The consulting team will review the comments and make adjustments based upon the comments received.

After all suggested changes have been evaluated, final classification decisions will be made and the class descriptions finalized.

#### **E. Salary and Benefits Survey and Development of Pay Plan**

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In order to determine appropriate salary levels of positions in the workforce, Springsted will conduct a salary and benefits survey to compare City positions with analogous positions in the City's competitive market. There may be different labor markets for different positions. Some positions are recruited from the local area, while others may be recruited regionally and/or nationally. Our prior experience in comparable initiatives provides us a strong understanding of the challenges each organization faces in the recruitment, retention and continuous motivation of qualified employees, though the consulting team will work closely with the staff in determining the appropriate sources for survey data.

Appropriate benchmark positions will be identified to be included in the survey. It is proposed that the benchmark positions be selected according to the following criteria:

- Encompass the full range of positions in the study
- Pertain to positions that are experiencing a high rate of turnover
- Be based on an analysis of exit interviews
- Relate to a review of requests for reclassifications
- Conform to information obtained from discussions with department directors

Based on the compensation data analysis and the classification system developed, Springsted will develop an appropriate salary schedule or schedules. It/they will reflect the final alignment of positions as determined through the SAFE<sup>®</sup> evaluation, the market data collected, and the City's policy decisions and compensation philosophy decisions made previously during the engagement (and updated as required based on survey findings). The salary schedule will contain sufficient pay grades to properly compensate employees for the development of their abilities over time. The schedule will also relate salary advances within grades to performance.

## **F. Implementation Strategy and Staff Training**

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At the conclusion of the study, Springsted will work with the staff in developing a plan for implementing the study recommendations. The plan will coincide with the needs of the City and the employees while maintaining the City's financial integrity. Springsted also will train members of the staff in the methodology used to develop, maintain and update the classification and pay plan. The training program will include the development and/or revision of class descriptions along with rating, ranking and salary grade assignments of positions. Instruction manuals pertaining to the job evaluation system will be prepared and presented. The Springsted team will remain available to the staff for additional consultation after the study has been completed.

## **G. Final Report**

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The final report will be a document that contains the following:

- Detailed study methodology
- Discussion of the consulting team's findings, conclusions and recommendations regarding employee classification, salary structure, fringe benefits, compensation plan, estimated cost and implementation plan
- Schematic list of classes and the assignment of each class to a salary grade
- List of detailed class descriptions
- The results of the salary and benefits survey
- List of employees and their recommended classifications
- Job evaluation factor analysis for each position

A manual on the use of the SAFE<sup>®</sup> job evaluation system will be provided.

## **H. Per Capita Staffing Analysis**

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As per the City's RFP, Springsted has included a per capita staffing analysis of all positions with three (3) or more incumbents. However, it has been our experience that per capita indicators are not the most effective in the identification of potential staffing issues, nor is it productive to include a staffing analysis as part of a classification and compensation study. We would be pleased to discuss with the City the concerns we have regarding both the per capita methodology and the inclusion of staffing within the classification and compensation study.

## **Roles of All Involved Parties**

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### **T.L. Cox**

*Vice President and Consultant*

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Mr. TL Cox is a vice president and consultant with an extensive background in classification and compensation, information technology, program/project management, procurement, process re-engineering and organizational transformation. Mr. Cox previously served the roles of Chief Information Officer (CIO), Director of Consulting Services and Solutions, Program Manager and Systems Administrator/Analyst for various public and private organizations. As Director of Consulting Services and Solutions for The Waters Consulting Group, Inc., Mr. Cox completed classification and compensation studies for cities, counties, special districts, non-profit organizations and institutions of higher education. Additionally, he directed WCG's total compensation solutions, pay structure design and modification platforms and online salary and benefit surveys for various municipalities as well as national and state municipal associations.

**Ann S. Antonsen***Vice President and Consultant*

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Ms. Ann Antonsen is a consultant with a strong background in organizational management and human resources that she uses effectively in developing position analyses, classification and compensation studies, performance management and evaluation system development and staff training and in conducting executive search efforts for the public sector. She also specializes in performing organizational studies, revising and developing personnel policies and manuals and in conducting organizational management training sessions and providing general human resources assistance.

**Julie A. Urell, SPHR***Assistant Vice President*

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Ms. Julie Urell is a human resources leader with over 20 years in the field, most recently in senior manager, director and consulting human resources roles for regional non-profit, as well as global organizations. In these capacities, she has direct application experience as well as tactical and strategic insight across a variety of human resources functions. Areas of interest and specialization include employment practices and benefit/retirement plan development and compliance, human resource systems optimization and deployment and classification and compensation systems. Ms. Urell holds a master of business administration degree from the University of St. Thomas and a bachelor's degree in human resources management from the University of Iowa. She serves as Board Director - Website Development for Leading Edge Human Resources Network (LEHRN), a regional HR information systems organization. She also is a certified Senior Professional, Human Resources with the Human Resource Certification Institute (HRCI) and is a Senior Certified Professional with the Society for Human Resource Management (SHRM).

