

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and The Novak Consulting Group, a company in the State of Ohio, hereinafter referred to as "Service Provider." WITNESSETH:

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 Original Scope of Services as outlined in the documents referenced below. City further reserves the right to enact the Additional Scope of Services as outlined in the documents referenced below on or before the expiration of the Term of this Agreement as outlined herein.
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. 2017-110 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); the Original Scope of Services ("Original Scope of Services") and the Additional Scope of Services ("Additional Scope of Services"), 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.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Original Scope of Services, including reimbursement of authorized expenses, exceed the sum of Thirty Seven Thousand Eight Hundred Dollars (\$37,800.00).

In the event that the City elects to enact the Additional Scope of Services, It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Additional Scope of Services, including reimbursement of authorized expenses, exceed the sum of Ten Thousand Dollars (\$10,000.00).

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 as it pertains to the Original Scope of Services shall be from the date stated above through August 30, 2017. In the event that City elects to enact the Additional Scope of Services, the Term of this Agreement may be extended by written modification between the parties, but shall not extend past one (1) year from date of execution of this Agreement. All pricing identified on the pricing pages 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.

Ben Calton  
Procurement Officer of Record

\_\_\_\_\_  
Stephen A. Arbo, City Manager                      Date

APPROVED AS TO FORM

\_\_\_\_\_  
Office of the City Attorney

The Novak Consulting Group  
Company Name

J. Novak                      5/9/2017  
Company Authorized Signature                      Date

JULIA D. NOVAK, PRESIDENT  
Print Name and Title of Authorized Person

**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT  
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063  
Phone: 816-969-1083 Fax: 816-969-1081  
Email: [ben.calia@cityofls.net](mailto:ben.calia@cityofls.net)

**TITLE-SIGNATURE PAGE**

**REQUEST FOR PROPOSAL NO: 2017-110**

The City of Lee's Summit will accept electronically submitted proposals via Public Purchase from qualified persons or firms interested in providing the following:

**CITY OF LEE'S SUMMIT (COLS) HUMAN RESOURCES (HR) DEPARTMENT ASSESSMENT  
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF THURSDAY, APRIL 6,  
2017, 2:00 P.M. LOCAL TIME**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR MONDAY, MARCH 27, 2017,  
AT 1:30 P.M. IN THE ADMINISTRATION CONFERENCE ROOM, EAST END, 2ND FLOOR 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.**

Company Name  
**The Novak Consulting Group**

---

Address  
**1776 Mentor Avenue, Cincinnati, OH 45212**

---

City/State/Zip  
**513-221-0500                      513-221-3100**

---

Telephone #                      Fax #  
**jnovak@thenovakconsultinggroup.com**

---

E-mail

Authorized Person (Print)  
*J. Novak*

---

Signature  
**President**

---

Title  
**4/3/2017                      26-3977506**

---

Date                      Tax ID #  
**S-corp**

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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: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 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) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page <u>  5  </u> - <u>  9  </u>
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page <u> 10-12 </u>
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page <u> 13 </u> - <u> 18 </u>
J.	COST: Forms provided (6A and 6B)	Page <u> 19-20 </u>
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page <u>  --  </u>
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page <u>  --  </u>

**City of Lee's Summit**  
**Human Resources Department**  
**Assessment**

April 6, 2017





April 6, 2017

Ben Calia, CPPB  
Procurement and Contract Services Manager  
City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063

Dear Mr. Calia:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local governments and nonprofit organizations. The firm was originally established as Public Management Partners in 2001. Since then, we have been providing our clients with the best thinking and execution in organizational design, development, and improvement.

We are pleased to submit this proposal for a Human Resources Department Assessment to the City of Lee's Summit. This proposal is based on our review of the City's Request for Qualifications as well as our experience completing similar work for other jurisdictions across the country.

Our project team for Lee's Summit is composed of skilled professionals, seasoned in local government with direct experience in all facets of local government operations. Our team has had significant success working with many local governments to review operations, processes, and staffing with the goal of improving organizational performance and efficiency. We are confident our customized approach will provide the City with a plan for optimizing the provision of human resource services in the organization.

We look forward to the opportunity to serve Lee's Summit in this engagement. Please contact me at (513) 309-0444 or [jnovak@thenovakconsultinggroup.com](mailto:jnovak@thenovakconsultinggroup.com) should you have any questions.

