

R. 21008

**STRATEGIC WORKPLACE SOLUTIONS, INC.
CONTRACT FOR THIRD PARTY COMPLIANCE SERVICES
FOR THE
JACKSON COUNTY DETENTION CENTER PROJECT**

This Agreement ("Agreement") is made effective as of August 9, 2022 (the "Effective Date") by and between Jackson County, Missouri a public entity ("Client"), and Strategic Workplace Solutions, Inc. ("SWS"), a Missouri corporation specializing in Prevailing Wage and MBE/WBE Compliance Assistance, Consulting and Training. The Client desires to have services provided by SWS. Therefore, the parties agree as follows:

I. DESCRIPTION OF SERVICES. Beginning on August 1, 2022, and ending October 31, 2025, SWS will provide the Professional Services for Owner per Exhibit A (collectively, the "Services") which is hereby incorporated by reference to the specific persons named by Client. Such services may include email, telephone, research, consulting and virtual assistance. SWS shall not represent Client in any transactions unless specifically authorized, nor shall SWS make claim to do so.

II. RESPONSIBILITY OF THE CLIENT. The Client shall assist SWS by placing at SWS's disposal, in a timely manner, any information pertinent to the Services, including reports, documents and other data that is presently in the possession of the Client or reasonably obtainable.

III. PAYMENT. The Client will pay SWS fees at the rate designated in Exhibit B. On signing of the Agreement, SWS will invoice the Client on a monthly basis the amount of \$2,850 per month for three months. Upon execution of a contract with the design-builder for the construction phase of the Jackson County Detention Center project ("the Project"), SWS will invoice the Client on a monthly basis the amount of \$13,229.58 for thirty-six months, or until substantial completion of the construction phase, whichever occurs earlier. In the event the contract for the construction phase of the Project is not awarded within the initial three-month term, both third-party administrative service and payments will be suspended until the contract for the construction phase is awarded. Terms are Net/30 days for all billings. Late payment fees will be assessed at one and one-half percent (1½%) of the outstanding amount due, with a minimum of \$50.00, beginning at day 30 and additionally every 30 days thereafter for the unpaid balance. All costs of collection, including reasonable attorney's fees, expert witnesses, deposition and court costs shall be paid by Client. SWS does not accept the risk of Client's receipt of payments from any source, and in no event will payment for SWS's work to SWS be based upon, or subject to, Client's receipt of payment. Should Client's payment be delayed for any reason not the fault of or directly related to SWS's work, then SWS may suspend work after giving at least seven (7) days written notice to Client of the intent to suspend and the date of suspension.

Duties performed for additional work beyond the scope of services described in Section I (i.e. judicial or other hearings, court testimony, responding to Client requests for information in response to sunshine act requests or extensive audits, extended audits or wage restitution computations) shall be charged additional compensation at an hourly cost of \$250 per hour plus expenses incurred. SWS shall not perform additional work beyond the scope of services without prior authorization of the Client. The provisions of this Section shall survive any termination of this Contract.

IV. TERM/TERMINATION. The term of this Agreement (the "Term") shall commence on the Effective Date. Either party may terminate this Agreement without cause upon 30 days written notice to the other respective party and may cancel the Agreement for any breach or cause of a violation of the provisions of this Agreement immediately by providing written notice to the other party. In the event the Client cancels the Agreement for any reason other than a breach by SWS, payment of all fees and expenses owed are due and immediately payable.

FILED**AUG 09 2022**MARY JO SPINO
COUNTY CLERK

V. RELATIONSHIP OF PARTIES. It is understood by the parties that SWS is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of SWS. SWS will have the right to control and determine methods and means of performing the contractual services, and the right to perform services for others during the term of this Agreement. Client shall not require SWS to devote full time to performing services required by this Agreement. Client will not withhold taxes from SWS's payments or make payments on SWS's behalf. SWS shall pay all applicable taxes related to the performance of this contract. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf. In addition, it is understood that SWS employees are not attorneys. Any information given by SWS should not be construed as legal advice.

VI. INTELLECTUAL PROPERTY OWNERSHIP. SWS shall retain all copyright, trade secret, and other intellectual property rights SWS may have in anything created or developed by SWS for Client under this Agreement ("Work Product"). SWS grants Client a nonexclusive license to use the Work Product for the purpose of labor law compliance. The license shall have a perpetual term and Client may not transfer any rights in Work Product to another person, company or entity. This license is conditioned upon full payment of the compensation due SWS under this Agreement. Failure to make such payment shall void this license.