**Daniel "Dan" Tesch***Project Manager*

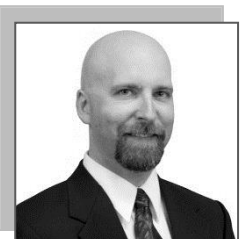
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Mr. Dan Tesch has over 25 years of experience as a Human Resources management professional in local government. He is recognized as a leader in both professional and non-profit organization and has provided internal leadership, policy development, recruitment and training. Prior to joining Springsted in the January of 2013, Mr. Tesch was the Interim Human Resources Director for the City of West St. Paul, Minnesota and held the position of Assistant City Administrator/Director of Administration/Interim City Administrator for the City of Lino Lakes, Minnesota. He has a Mini MBA from the University of St. Thomas and a Bachelor of Arts in Public Administration from St. Cloud State University.

**Matthew T. "Matt" Stark***Senior Analyst*

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Mr. Matt Stark is a member of our Management Consulting Services Group. With the firm since 2002, he applies his analytical expertise to new challenges within the fields of operational finance, organizational management and human resources and economic development. He provides technical and analytical assistance on financial planning models, assists and advises clients on employee classification and compensation systems, performs cost-benefit analyses on economic development projects and is responsible for our electronic facilitation system. Mr. Stark holds a degree in physics from Penn State University.

## **Sara M. Haselbauer**

*HR Analyst*



Ms. Sara Haselbauer is a Human Resources Analyst with the Organizational Management and Human Resources Team. Ms. Haselbauer started as an Administrative Assistant to the Project Management team in 2007. In August 2009, Ms. Haselbauer left Springsted to attend law school before returning in November 2014 as an independent contractor. She rejoined Springsted in January 2015 as a Human Resources Analyst with the Organizational Management and Human Resources Team, providing support and assistance for executive search and organizational management projects. Her duties include conducting research and working with clients and candidates throughout all phases of a project and/or executive search and recruitment. Ms. Haselbauer received a Juris Doctor from University of North Dakota School of Law and a Bachelor of Arts in Sociology from the University of St. Thomas.

### **Familiarity with Project Location**

Although Springsted has related experience in Missouri, including a past project with the City of St. Joseph and current projects with the City of Branson and the City of Richmond Heights, we like to focus more on how our methodology has proven successful nationally, as we've been very successful expanding our classification and compensation services into additional geographic markets.

This managed growth can be attributed to many things. First, our ability and willingness to customize each project to our client's individual needs and concerns have made regional barriers less significant. Second, our recommended methodology is quantifiable and defensible thus it can be used with confidence anywhere. And, third, the 50+ year reputation that Springsted has maintained in local government uniquely qualifies us to serve as a sounding board for Lee's Summit and its leadership team, enabling us to provide sound guidance and actionable recommendations, both through our national consulting presence as well as our time on the front lines of public sector service delivery.

### **Critical or Unique Issues**

Our experience has shown that the greatest risk in a study of this nature is the City's ability to conduct an "apples to apples" comparison of the services recommended by different vendors. For example, various job evaluation/classification approaches, from the "slotting" of positions based on perceived internal equity considerations, to the development and implementation of quantifiable systems of job evaluation (which Springsted has included with our SAFE® process), have been used successfully in local government. Likewise, some methodologies call for the collection only of range minimum, midpoint and maximum values while others collect pay range data and actual employee salaries. With the City's anticipated scope of work, which includes a SWOT analysis, the development of a compensation philosophy and a "dual path" approach using both the existing classification and compensation systems, as well as a completely new program, these differences will be even more pronounced.

Therefore, the City will be faced with the challenge of evaluating the various proposed methodologies and schedules received as part of your inquiry. Moreover, as there are variances in the amount of time these approaches take, there will be noticeable differences in cost as well. Springsted's staff has an understanding of these variables and would welcome the opportunity to discuss the advantages and disadvantages of each so you can make an informed decision for this study.

## Proposed Communication Process

Our experience has shown that questions regarding a firm's communication process are twofold. First, does an organization have the requisite experience and the stability to complete a project with minimal risk to the City? To address this Springsted has provided above an extensive list of clients for whom similar services have been provided. Second, what is the firm's methodology for managing the project?

TL Cox, Vice President, will be assigned as the City's project lead. TL has a demonstrated track record managing large-scale engagements in both the public and private sectors and is a successful local government executive and human resources consultant.