Sincerely,

Julia D. Novak  
President



**RFP NUMBER 2017-110  
ADDENDUM NO: 1**

The original Request for Proposal 2017-110 for **City of Lee's Summit Human Resources Department Assessment** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

**PRE-PROPOSAL CONFERENCE**

**DATE/TIME: Monday, March 27, 2017 at 1:30 PM**

The **Pre-Proposal** Conference was held for the purpose of promoting an understanding of the City's requirements and needs, and to clarify any confusing areas of the request, by allowing conference participants to ask questions. The City intends to make an award to a responsive and responsible firm through an open and competitive procurement process; one that will satisfy all the requirements in the most economical manner deemed to be in the best interest of the City.

The **Pre-Proposal Conference** was opened with introductions and a statement of purpose by the Procurement and Contract Services Manager, Ben Calia, CPPB.

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: **Q = Question, A = Answer, C = Clarification and S = Statement**

**RFP DOCUMENTS AND TECHNICAL SPECIFICATIONS:**

The RFP Documents for the above referenced project are hereby amended in the following particulars only; all other conditions remain unchanged.

**S. The first sentence of Section 4.1 Question cutoff and time shall now read as follows: The cutoff date and time for questions is Friday, March 31, 2017 Noon Local Time.**

**S. FORM NO. 6D TOTAL COST shall now read as follows: FORM NO: 6B: TOTAL COST.**

**Q. Risk management is typically not included as an HR function. Request clarification that the City is requiring review of Risk Management function as part of the scope of work?**

**A. The City is not referring to property and liability risk, we are talking about workers compensation and safety to the extent it would be considered a normal part of the HR function. This would need to be provided as part of your analysis.**

**Q. AS it relates to the HR policy manual review, what is the City's interest in pertaining to that scope of work?**

**A. As it pertains to the first scope of work, the City would prefer the selected firm to review our current HR policy manual and identify the critical "key gaps" if any. Are there generally any policies that the City has or does not have that the City would need to have revised to be in compliance with Federal, State and local laws. The alternate scope is requiring a redrafting of our HR Policy to include better language, clear definitions, a full review.**

**Q. Pertaining to request for additional scope, you request that we submit a separate proposal. For that proposal should we fill out the same forms as required for the original scope of services. What forms should be utilized for the additional scope?**

**A. Proposers should utilize FORM NO. 5 PROJECT APPROACH NARRATIVE and identify scope one for that piece of work and identify scope number two as your additional scope response. Also, FORM NO. 6B: TOTAL COST is split out to allow the provision of pricing for both the original scope of work as well as the additional scope of work.**

**Q. What HRIS system does the City utilize?**

**A. The City does not have a HRIS system. We have an ERP system (Lawson). This system has multiple modules in which some have or have not been implemented. We do have the basic module for payroll, but we do not have a formal, traditional HRIS system.**

**Q. What is the City utilizing for admin tracking, the same system?**

**A. The City utilizes Lawson for benefits management, position control and job setup. We do not have an applicant tracking system.**

**Q. Is there a copy of existing HR Policy available online or would we be able to see a copy prior to issuing a bid?**

**A. A PDF version of the City's Human Resources Policy will be made available on Public Purchase.**

**Q. Is this engagement intended to be a general efficiency and improvement project or are there specific circumstances or things that led to issuing this RFP?**

**A. The City has had some leadership challenges in the HR Department. HR has not been able to fulfill the needs of the organization. There have been some staff changes due to said challenges. We are trying to identify the needs of the organization and how our HR department should be organized and the activities and processes they need to have to deliver those.**

**Q. Do you have large fluctuations of hiring during the summer, like seasonals, I see 1,000 employees, is that very constant?**

**A. One of the challenges is the semi-decentralization of HR functions that has created some issues. For example our Parks department that hires life guards and soccer referees, they are primarily very busy during early Spring to staff in place for Summer activities. This semi-decentralization has created challenges pertaining to compliance with federal and state regulations. Our Police Department is another challenge as it pertains to the hiring of police officers. We usually have five to ten vacancies a month not including Police or Parks.**

**Q. Would part of the submittal be to build/provide recommendations for those departments (Parks and Police)?**

**A. Correct. The City's goal is how structure our HR Department. If the departments are customers, how can the HR department meet the needs of its customers. Should the department remain as decentralized as it is now or should it be more centralized with more staff to provide consistency and efficiency, we don't know from an organizational structure and assignment perspective what the best direction to pursue.**