VII. CONTRACTOR'S PROPRIETARY MATERIALS. SWS owns or holds a license to use and sublicense various materials in existence before the start date of this Agreement (SWS's Materials). SWS may, at its option, include SWS's Materials in the work performed under this Agreement. SWS retains all right, title and interest, including all copyrights and trade secret rights in SWS's Materials. SWS grants Client a royalty-free nonexclusive license to use any of SWS's Materials incorporated into the work performed by SWS under this Agreement. Client may use SWS's Materials only in conjunction with the Work Product. The license shall have a perpetual term and may not be transferred by Client. A copyright notice and credit line in SWS's name shall accompany any reproduction of the Work Product.

VIII. CONFIDENTIAL INFORMATION. SWS acknowledges that it will receive and may have access to the Client's Confidential Information, including but not limited to employee information, payroll data and other information, information related to Client's bids, jobs, customers, and pricing. The Client must give SWS prior written notification of any additional specific information Client considers confidential. SWS acknowledges and agrees that it will not disclose any information considered by the Client to be Confidential Information to any employee, customer, vendor, government agency or body, or any other third-party without first obtaining permission from the Client. Client acknowledges and agrees that it will not disclose any information considered by SWS to be Confidential Information, such as policies, procedures, and other intellectual property or work product to any customer, contractor, vendor, government agency or body, or any other third-party without first obtaining written permission from SWS. SWS will not be bound by these confidentiality requirements if required otherwise by any legal authority.

IX. LIABILITY. Except if SWS is judged to have acted negligently, tortuously or beyond the scope of the Engagement, SWS shall not be liable to Client for claims for incidental, special, indirect, or consequential damages of any nature connected with or resulting from its performance of the engagement under this Agreement and Client waives any and all right it may have to hold SWS liable for any such damages.

X. CHANGES AND CLAIMS. SWS shall be entitled to equitable adjustments of its schedule and contract price for (a) delays, acceleration, out-of-sequence work and schedule changes beyond its

reasonable control, including but not limited to those caused by labor unrest, fires, acts of nature, wars or suspensions or delays caused by Client or others provided only delays within Client's control shall be a basis for increasing the Contract Price; (b) extra work it performs in accordance with the contract documents; and (c) extra work it performs pursuant to written or verbal instructions of Client, provided that SWS gives Client notice (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work, identifying the date and source of the instructions considered as requesting extra work.

XI. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XII. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIII. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Missouri.

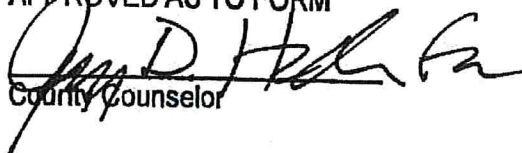
XIV. ENTIRE AGREEMENT, SUCCESSORS. This Agreement, together with the Client's Request for Qualifications (RFQ) 16-22, shall constitute the entire agreement of the parties, except that SWS's request for an exception to the insurance requirements of paragraphs 3.0(8)(b) and 3.8 of RFQ 16-22 shall be given effect, such that SWS shall be required to maintain only such insurance as SWS has notified Client's Auditor's Office that it does maintain. There are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict between a provision of this Agreement and RFQ 16-22, the provision of this Agreement shall prevail. This agreement binds and benefits the heirs, successors, and assignees of the parties.

IN WITNESS WHEREOF, the Client and SWS have caused this Agreement to be executed in their respective corporate names and attested by their duly authorized officers as of the day and year first above written.

Party receiving services:

By:  Date 7-26-2022
Name Bob Crutsinger Title Director of Finance
Company: Jackson County, Missouri
Address 415 E. 12th Street, Suite 105 (Finance)
City Kansas City State MO Zip 64106
Phone 816-881-3126

APPROVED AS TO FORM


County Counselor

ATTEST:


Clerk of the County Legislature

Party providing services:

By: Colleen A. White

Date 8/3/22

Colleen A. White, President
Strategic Workplace Solutions, Inc.
8426 Clint Dr., #359
Belton, MO 64012



R. 21008

REVENUE CERTIFICATE

There is a balance otherwise unencountered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$484,815.00 which is hereby authorized.

7-26-2022
Date


Director of Finance and Purchasing
Account No. 013-1214-56023

PC 121422007 000 ML

Exhibit A



**Strategic Workplace
SOLUTIONS**

**ALL OR NOTHING
Response to Request for Proposal**

For

Third Party Compliance Administration Services

On The

Jackson County Detention Center Project

For

**Jackson County, Missouri
Compliance Review Office**

Proposal Submitted

By

Colleen White

President

Strategic Workplace Solutions, Inc. (SWS)

8426 Clint Drive, #359

Belton, MO 64012

816-322-7808

March 21, 2022

SWS Proposal # P-3-22-001

1.0 INTRODUCTION

Strategic Workplace Solutions, Inc. (SWS) provides our team's (SWS Team) qualifications and proposed services in response to Jackson County Compliance Review Office's (CRO) RFQ for Third Party Compliance Administration Services on the Jackson County Detention Center Project.