To measure our team's collective performance in the delivery of these services, TL would work in conjunction with the City's project manager to prepare a detailed project schedule, identifying critical milestones that are necessary to complete the study within the mutually agreed-upon timeline. He will continuously review this schedule, as well as the scope of services completed within specific project phases, to track Springsted's performance against the project billing milestones. Communications with the City will take place during scheduled onsite meetings, during conference calls, via email and through Springsted's WebEx online meeting room.

## Professional Liability Insurance

Springsted Incorporated has a long history of carrying professional liability insurance for the protection of our firm, as well as our clients. In this litigious society and the highly regulated, number-intensive environment in which we operate, this type of coverage is essential.

Our policy limits are \$2,000,000 per occurrence and \$2,000,000 aggregate, with a deductible based on services being provided. It is our intention to maintain this coverage in force as long as it is available.

If additional coverage is requested, we can obtain a price for the additional insurance and add that cost to our contract.

We are prepared to meet all of the contract requirements stated in the Request for Proposals with the following exception. The RFP requests that all Certificates of Insurance shall provide that the insurance company gives the city thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy. Our Certificate of Liability Insurance says that notices of cancellation will be delivered in accordance with the policy provisions. Our policies provisions are that Springsted, as the first named insured, would be notified. Springsted has previously provided a written commitment as first named insured to give notice of cancellation to a client requesting such notice.

FORM NO. 6A: "FEE SCHEDULE"  
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

| <u>PERSONNEL CLASSIFICATION</u> | <u>TYPICAL WORK TASKS</u> | <u>HOURLY BILLING RATES</u> |
|---------------------------------|---------------------------|-----------------------------|
| Principal & Senior Officer      |                           | \$ 260                      |
| Senior Professional Staff       |                           | \$ 215                      |
| Professional Staff              |                           | \$ 160                      |
| HR Analyst/Project Coordinator  |                           | \$ 100                      |
| Associates                      |                           | \$ 75                       |
|                                 |                           | \$                          |
|                                 |                           | \$                          |
|                                 |                           | \$                          |
|                                 |                           | \$                          |
|                                 |                           | \$                          |
|                                 |                           | \$                          |
|                                 |                           | \$                          |

Springsted Incorporated

Company Name  
9229 Ward Parkway, Suite 104  
 Address  
Kansas City, MO 64114  
 City/State/Zip  
816-333-7200                      816-333-7299  
 Telephone #                              Fax #  
41-1754318  
 Tax ID No.

TL Cox

Authorized Person (Print)  
 Signature  
Vice President  
 Title  
August 23, 2016  
 Date  
Corporation  
 Entity Type:

**FORM NO. 6B: TOTAL PROJECTS COSTS**

Total project costs shall include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses:

**Objective 1 Total Cost** \$ 39,800

**Objective 2 Total Cost** \$ 185,700

**Additional Services (Maintenance)-Periodic Review and implementation assessment per request over a five (5) year period:**

Periodic Review Cost \$ Varies based on system being maintained /ea.

Springsted Incorporated

Company Name  
9229 Ward Parkway, Suite 104

Address  
Kansas City, MO 64114

City/State/Zip  
816-333-7200                      816-333-7299

Telephone #                      Fax #  
41-1754318

Tax ID No.

TL Cox

Authorized Person (Print)

  
Signature  
Vice President

Title  
August 23, 2016

Date  
Corporation

Entity Type:



**13.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:** Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

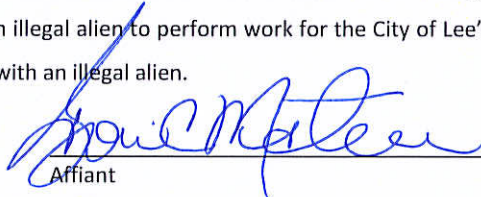
All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program

**CITY OF LEE'S SUMMIT, MISSOURI**  
**WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo**  
**(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)**  
**Effective 1/1/2009**

County of Ramsey )  
 ) ss.  
State of Minnesota )

My name is Bonnie Matson I am an authorized agent of Springsted Incorporated ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

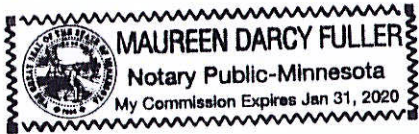
  
\_\_\_\_\_  
Affiant

Bonnie C. Matson  
\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this 23rd day of August 2016.

  
\_\_\_\_\_  
Notary Public

SEAL





Company ID Number: 198174

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Springsted Incorporated**

**Lawrence A Tuthill**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**03/16/2009**

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**03/16/2009**

Date