



KORN FERRY™
| HayGroup

Korn Ferry Hay Group Price Proposal for Total Rewards Study

November 30, 2017





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Section 1- Price Proposal

Based on the scope outlined in the City of Gainesville's RFP, Korn Ferry Hay Group's estimated annual cost is as follows:

Proposed lump sum price for this project: \$ 138,500

Pricing notes

- Fees are valid for 90 days from the date of the proposal.
- The stated price is an estimate and may change based on scope and changes to which the City of Gainesville and Korn Ferry Hay Group agree to in advance.
- Korn Ferry Hay Group's payment terms are net 30 days.
- A signed Letter of Agreement is required prior to commencement of the engagement.
- Project fees will be invoiced monthly and are due upon receipt.
- Special "Additional Services" projects will be negotiated in advance.
- Costs for extraordinary expenses such as bulk printing and mailing (which are not anticipated based on the RFP scope) will be additional and billed at cost.

Our proposed cost is effective, thoughtful, and negotiable. We work with you to devise mutually agreeable terms and pricing.



Section 2- Exceptions to RFP terms and conditions

The following exceptions to the RFP terms and conditions are included for consideration:

Section K - Korn Ferry Hay Group is providing exceptions and we reserve the right to address other contract terms as needed based upon the nature of the services awarded.

Section N - As requested upon the award of the business, Korn Ferry Hay Group will enter into good faith negotiations with the City to execute a mutually agreeable, final and definitive contract based upon standard terms and conditions, which is consistent with the parties' business practices.

Section U - Certain additional requirements around audit procedures will need to be included, including timing, confidentiality of results and scope of the audit.

Section IV b 5 - As indicated Korn Ferry Hay Group will enter into good faith negotiations with the City to execute a mutually agreeable, final and definitive contract based upon standard terms and conditions, which is consistent with the parties' business practices.

Section V – B General terms.

#4 Indemnity – Limit 3rd party - Korn Ferry Hay Group is agreeable to indemnifying the City where damages arise as a result of Korn Ferry Hay Group's breach of warranties, its gross negligence (or the gross negligence of its sub-contractors), or Korn Ferry Hay Group's intentional misconduct. Korn Ferry Hay Group also requests that the City indemnify Korn Ferry Hay Group in certain situations. Korn Ferry Hay Group also requires a mutual waiver of consequential damages be included in the agreement. Further, Korn Ferry Hay Group requests that damages be limited to the fees paid or payable for under the agreement.

#12 – Public Records Act. Korn Ferry Hay Group requests that all confidentiality obligations be mutual in nature and that the parties clearly identify that information which is not considered confidential or proprietary pursuant to the agreement and in line with applicable exceptions to the Florida Public Records Act. Korn Ferry Hay Group also requests that the parties address the issue of how personal information is collected and processed by the parties when and if applicable.

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