**Q. Who would be the point of contact for the duration of this study?**

**A. Nick Edwards will be the Project Manager. The following is Mr. Edwards contact information:  
Mr. Nick Edwards  
Director of Administration  
220 S.E. Green Street  
Lee's Summit, MO 64063  
PH: (816) 969-1015  
Email: [nick.edwards@cityofls.net](mailto:nick.edwards@cityofls.net)**

**Q. Is there a budget for this project?**

**A. The City has not established a budget at this time.**

**Q. Of the group that are listed as your current HR positions, are there other HR positions that are decentralized?**

**A. The City has the decentralization of HR functions, not the decentralization of HR professionals. Recommendations pertaining to this scenario are included as part of the scope of work.**

**Q. Pertaining to decentralized HR services. Is the assumption that they are following their own processes?**

**A. This should be encompassed as part of the review and what oversight is being given.**

Q. So it is not just a process for the five identified HR positions?

A. JM-It is not only the positions but the overall HR processes and how they are coordinated between the departments and the HR Department that should be included in the review.

Q. Is there a current organizational chart for the City?

A. Yes, an abbreviated version of the City's organization chart and separate organizational charts (inclusive of Police, Fire and Parks departments) will be made available on Public Purchase.


Q. The RFP references the Human Resources Department, but the website refers to the Human Resources Division. Is HR a department or division?

A. NE-Formally, Human Resources is classified as a division within the Administration Department.

ACKNOWLEDGEMENT

Each proposer shall acknowledge receipt of this Addendum No. 1 of RFP No. 2017-110, titled City of Lee's Summit Human Resources Department Assessment by his/her signature affixed hereto, and shall include this Addendum with their original proposal submittal.

CERTIFICATION BY BIDDER

SIGNATURE 

TITLE President

COMPANY The Novak Consulting Group

DATE 4/3/2017



## FORM NO. 1: PROVIDER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

The Novak Consulting Group  
1776 Mentor Avenue  
Cincinnati, OH 45212

1a. Provider /Firm is:  National \_\_\_ Regional \_\_\_ Local

1b. Year Provider/Firm Established: 2001

1c. Years of Experience providing RFP identified services for municipalities: 16

1d. Licensed to do business in the State of Missouri:  Yes \_\_\_ No

1e. Principal contact information: Name, title, telephone number and email address:

Julia D. Novak, President  
513-309-0444  
jnovak@thenovakconsultinggroup.com

1f. Address of office to perform work, if different from Item No. 1:

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:

Michelle Ferguson, Organizational Assessment Practice Leader  
Jenn Reichelt, Associate  
Josh Rauch, Analyst

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:

N/A

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

Specialty/Role with this Project:

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

Year Firm Established:

Years of Experience providing \_\_\_\_\_ Public Entity Human Resources Department Assessments

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

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**SUB-CONSULTANT #2**

Name & Address

Specialty / Role with this Project:

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

Year Firm Established:

- Years of Experience providing Public Entity Human Resources Department Assessments
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

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**SUB-CONSULTANT #3**

Name & Address

Specialty / Role with this Project:

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

Year Firm Established:

- Years of Experience providing Public Entity Human Resources Department Assessments
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

**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:

Lexington-Fayette Urban County Government, Kentucky (LFUCG)

Completion Date (Actual or Estimated):

November 2015 to March 2016

Project Owners Name & Address:

Lexington-Fayette Urban County Government, Kentucky  
 250 E. Main Street, Lexington, KY 40507

Project Owner's Contact Person, Title & Telephone Number:

Sally Hamilton, Chief Administrative Officer  
 (859) 258-3133 shamilton2@lexingtonky.gov

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

\$72,500

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

\$72,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

**Assessment of Human Resources Department**

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

LFUCG, a consolidated city-county government, retained the services of The Novak Consulting Group to conduct a detailed assessment of staffing and processes of the HR Department. The engagement included a review of technology requirements related to the LFUCG's ERP, as well as feedback from key organizational stakeholders regarding operational needs.