2.0 OUR UNDERSTANDING OF THE PROJECT/BACKGROUND

As a result of information provided to us, SWS has developed the following understanding of the County's situation:

- The County has let a bid for construction of a new detention center.
- The County desires a third party to administer Prevailing Wage, MBE/WBE, and Workforce compliance services.
- These services involve the required scopes of work listed below.
- The County will request pricing from the successful proposer after award.
- These services are expected to start fall, 2022, and continue for two years.

SWS provides the following response.

Assumptions

SWS assumes the County will assure SWS of cooperation among County employees, the awarded prime contractor, and provide SWS with authority to gather information on their behalf. SWS assumes all timelines and specific numbers of meetings, reports, site visits, etc. that will be provided before pricing will be as accurate as possible to ensure appropriate costing.

3.0 AWARD REQUIREMENTS

Below are the RFQ's listed requirements and our proposed responses to each item.

- 1) The Successful Respondent must be available to attend all pre-construction meetings pertaining to the construction of the Jackson County Detention Center.
 - a. The SWS Team will attend all required meetings.
 - b. The SWS Team has considerable experience attending pre-construction and during-construction meetings.
 - c. If our response to this RFQ is accepted, in order to provide pricing, we request a definitive number of meetings for which attendance is required and approximate meeting locations.

- 2) The Successful Respondent must be available to begin work upon the contract award for the Jackson County Detention Center and must continue Third-Party Administrative Services throughout the duration of the contract.
 - a. The SWS Team will be available to begin work upon the project's commencement and will be available throughout the duration of the contract.
 - b. The SWS Team has considerable experience working on construction projects. We very well understand the nature of the industry and flexibility required and the Team will be flexible as well.
 - c. The timeline estimate for this contract is currently two (2) years. We will provide a month-to-month cost in the event it is needed and if the project extends beyond that timeline.
- 3) The Successful Respondent shall be available to provide in-person updates on an "as-needed" basis as deemed necessary by the Jackson County Legislature.
 - a. The SWS Team will provide in-person updates on an "as-needed" basis as deemed necessary by the Legislature.
 - b. The SWS Team has considerable experience providing updates and reports to the Jackson County Legislature, as well as City Councils, State Legislatures, US Congress, and many other public entities.
 - c. The SWS Team would like a rough estimate of the number of legislative sessions the Compliance Review Office believes might be needed in order to provide pricing.
- 4) The Successful Respondent shall be available to provide in-person or online updates on an "as-needed" basis as deemed necessary by the Chief Compliance Review Officer.
 - a. The SWS Team will provide in-person updates or online updates on an "as-needed" basis, as deemed necessary by the Chief Compliance Review Officer.
 - b. The SWS Team has considerable experience working with the Compliance Review Office on past projects, and have provided many in-person, written and online updates.
 - c. The SWS Team would like a rough estimate of the number of in person and/or online updates the Compliance Review Office believes might be needed in order to provide pricing. To save the County additional costs, it is recommended we provide on-line or virtual updates whenever possible. We understand there will be a need for in-person meetings at certain times.
- 5) The Successful Respondent shall cooperate with a liaison or other outside agencies on any additional program requirements, if needed.
 - a. The SWS Team will cooperate with a liaison or other outside agencies for any additional program requirements, if necessary.

- b. The SWS Team has considerable experience both working as and with a liaison, and can easily work with a liaison, if needed. We also are very experienced working with outside agencies.
 - c. The SWS Team requests for pricing purposes that an estimate of what these additional requirements might be.
- 6) The Successful Respondent must be financially capable and solvent in fulfilling the requirements of the proposed contract.
 - a. SWS has been in business for close to 17 years, enjoys a very positive reputation in the construction and development industry, and is profitable. A copy of our most recent corporate tax return can be provided on request for proof of profitability if necessary.
 - b. Team member G & H Consulting (G&H) has been in business for 26 years and is well known and respected as an expert in her field.
 - c. Team member David Kirkpatrick (LLC being formed now) is former Business Manager of the Cement Masons Union and has decades of construction and compliance expertise.
- 7) The Successful Respondent shall be registered with the State of Missouri, if applicable, or provide a commitment that it will become registered in Missouri within thirty (30) calendar days after receiving award notification.
 - a. SWS is registered and in good standing with the State of Missouri. A copy of the registration is provided with this response.
 - b. G&H is registered and in good standing with the State of Missouri. A copy of their active registration is provided with this response.
 - c. Mr. Kirkpatrick's new LLC will be registered and in good standing with the State of Missouri. A copy of the registration, once obtain, will be provided on request.
- 8) **CERTIFICATE OF INSURANCE:** The Successful Respondent(s) will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provision of Exhibit A included herein within ten (10) business days after receiving Award Notification. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any services.
 - a. The SWS Team will provide the appropriate certificates of insurance within the required time period.
 - b. The SWS Team would like to further discuss and negotiate these requirements with the Compliance Review Office. The G&H team member will not be required to be on site to perform most of her work, which can be performed remotely from her office. The SWS Team Administrative member will be performing most of her work remotely from her office, and will be on the site only occasionally and mostly just for meetings. Mr. Kirkpatrick will primarily be on the construction site to perform interviews, observations and counts, but will not be performing any construction work.

