



RE: City of Peoria – Minority Compliance Management Services

OBJECTIVE

ePrismSoftSM is a process and technology based solution. To ensure the greatest possible outcome of a given process the right person(s) must execute that process flawlessly at every step. Competent human oversight is needed to ensure that required processes are executed without delay or error.

Enhanced Technical and Compliance Oversight delivers exceptional results by leveraging data generated from *ePrismSoftSM* to assist human in executing series of tasks targeted toward improving minority participation outcomes. Dedicating the right and competent person to manage the entire process leverages the human elements: the ability to look at the reported data in real time, analyze the data for aberration or irregularity, and initiate follow-up actions in a timely manner.

SCOPE OF SERVICES

PROJECT SCOPE:

The City of Peoria (client) engages Human Capital Development, LLC (HCD) for minority compliance management. HCD will provide guidance and recommendations to assist client in attaining minority contract and workforce participation goals. The ability to effectively perform these tasks directly depends on the client's execution of its responsibilities. To the greatest extent feasible, the deliverables are as follows:

- a. Create and update the client's prevailing wages (Peoria County Prevailing Wages) regularly as published by Illinois Department of Labor
- b. Create and update as necessary the client's Davis-Bacon prevailing wages as requested
- c. Create and maintain client's other special contracts prevailing wages as requested
- d. Provide client with sound input based on best practices to attain compliance with the MBE/WBE subcontracting and workforce goal requirements.
- e. Review and audit submitted client's Certified Payroll for contract wages compliance and contact non-compliance wages contractors/subcontractor for corrective resolutions. Refer non-responsive contractors/subcontractors to COP for further actions.
- f. Assist client in evaluation of each minority subcontract award and determination of what percentage or dollar amount can be applied to the MBE/WBE goals.
- g. Provide client with input based on best practices to attain a "Good Faith Effort" as a fallback position to numerical goals.
- h. Assist client in resolving minority contractor issues by enlisting other minority advocacy organizations that may have interest in the issue.

CLIENT'S RESPONSIBILITIES

As stated earlier, the success of this engagement is dependent not only on our unique capabilities and efforts, but also on the client's commitment to the flawless execution of their responsibilities.

1. Make a "Good Faith Effort" to meet both minority contract and workforce participation goals.
2. Input qualified contracts in *ePrismSoftSM* to enable contractors/subcontractors to report the required contract (certified payroll, subcontracts awards, contracts/subcontract payments).
3. Ensure that all contractors/subcontractors are committed to minority workforce goals (should be part of bid documents).
4. Commit to "Outside the Box" problem resolution that may be required occasionally, to uphold commitments to successful minority contractual engagement.
5. Avoid minority contract and workforce participation actions that could generate negative publicity on projects. Share this commitment with all participating contractors/subcontractors.
6. Ensure on-time availability of the data required for compliance management.

BENEFITS

Ability to designate a compliance information person:

Minority compliance data contact person. Saves staff time in day-to-day compliance issues. One point of public contact on compliance related issues.

Help identify developing issues before they become problems:

Understand the compliance tool trigger data points. Able to quickly bring attention to critical issues that needs attention. Analyze and verify data; Call attention to discrepancies.

Provide regular reviews of compliance reports to Project Owners:

Provide unbiased review to project owners and key stakeholder to avoid embarrassing moments.

Third party compliance management:

Reassure the minority business community and other stakeholders on the integrity of the compliance status. The independence of this role is critical in establishing credibility within the community.

Fee Schedule:

Product/Service	Service Fee Schedule: Time and Material
<p><i>These tasks should be taken in some regularity in www.prismssoft.com to ensure accuracy and the integrity of the data.</i></p> <p><i>Compliance Management Services:</i></p> <ul style="list-style-type: none"> • <i>Illinois Department of Labor Prevailing Wage monthly Creation/Updates</i> • <i>Davis-Bacon Prevailing Wage monthly Creation/Updates</i> • <i>Certified Payrolls Wages Compliance Weekly Review/Audit</i> • <i>MBE/WBE Contracts/Subcontracts Weekly Review</i> • <i>Contract/Subcontracts Payments Weekly Review/Audit</i> <p><i>Independent Compliance Management Role:</i></p> <ul style="list-style-type: none"> • <i>Initiate communications with contractors/subcontractors trending towards non-compliance</i> • <i>Contracts/subcontracts trending towards non-compliance</i> • <i>Available to contractors/subcontractors for compliance related consultations</i> • <i>Publish Monthly Compliance Reports on the City of Peoria website.</i> <ul style="list-style-type: none"> ○ <i>Contract Executive Summary</i> ○ <i>Contractor Workforce Report</i> • <i>Assist City of Peoria in Goals Attainment</i> <ul style="list-style-type: none"> ○ <i>Hold Contractors/Subcontractors Accountable</i> • <i>Special Executive Reports:</i> <ul style="list-style-type: none"> ○ <i>Quarterly digest (3 quarters) on the overall assessment of the state of compliance with insight data points.</i> ○ <i>Annual report (After the end of 4th quarter of the client fiscal year) with highlights of accomplishments and challenges. (The annual report will be written for public consumption).</i> 	<p>Average Monthly Hours: 15 hours</p> <p>Billing Rate: \$150.00/hr.</p> <p>Total Contract Amount not to exceed \$20,000.</p> <p>Traveling Expense (authorized by client). <i>(Client will be notified on potential for expense before travel)</i></p> <p><i>Mileage Reimbursement: IRS Standard Mileage Rates</i> <i>Hotel reimbursement at cost</i></p> <p>Materials Cost: (authorized by client). <i>(Client will be notified on potential for material cost before procurement)</i></p> <p><i>Materials Cost: Actual Cost (contingencies)</i></p>

This contract will be in effect for one (1) years starting August 1, 2019 and ending July 31, 2020. Thereafter, contract would be in effect month to month until terminated by either party with one month notice.

RESPONSE

This proposal correctly sets forth the Statement of Work understanding between the Client and HCD.

Accepted by (Signature) City of Peoria, Illinois	Title 	Date 7/30/19
Accepted by (Signature)  Human Capital Development, LLC	Title Managing Partner	Date 7/30/19