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

Ferguson, Rauch

**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:

Loudoun County, Virginia

Completion Date (Actual or Estimated):

November 2016 to January 2017

Project Owners Name & Address:

Loudoun County, Virginia  
1 Harrison Street, SE, 4th Floor, Leesburg, VA 20175

Project Owner's Contact Person, Title & Telephone Number:

Jeanette Green, Human Resource Director  
(703) 737-8632 Jeanette.Green@loudoun.gov

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

\$29,900

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

\$29,900

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

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

The County engaged The Novak Consulting Group to assist in the development of a long-term staffing plan for the Human Resource Department. Due to rapid growth within the government, the Human Resource Department needed a structural and staffing realignment in order to meet increasing demand for HR services.

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

Ferguson, Reichelt, Rauch

**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 Wilmington, North Carolina

Completion Date (Actual or Estimated):

February 2016 to May 2016

Project Owners Name & Address:

City of Wilmington, North Carolina  
102 North Third Street, Wilmington, NC 28402-1810

Project Owner's Contact Person, Title & Telephone Number:

Tony Caudle, Deputy City Manager  
(910) 341-4658 tony.caudle@wilmingtonnc.gov

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

\$24,500

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

\$24,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

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

The City engaged The Novak Consulting Group to conduct a review of the City's Human Resources Department to identify efficiency and effectiveness opportunities. The study also included a detailed assessment of staffing needs for the organization.

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

Ferguson, Rauch

**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 Boulder, Colorado

Completion Date (Actual or Estimated):

November 2012 to January 2013

Project Owners Name & Address:

City of Boulder, Colorado  
1777 Broadway, Boulder, CO 80302

Project Owner's Contact Person, Title & Telephone Number:

Jane Brautigam, City Manager  
(303) 441-3090 BrautigamJ@bouldercolorado.gov

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

\$19,500

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

\$19,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

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

The Novak Consulting Group has completed multiple engagements, including a review of the Human Resource function that lead to significant reorganization and the reemergence of the HR department as the keeper of the organizational culture and true partner to operating departments, providing effective internal services consistent with the organization's values.

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

Ferguson

**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 Rochester Hills, Michigan

Completion Date (Actual or Estimated):

December 2015 to April 2016

Project Owners Name & Address:

City of Rochester Hills, Michigan  
1000 Rochester Hills Drive, Rochester Hills, MI 48309

Project Owner's Contact Person, Title & Telephone Number:

Mayor Bryan Barnett  
(248) 656-4664 barnettb@rochesterhills.org

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

\$32,500

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

\$32,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

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

The Mayor engaged The Novak Consulting Group to assist the Human Resource Department in developing an improved service delivery model for the organization. The project included a detailed review of all HR functions, interviews with key organizational stakeholders, a City-wide survey of all employees, and a workload and staffing review.

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

Ferguson, Kadish

**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:

Michelle L. Ferguson, Organizational Assessment Practice Leader

b. Project Assignment:

Project Manager

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

The Novak Consulting Group

d. Years Experience:

With this service provider/firm 7 other service providers/firms 13+

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

Master of Public Administration, University of Kansas; Bachelor of Arts, Loyola University - Chicago

f. Current Registration(s):

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

Michelle has over 20 years of management experience in local government, and she currently serves as the organizational assessment practice leader for The Novak Consulting Group, having been with the firm since its inception.

Michelle began her consulting career in 2005 following 10 years of direct experience in local government management, which included serving as assistant county manager in Arlington County, Virginia.

Michelle excels at helping local governments continuously improve their organizations and enhance service to the public. She is skilled in project management, process improvement strategies, performance measurement, consent building, and public process design.

As organizational assessment practice leader, Michelle has completed detailed organizational reviews of entire jurisdictions and recommended improvements to structure, staffing, and processes within departments across the country. Specific department reviews have included development review, parks and recreation, public works, human services, human resources, capital budgeting, and collections. Additionally, she has provided customized training in the development and use of performance measures to assist numerous organizations continuously improve service delivery.

Michelle is also a skilled facilitator, able to bring diverse groups of people together to articulate shared visions and priorities. She has lead strategic planning engagements at the community, organizational, and department levels, and she has facilitated numerous staff and governing body retreats.

During her tenure with Arlington County, Michelle oversaw the daily management and implementation of the County's capital program. She also led the organization-wide performance measurement initiative establishing their Balanced Scorecard. Prior to Arlington County, Michelle served as assistant city manager in Overland Park, Kansas.