- 9) **COMPLIANCE WITH CHAPTER 6** of the Jackson County code for Minority, Women and Veteran Business Enterprise utilization will be required on any resulting contract. Goals set by the Compliance Review Office must be adhered to and the Contractor's Utilization Plan will need to be approved by the Compliance Review Office prior to award. Failure to include these goals in your proposal will result in **REJECTION** of your proposal.
 - a. The SWS Team will meet and exceed the goals listed as will be proven by submission of our Contractor Utilization Plan (CUP). At this time, but dependent on final pricing, our percentages will be 50% WBE and 30% MBE.
- 10) **W-9 FORM:** The Successful Respondent must provide a complete IRS W-9 Form for this contract.
 - a. SWS's current IRS W-9 Form is attached with our response.
- 11) All work performed under this contract shall be performed in the Greater Kansas City Metropolitan Area. If the Respondent(s) is not located in the Greater Kansas City Metropolitan Area, documentation **MUST BE** submitted with your proposal detailing how your company would perform the work as detailed herein.
 - a. All of the SWS Team Member companies/organizations are based in the Greater Kansas City area.

4.0 SCOPE OF SERVICES

The SWS Team is very experienced and knowledgeable in monitoring, reporting, and ensuring compliance in all three program areas for which our Team would be responsible throughout the construction phase of the new Jackson County Detention Center. This Team will perform the required duties plus additional duties as needed to ensure compliance based on our knowledge and experience.

4.1.1 Subcontractor Utilization

It is understood the Minority Owned Business Enterprise goal on this project is 12.3%, and the Women Owned Business Enterprise goal is 10.7%. It is also understood there could be a voluntary Veteran Owned Business goal if so established, and that the awarded contractor may submit higher goal percentages than those required. The SWS Team is well versed in monitoring and ensuring compliance with adherence to these business enterprise goals, whether the original goals required, or as established by the awarded contractor, and the reporting process for all. Therefore the Team will ensure compliance with the goals and carefully monitor the reporting process to make certain reporting is accurate, timely, and moving in proper advancement towards the goals.

In addition, as noted below under "Additional Services", we fully believe in the necessity of comparing reported results with site inspections and interviews. Therefore our proposal includes interviews with MBE/WBE/VBE contractors to ensure the onsite subcontractors

are actually and truly the subcontractors included in the prime contractor's utilization plan. These interviews will take place approximately once a week when onsite to perform prevailing wage worker interviews. However, frequency will be better determined if awarded, and after discussion with the Compliance Review Office.

We are experienced with, and will use the Diversity Compliance Management System provided by the Compliance Review Office. We understand this system to be the B2G Software Program. If different, the Team requests additional information on the system to be used. Reporting shall be in the manner and schedule as determined by the CRO. Our experience generally dictates a monthly report completed around 10 days after the reporting program's deadline to allow time for the prime contractor to address discrepancies, if any. The Team requests if monthly is not adequate that the CRO advise the specific number and timelines for reports for pricing purposes. In addition, the Team will access the Program on a regular, but undetermined basis, to watch the contractor reporting progressing.

Lastly, the Team also requests that the CRO ensure that training on this system, preferably online for ease of access, is provided to all M/W/VBE and prime project contractors to allow them to more easily and accurately report their data. We request that our Team members also attend this training so we may hear the questions, issues and the CRO's responses that arise during this/these training sessions.

4.1.2 State of Missouri Prevailing Wage

It is understood that this Project falls under the requirements of Missouri's Prevailing Wage Law, Chapter 290.210-.340 RSMo, Code of State Regulations 8 CSR 30-3.010 thru 3.060, and Jackson County's Code Chapter 19, and Missouri's Annual Wage Order 28. The SWS Team is intimately familiar with and has a wealth of experience monitoring compliance with these laws, regulations, code and AWO.