Michelle earned a bachelor's degree in political science from Loyola University-Chicago and a master's degree in public administration from the University of Kansas. She is a member of the International City/County Management Association. She also served as the president of the Metropolitan Association of Local Government Assistants in Washington, D.C and has presented at state and national conferences on topics such as strategic planning, effective governing bodies, and council-staff relations.



**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:

Jenn Reichelt, Associate

## b. Project Assignment:

Jenn Reichelt - Consultant

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

The Novak Consulting Group

## d. Years Experience:

With this service provider/firm 9 mos other service providers/firms 16

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

Master of Public Administration, Northern Arizona University; Bachelor of Science, Northern Arizona University

## f. Current Registration(s):

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

Jenn Reichelt has 16 years of experience in local government management, most recently as deputy city manager for the City of Great Falls, Montana. Prior to her time in Montana, she worked for the City of Glendale, Arizona for 10 years.

Jenn joined The Novak Consultant Group in June 2016 and brings with her a wealth of knowledge in the areas of human resources management and labor management. She is adept in collective bargaining, mediation, fact-finding, and arbitration processes. Jenn has a strong background in community engagement, public outreach, and media relations, as well as crisis and emergency management. She is skilled at working with diverse stakeholders and building consensus.

Throughout her career, Jenn has coordinated the development of successful citizen outreach and communication plans for departments as well as larger community-wide initiatives. Some of the larger projects she has worked on include the 2010 Census, a capital improvement bond election, a public safety sales tax election, and construction and transportation projects.

During her tenure in Great Falls, Jenn oversaw all human resources and personnel activities which included working with the City's 10 labor unions. She coordinated the city's communication efforts and served as the city's primary public information officer. Jenn improved customer service, internal operations, and increased revenue opportunities at the Great Falls Animal Shelter and Mansfield Performing Arts Center. In addition, she managed the city's five Tax Increment Financing Districts (TIF) and assisted applicants in receiving more than \$11 million in TIF funding.

In Glendale, Jenn served as the deputy marketing & communications director. She led the city's downtown redevelopment efforts and assisted in the development of Glendale's Sports & Entertainment District. She oversaw the city's tourism efforts which included the creation of a Convention & Visitors Bureau and the city's advertising, sports marketing, and branding campaigns. Jenn served as a city spokesperson and assisted in mega-event planning for events such as the 2008 Super Bowl, WrestleMania XXVI, Fiesta Bowls, and Cactus League Spring Training games for the Los Angeles Dodgers and Chicago White Sox.

Jenn earned a bachelor's degree in business administration and a master's degree in public administration from Northern Arizona University. She is a member of the International City/County Management Association (ICMA) and a graduate of Leadership ICMA and the Weldon Cooper Center for Public Service Senior Executive Institute.

**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:

Joshua Rauch, Analyst

b. Project Assignment:

Josh Rauch - Analyst

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

The Novak Consulting Group

d. Years Experience:

With this service provider/firm 2 other service providers/firms 6

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

Master of Public Administration, University of Kansas; Bachelor of Arts, Political Science, University of Dayton

f. Current Registration(s):

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

Josh has experience in several local government settings, most recently with the Economic Development Division of the City of Springfield, Ohio. While there, he assisted with business retention and expansion activities, provided staff support for tax incentive negotiations and reporting, and helped develop the City's marketing strategy.

Josh began his career as an undergraduate intern with the City of Dayton, Ohio. He organized community engagement events for young adults working in Dayton over the summer months. He built on this experience during graduate school when he began working for the City of Mission, Kansas. There he helped coordinate a variety of community events, including public budget hearings, community input sessions, and a successful attempt to set the Guinness World Record for the Largest Painting Made with Footprints. He also managed the City's property maintenance code enforcement program and neighborhood assistance programs.

Aside from community engagement activities, Josh has helped formulate, implement, and administer new policies and programs related to transportation funding, social media engagement, code enforcement and neighborhood assistance, information technology, sustainability planning, and performance measurement.

As a consultant, Josh has provided analytical support for organizational and operational reviews involving a wide array of functions, including fire staffing, human resources, economic development, public works, information technology, and administration.

Josh earned a bachelor's degree from the University of Dayton and a master's degree in public administration from the University of Kansas. He is a member of the International City/County Management Association.

**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

The City of Lee's Summit is interested in engaging the assistance of an outside consultant to conduct an evaluation of the Human Resources Department. The purpose of this assessment is to review existing practices, policies, procedures, and structures to identify best practices and opportunities for improvement in the delivery of human resources services to the City.