The Team shall regularly monitor submission of certified payrolls through the system noted below. Monitoring shall be over the prime contractor and all their project subcontractors. Such monitoring will primarily include verification of correct classifications, wage rate paid, proper overtime rate paid if applicable, verification of apprentice status, verification of fringe benefit contributions and plans, and collection of miscellaneous deduction information. If other compliance areas are desired by the CRO, our Team requests those be provided before pricing if awarded. Lastly, the Team requests the CRO provide their position on whether or not entry level workers will be allowed on this project. If not, the Team requests the CRO provide adequate notice to the prime contractor and all their subcontractors. If they are allowed, the Team requests the CRO's criteria in reference to what the parameters are for an allowed entry level worker training program – e.g., duration, written and worksite training standards, etc.

The SWS Team intends to conduct onsite visits once a week to interview workers and take photos. If this duration is not adequate, we request the CRO advise us their preferred amount of visits per month in order for us to adequately address pricing. We will use the

LCP Tracker Program to log worker interviews and take photos. The onsite visits will be on random days so as to not allow the project contractors to be aware of when these visits will take place. It is our experience that discourages cheating and problems with contractors that either should not be on the site and working, or other potential problem issues.

We are familiar with, and will use the Diversity Compliance Management System provided by the Compliance Review Office. We understand this system to be the LCP Tracker Software Program. If different, the Team requests additional information on the system to be used. Reporting shall be in the manner and schedule as determined by the CRO. Our experience generally dictates a monthly report completed around 10 days after the reporting program's deadline to allow time for the prime contractor to address outstanding issues, if any. The Team requests if monthly is not adequate that the CRO advise the specific number and timelines for reports for pricing purposes. Potential violations or issues not appearing to be resolved will be brought to the CRO's attention immediately when known. In addition, the Team will access the Program on a regular, but undetermined basis, to watch the contractor reporting progressing.

Lastly, the Team also requests that the CRO ensure that training on this system, preferably online for ease of access, is provided to all project contractors to allow them to more easily and accurately report their data. We request that our Team members also attend this training so we may hear the questions, issues and the CRO's responses that arise during this/these training sessions.

4.1.3 Workforce Utilization and Training Program

It is understood that there will likely be Voluntary Workforce Utilization percentage goals if so established in the project's prime contractor's contract. The SWS Team is well versed in monitoring and ensuring compliance with adherence to these workforce utilization goals as established by the awarded contractor and the reporting process for all. Therefore the Team will ensure compliance with the goals. The Team will carefully monitor the reporting process to make certain reporting is accurate, timely, and moving in proper advancement towards the goals by the prime contractor and all its subcontractors.

In addition, as noted below under "Additional Services", we fully believe in the necessity of comparing reported results with site inspections, observance and worker counts. Therefore our proposal includes general minority and gender worker counts to help ensure the onsite worker numbers are at least similar to the reporting occurring by the prime contractor. These counts will take place approximately once a week when onsite to perform prevailing wage worker interviews. It must be understood that worker numbers are fluid not only weekly, but daily and hourly. In addition, no one is an expert at determination of a specific minority status, which again notes the reason for general counts. Therefore exact numbers cannot be matched to reporting, but a general sense of compliance can be ascertained. As with the MBE/WBE/VBE interviews, count frequency will be better determined if awarded, and after discussion with the Compliance Review Office.

We are experienced with, and will use the Diversity Compliance Management System provided by the Compliance Review Office. We understand this system to be the B2G Software Program. If different, the Team requests additional information on the system to be used. Reporting shall be in the manner and schedule as determined by the CRO. Our experience generally dictates a monthly report completed around 10 days after the reporting program's deadline to allow time for the prime contractor to address outstanding reports, if any. The Team requests if monthly is not adequate that the CRO advise the specific number and timelines for reports for pricing purposes. In addition, the Team will access the Program on a regular, but undetermined basis, to watch the workforce utilization reporting progressing.

Lastly, the Team also requests that the CRO ensure that training on this system, preferably online for ease of access, is provided to all project contractors to allow them to more easily and accurately report their data. We request that our Team members also attend this training so we may hear the questions, issues and the CRO's responses that arise during this/these training sessions.

ADDITIONAL SERVICES

The SWS Team believes that due to the scope and nature of the requested compliance services, that additional services should be provided. We intend to include these very necessary services to ensure desired compliance levels. These services will be provided by the person that completes the required prevailing wage worker interviews when they are on the site for that purpose.

1) MBE/WBE/VBE Contractor Interviews

- a. MBE/WBE/VBE goals are met by use of designated minority, women and veteran owned businesses. It is necessary to ensure those designated businesses are actually working on the site, and not any other in their place. It is our experience that is not always done as it should be. Only interviewing these subcontractors will ensure they are the ones truly performing the work.

2) Worker Counts

- a. Workforce reporting is a requirement on this project. It is necessary to ensure that contractor reports match up to some degree with what occurs on the site. To that end, the interviewer will also count numbers of workers working for individual contractors. While those numbers are always fluent, it will provide an estimation of whether the contractor's reporting is to some degree accurate.

3) Compliance Referrals for Potential Legal Action

- a. If it appears there is a prevailing wage violation under Chapter 290.210-.340 ROMs, 8CSR Chapter 30-3.010-.060, or Jackson County Code

Chapter 19, considered serious enough to warrant forwarding to the Local Prosecutor for legal action, the SWS Team will assist the CRO with drafting of a Probable Cause Statement (PCS) and providing advice on what documentation should be included with such. If referrals are deemed necessary to other federal, state or local government agencies, assistance will be provided as needed, but within reasonable time periods.

- b. If it appears there is a violation of MBE/WBE Utilization requirements under Jackson County Code, Chapter 6, the SWS Team will assist the CRO with gathering documentation to ascertain if Good Faith Efforts were reached, and whether or not any sanctions are warranted.
- c. Since the Workforce Utilization goals are voluntary, there can likely be no governmental action under these requirements with exception of the County's contractual arrangement with the prime contractor. The SWS Team will assist the CRO if documentation is needed to address any issue in this area.

4.2 – 4.6 SCOPE OF SERVICES RESPONSES

4.2 The SWS Team shall perform reasonable and necessary administrative work in connection with Third-Party Compliance Administration Services. If selected, the Team will maintain a file on each contractor, subcontractor, occurrence, etc. in each applicable software database as necessary. The SWS Team request that the CRO provide definitive specifics on what criteria is to be utilized in maintaining in these files.

4.3 The SWS Team shall respond to inquiries from the Chief Compliance Review Officer within one business day of receipt of the inquiry. Inquiries originating from other departments shall be directed to the Chief Compliance Review Officer. The Team requests that the CRO provide general advisement of the County Departments that it expects to be involved in this Project. While we assume Public Works will be, we would appreciate forehand knowledge of other departments that may impact our services.

4.4 In the event an occurrence is referred to an outside agency (State, County Prosecutor, etc.), the SWS Team will assist in drafting correspondence and verifying the accuracy of the findings. Our Team has considerable experience working together with the State, County Prosecutor, and numerous other local, state and federal agencies.

4.5 The SWS Team understands and agrees that they:

4.5.1 Will be rendering services hereunder as an independent contractor, and not as an employee of Jackson County, Missouri.

4.5.2 Will bear all expenses of its work under the resulting contract/agreement.

4.5.3 Will report to the Chief Compliance Review Officer.

4.5.4 Will not be eligible for coverage under any County benefit plan as a result of any contract/agreement.

4.5.5 Will supply our own office space, equipment, materials, etc., as needed.

4.5.6 Will have the sole responsibility for determining the manner in which they perform the services herein.

4.5.7 Agree that the County shall not set work schedules and shall not supervise the the SWS Team in the performance of services.

4.5.8 Agree that the County is entering into any resulting contract/agreement relying on the unique and special abilities of the SWS Team with respect to performing the Scope and Services specified herein.

4.5.9 Agree that the SWS Team's employees/subcontractors shall not be charged without the prior approval of the Chief Compliance Review Officer.

4.6 The contract/agreement will not be assigned to any other party unless the Chief Compliance Review Officer has given prior written consent to the assignment, which may be conditioned, as the Chief Compliance Review Officer deems appropriate.

PROJECT RESULTS

The SWS Team intends to provide:

- 1) An experienced and knowledgeable team able to address and go above and beyond the CRO's requests.
- 2) Compliance reviews and oversight in all three scope program areas.
- 3) Site visits, worker and MBE/WBE/VBE interviews, and worker counts.
- 4) Certified payroll reviews.
- 5) Issues, problems and potential violations addressed.
- 6) Work completed in the appropriate Compliance Management Program as requested.
- 7) Regular reporting on Utilization status.
- 8) Regular reporting on prevailing wage compliance.
- 9) Regular contact with the CRO.
- 10) Services to assist the CRO in attaining the goal of an overall compliant project.

ORGANIZATION AND STAFFING

Our SWS Project Team consists of one company that drafted and implemented the County's original Prevailing Wage Compliance Program, and two companies that worked on the County's original MBE/WBE/VBE Program. Such experience makes our Team

uniquely qualified to best know the compliance requirements that must be met on this Project. Our Team Members are:

Strategic Workplace Solutions, Inc. (SWS): Colleen White, President of SWS will serve as Prime Contractor and Project Administrator. She will oversee all work involved in this contract, and be intimately involved in prevailing wage payroll reviews, issue resolutions, and reporting. She will also be involved in Workforce Utilization reviews. She will attend meetings, and provide oversight for the entire Project including written and verbal reporting to the CRO. SWS will provide approximately 50% of the work on this Project. Colleen's resume is attached (WBE/SLBE/DBE Certified)