To meet this need in the review of the Department, The Novak Consulting Group proposes to use our "Six R" approach. This involves soliciting and collecting information on HR Responsibilities, Resources, Requirements, and Results in order to identify possible organizational and operational Revisions with an associated Roadmap to implement positive change. This approach is depicted in the following graphic:

The Novak Consulting Group

Company Name  
1776 Mentor Avenue

Address  
Cincinnati, OH 45212

City/State/Zip  
513-221-0500 513-221-3100

Telephone # Fax #  
26-3977506

Tax ID No.

Julia D. Novak

Authorized Person (Print)

Signature  
President

Title  
4/3/2017

Date  
S Corp

Entity Type:

**FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)**

- Responsibilities refer to the sources and level of mandate/direction for HR services. These may derive from Federal/State mandate, direction from the local council through ordinance or resolution, and/or internal direction derived from annual vision/mission/goals and objectives. We will review all HR services to determine source and level of mandate in order to better understand service level constraints and opportunities for change.
- Resources refer to all assets available to the organization to achieve its respective responsibilities. These resources may include the following: time; human resources/available department staffing; management capacity/capability; financial position/forecasts; contractual services (as internal service supplement or replacement); technological assets (hardware, software, communications, training); and physical assets (buildings, equipment, vehicles).
- Requirements refer to the sources of direction to HR management and staff regarding service approach and methodology. These sources provide staff with direction on how they should approach their respective tasks and complete their assignments. These sources may derive from formal law/codes or adopted policies and procedures to less formal mechanisms including continuation of past practice through initial or on-the-job training. We will review and assess HR services and process requirements to better understand existing business processes and opportunities for positive change.
- Results refer to the service yield derived from the provided services. These services are the result of rationally developed/utilized process requirements applying available resources in pursuit of prioritized fulfillment of HR responsibilities. The results phase links current operations with future planning through measures of adequacy, efficiency, and effectiveness through management reporting to provide operational information resources for better management decision-making.
- Revisions refer to the depth and breadth of continuing change necessary to support improved performance as indicated from results and performance reporting. This change can range from a high level involving holistic or systemic issues (i.e., should we be in this business) to strategic issues (should we consider alternative service sources) to tactical issues (improving the productivity, efficiency, and effectiveness of the activity or service). Revisions can impact any or all of the previous cycle stages (Responsibilities, Resources, Requirements, or Results).
- Roadmap refers to the plans to implement revisions in order to improve service delivery and product quality while maintaining or reducing unit costs. The Roadmap provides an action plan for the City that identifies recommended priorities, responsibilities, effort phasing, and an expected schedule to reach milestones.

The following details the proposed work plan to complete the organizational assessment of the City of Lee's Summit's Human Resources Department.

**Scope 1****Activity 1: Begin Engagement**

The Novak Consulting Group will begin this engagement by meeting with the City Manager, HR Director, and other project leadership to review the details and expectations of this effort and to finalize the project schedule. We will also discuss the City's interest in this study, the strengths and weaknesses of the current HR processes, structure, and operations, and other issues that may be relevant to our work.

We will request and review all relevant background information, such as budgets, previous studies, departmental work plans, organizational charts, job descriptions, and other similar information to inform our work.

We will meet with the City's Management Team at the beginning of this engagement to discuss the overall project plan, timeline, and expectations. This allows an initial opportunity to hear about any underlying concerns or issues that our project team should be aware of as the work commences.

Throughout the project, we will provide the City with regular project status reports, designed to maintain planned project progress and budget, to identify and resolve project issues, and to review project work products. In addition to formal status reporting, we anticipate numerous informal opportunities for the City to discuss various project and operating issues with our project manager and team leaders. We welcome the opportunity to have this informal dialogue since we believe that it will contribute to a more successful project.

**FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)**

## Scope 1 (continued)

**Activity 2: Assess Internal Customer Satisfaction**

As a critical internal service, it is important to solicit feedback from customers. Therefore, The Novak Consulting Group will administer a confidential online survey of the organization. This survey will seek to understand the needs of the organization as it relates to both services as well as customer service from the Human Resources Department.

Additionally, interviews will be conducted with key staff from throughout the organization who frequently interact with the Human Resource Department, designed to assess customer satisfaction levels with HR services in the organization.

**Activity 3: Assess Human Resources Department**

In this task, we collect detailed data and information regarding HR operations. This is a significant project effort that serves as the basis for all of the analytical components of the project, including issue identification and recommendation development. We employ several different techniques for obtaining this information in order to collect sufficient data to understand department operations. These data collection techniques include the following activities:

- We schedule and conduct confidential individual interviews with HR staff. The interviews cover the organization, structure, and volume of work; the business processes used to accomplish work; supervisory relationships; performance management; and perceived strengths and weaknesses.
- In addition to formal interviews, we may conduct selected operational observations in order to understand how work is actually performed in your normal work environments. This will include walk-throughs in office settings and observing processes (both manual and automated) during our site visit.
- Thorough data collection relates particularly to budgeting and financing, work volumes, work cycle times, demands for service, and other detailed data necessary for a complete analysis. We will tailor the collection of data to the needs and issues of the Department and its operations. As an example, we typically collect the following data to better understand operations:
  - Work volume relative to staff resources
  - Customer service performance standards and compliance reports
  - Department budgets, including revenues and expenditures
  - Current cost allocation plans and supporting data and calculations
  - Internal financial reports
  - Internal cost allocations by work unit
  - Job descriptions and wage and compensation plans
  - Records reflecting training and certifications
  - Organization charts and staffing tables, including changes over the preceding three to five years
  - Strategic organizational plans
  - Management reports, including any applicable performance measurement and reporting
  - Information technology infrastructure, including hardware and application inventories, use of field technologies, and system strategic plans

Based on our interviews, we will develop process maps of key HR processes which could include recruitment, hiring, classification, and/or position changes. These as-is process maps will be validated with staff and used to inform recommendations for process improvements.

**FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)**

## Scope 1 (continued)

**Activity 4: Conduct Best Practice and Benchmarking Research**

As part of our analysis, we evaluate the performance of the department as it compares to industry standards of performance, as well as other comparable jurisdictions. We will discuss with the City the jurisdictions to be researched for best practices and relevant structures.

The resulting diagnostic provides a quick and objective overview of both the quantitative and qualitative work activities of the departments. The Novak Consulting Group has developed industry best management practices in many areas of local government service. This information was developed from our previous work with professional associations and industry groups, as well as other sources. We will compare and contrast management practices in HR with the best practices of other successful organizations.

As part of the analysis, we will identify best practices and determine where gaps may exist in the Department's processes. We will develop recommendations for closing those gaps and improving efficiency, based on available resources. Additionally, recommendations for streamlining processes, reallocating personnel, and other appropriate recommendations will be prepared and reviewed with the project team.

**Activity 5: Prepare Project Deliverables**

The project team will employ our "Six R" approach as introduced previously. The approach guides our efforts through data development, issue identification, operational analysis, and creation of recommendations tailored to improve the operations of the Department and HR services City-wide. We employ a variety of review and analysis techniques to develop and refine organizational and operational data in order to provide recommendations that will improve the Department's performance.

We will evaluate the organization and structure of the Department to assess its impacts on program operations now and in the future. We will look at both the organizational alignment of the Department as well as how it integrates with the overall structure of your government. We will conduct the assessment from the following aspects of organizational design:

- The number of organizational levels and reporting procedures and the impacts on the size and composition of the organization's command structure;
- Alignment of leadership, management, and supervision;
- Relative importance of specific operations in regard to organizational placement;
- Adequacy of communication and coordination between and among operating units;
- Spans of control and management supervision;
- Overlapping or duplicated functions;
- Clear lines of authority and responsibility;
- Sufficiency of supervisory ratios; and
- Distinct work units to carry out important functions.

We leverage the prior activities to define appropriate staffing levels based upon the organizational, policy, and process reviews. The Novak Consulting Group project team will employ a holistic approach using a variety of staffing assessment mechanisms. This approach incorporates the Department's desired set of program service levels, its budgetary capacity, the skills and training of the current workforce, its access to technology, and many other non-numeric drivers. We will perform the following activities for this analysis:

- Determine the backlogs, or alternatively, the excess capacity of the current workforce
- Define the potential work production levels if reasonable levels of productivity and utilization are met
- Determine desired and/or feasible services levels, given budgetary constraints
- Determine the impact of any additional revenue sources which may have been identified during the course of the study upon feasible service level provision
- Evaluate the efficiency of performance of specific tasks, as well as their relative importance to the organization, and the frequency with which these are performed. The project team will utilize this multi-dimensional approach to determine which tasks should be enhanced, which should be diminished, and which may be candidates for alternative service delivery methods.