G&H Consulting (G&H): Gayle Holliday, President of G&H Consulting will serve as the MBE/WBE/VBE Compliance Analyst. She will assist with MBE/WBE/VBE and Workforce Utilization reporting reviews. Gayle has a wealth of experience in these areas and can provide expertise at a level others cannot begin to match. G&H will provide approximately 30% of the work on this Project. Gayle's resume is attached. (MBE/WBE/SLBE/DBE Certified)

David Kirkpatrick: David is the former Business Manager of the Cement Masons Union here in the Kansas City area. He is now retired, and forming his own LLC in order to assist with this project. He is extremely familiar and knowledgeable with prevailing wage, classification, overtime, apprentice, fringe and other related requirements. David has over 30 years experience working with and on construction projects around the Kansas City Metropolitan area. He is personable, which is requisite for being able to perform worker and contractor interviews. He is knowledgeable about the area's construction industry, prevailing wage laws, and other related laws. This member's duties will involve primarily site visits, including worker interviews, MBE/WBE/VBE contractor interviews, and general gender and ethnicity worker counts. This member may also attend meetings. Mr. Kirkpatrick will provide approximately 20% of the work on this project. Manuel's resume is attached.

Subcontracting, if any, will involve clerical related work only. Any subcontracting for this purpose will be subject to approval by the CRO.

OUR EXPERIENCE & QUALIFICATIONS

As required by the RFQ, our experience and qualifications will be discussed in more detail in the Executive Summary and in each member's resume.

CONTRACT, TIME AND COST ESTIMATES/TERMS

Contract

As noted in the RFQ, the selection of the SWS Team shall entail negotiating with the County to reach an agreement acceptable to both parties. As SWS has contracted with the County previously and is familiar with their contracts, it is likely an agreement could be reached quickly.

Time

The SWS Team will provide Third Party Compliance Administration Services for the designated two (2) year Project timeline as noted by this RFQ. As noted above, if the SWS Team is selected, we will provide Project pricing and an additional monthly cost in the event the construction project goes beyond the two year timeline.

Costs

If the SWS Team is selected, we will provide our pricing within the requested time frame. Our pricing structure is based on standard industry practice, and includes the scope of work as noted above, along with any travel time and mileage expenses. Project "out-of-pocket" expenses, which, while not expected to be much if at all, include costs directly related to the provisions of services under this contract, such as office expenses for copying, printing, and supplies. These items will also be included in our pricing. Any other reasonable and normal expenses will be the responsibility of SWS. In the event that a major unexpected expense occurs, SWS will discuss with request approval by the Client. This proposal's terms and project outline as stated are valid for 90 days from the date on the cover of the proposal. Pricing, once provided, will also be valid for 30 days from the date provided to the CRO. The County will be billed monthly. Terms are Net/30 days for all billings.

CONCLUSION

The SWS Team's proposed response for services will expertly address the County's needs for MBE/WBE/VBE, Workforce Utilization, and Prevailing Wage Compliance in line with this RFQ, Missouri's Prevailing Wage Law and Regulations, Jackson County Code and any other relevant local, state or federal law. The SWS Team will work to provide them within the requested time frame.

Our Team's approaches will allow specific insight and expertise not found elsewhere. The SWS Team's experience in the original drafting of the Prevailing Wage and MBE/WBE/VBE Program will best assist the County in addressing their compliance needs on the Detention Center Project. Our team's well-rounded experience is ideal for the project. Our Team brings two leaders well recognized in addressing Prevailing Wage and Utilization issues on similar projects. The County will be well served with knowledge and experience of the SWS Team.

EXHIBIT B

REVISED



Strategic Workplace
SOLUTIONS
Inc.

Costing

For

**Third Party Compliance Assistance Services
For MBE/WBE, Workforce & Prevailing Wage Related Requirements**

For The

Jackson County Detention Center

By

Colleen White

President

Strategic Workplace Solutions, Inc. (SWS)

A Kansas City, Missouri, based WBE/DBE Company

For

Jackson County, MO

June 4, 2022

INTRODUCTION

The Strategic Workplace Solutions, Inc. (SWS) Team has been accepted by Jackson County, Missouri (County), to provide Third County Compliance Services for the Jackson County Detention Center Project (Project) in Kansas City, Missouri. The County will require their Design Builder, J.E. Dunn Construction (Dunn) to be compliant with prevailing wage requirements and meet MBE/WBE and Workforce goals, and requests assistance from SWS to oversee those compliance services.

PROJECT APPROACH & SCOPE OF SERVICES

Our Approach

SWS provided a detailed breakout of Project Services in Exhibit A. Please refer to that document for specific service details. Hours of service and team members providing those services will vary from month to month throughout the project. Any subcontracting for clerical or additional needs will be with approval from the County only, and attempts will be made to subcontract only to MBE/WBE contractors. Note Team Members have varying hourly rates, so hourly costing fluctuates.

ASSUMPTIONS

Certain assumptions can impact the enclosed costing. If these assumptions are not accurate, SWS reserves the right to re-cost some of the below services. Some of these assumptions are:

- 1) Project Design timeline – it is our understanding the Design Phase will be 3-4 months, and will have only MBE/WBE goal requirements.
- 2) Project Construction timeline – it is our understanding the Construction Phase will be 34 months, and will have Missouri State Prevailing Wage requirements, along with MBE/WBE and Workforce goal requirements. Timelines beyond can be addressed with payment of a monthly fee if necessary.
- 3) Project closeout is anticipated to be for approximately 2 months, and will entail final reviews and documentation submissions.
- 4) The County is requiring Dunn to use their B2G system for MBE/WBE goal reporting. SWS assumes we will have administrative access to such.
- 5) Dunn has chosen to use the County's B2G system for Workforce goal reporting. SWS assumes we will have administrative access to such.
- 6) The County is requiring Dunn to use their LCP Tracker system for prevailing wage certified payroll submission. SWS assumes we will have administrative access to such, and training on the County's system.
- 7) SWS assumes we will have authority to gather documents, enter the jobsite, interview workers, contractors, take photos, and have other authority provided as needed to ensure compliance.
- 8) Estimates of approximately 40-50 subcontractors, with an average of 10 workers each, and about 250 workers on site per day is used to establish costing. Considerable changes to these estimates could result in an increased costing.

PREFERRED FEE AND COST STRUCTURE

Time

Service costs are based on the assumption as noted previously in this document. Costing is based on hourly costs averaged across a total 39 month period (Design phase 3 months + construction phase 34 months + closeout 2 months). A start date of August 1, 2022, is used but can be modified as needed.

Cost Structure, Reimbursables

The rate for services is indicated below. Billing will occur with the monthly fee listed for each phase. Service hours will likely fluctuate throughout the project. Duties performed for additional work beyond the scope or length of services previously described (i.e. longer construction periods, judicial or other hearings, court testimony, responding to Client requests for information in response to sunshine act requests or extensive audits, extended audits or computations) even if provided after closing or termination of this contract, shall be charged additional compensation at an hourly cost of \$250 per hour plus expenses incurred. Any other reasonable and normal expenses will be the responsibility of SWS.

This proposal pricing, outline of services, and terms as stated are valid for 30 days from the date on the cover of the proposal. SWS will invoice the Client on a monthly basis the amount noted below, and any balances due at the end of services. SWS's proposed terms are Net/30 days for all billings. Late payment fees will be assessed at one and one-half percent (1½%) of the outstanding amount due, with a minimum of \$50.00, beginning at day 30 and additionally every 30 days thereafter for the unpaid balance. All costs of collection, including reasonable attorney's fees, expert witnesses, deposition and court costs shall be paid by Client. SWS does not accept the risk of Client's receipt of payments from any source, and in no event will payment for SWS's work to SWS be based upon, or subject to, Client's receipt of payment. Should Client's payment be delayed for any reason not the fault of or directly related to SWS's work, then SWS may suspend work after giving at least seven (7) days written notice to Client of the intent to suspend and the date of suspension.

We understand payments for the construction portion of the contract will begin after contract award of construction services.

Fees

The following time and costs are based on SWS's understanding of the services that need to be provided to the County's Project, and our experience with similar projects. These costs are based a total 37 month Project period with two additional months for closeout. We determine the fees for this project will be as follows:

DESIGN PHASE SERVICES COSTING

DESIGN PHASE - MONTHS 1-3 – 3 months AUGUST 1, 2022 – OCTOBER 31, 2022

Includes all Design Phase Services as indicated in Exhibit A.

TOTAL DESIGN PHASE

\$8,550.00

Monthly Fee - \$2850.00

CONSTRUCTION & CLOSEOUT SERVICES COSTING

CONSTRUCTION PHASE – MONTHS 4-39 – 36 MONTHS NOVEMBER 1, 2022 – October 31, 2025

Includes all MBE/WBE/Workforce and Prevailing Wage Construction and Closeout Services as indicated in Exhibit A.

i.	MBE/WBE/Workforce Services	\$161,180
ii.	Prevailing Wage Services	\$299,135
iii.	Closeout Services	\$ 15,950

TOTAL CONSTRUCTION PHASE COST **\$476,265**

Monthly Fee - \$13,229.58

TOTAL PROPOSAL COST **\$484,815**

NOTE: Services can be modified as desired. Costs will be revised in accord with any modifications. If desired, additional service beyond the 39 months or beyond listed services will be charged at the hourly rate of \$250/hr.