At the completion of the above tasks, The Novak Consulting Group will prepare a summary of our observations and initial recommendations. We will meet with the City to review the summary. Additional follow-up on issues or analysis will be conducted as needed.

The Novak Consulting Group will then prepare a draft report. The report will include an executive summary, our methodology and approach, and a thorough description of all recommendations for the department. The draft report will be presented to the City for review for factual accuracy and to discuss content and approach. We will prepare and present the final report based on feedback and direction from the City

Additionally, we will provide the Roadmap outlined in the Six R approach. This Roadmap serves as an implementation plan to guide the City through detailed implementation of the report's recommendations.

FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Scope 2

If the City desires, The Novak Consulting Group would also perform a review and analysis of the City's current personnel policies and procedures. Once completed, we would provide the City with recommendations for modifications based on best practices and our experience performing similar reviews.

Timeline

A proposed project timeline is included. We expect to review and refine this schedule with the City during our initial meeting.

**Schedule**

**Lee's Summit, Missouri  
Human Resources Department Assessment**

start	2	3	4	5	6	7	8	9	10	11	12	13
5/15	5/22	5/29	6/5	6/12	6/19	6/26	7/3	7/10	7/17	7/24	7/31	8/7

**Activity 1 - Begin Engagement**

- 1.1 Conduct project kick-off meetings with City Manager and HR Director
- 1.2 Meet with the City's Management Team
- 1.3 Request and review background information
- 1.4 Finalize project schedule

**Activity 2 - Assess Internal Customer Satisfaction**

- 2.1 Administer and Analyze online customer service survey
- 2.2 Interview key staff (8)
- 2.3 Summarize learning

**Activity 3 - Assess Human Resources Department**

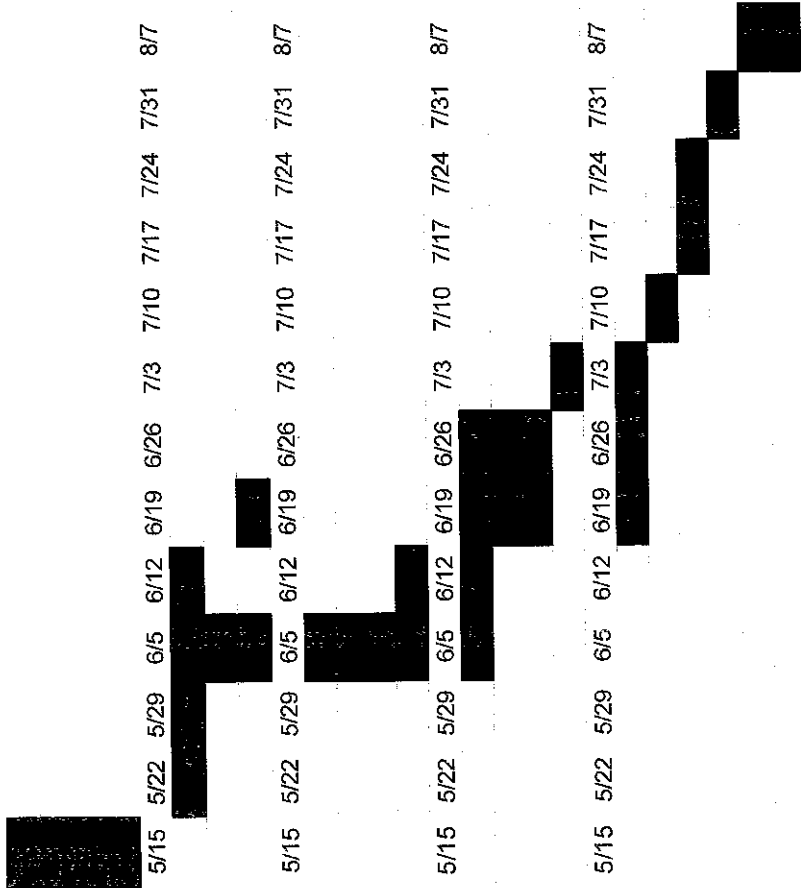
- 3.1 Interview department staff (5)
- 3.2 Observe workflow and map key processes (recruitment and selection, seasonal hiring, etc.)
- 3.3 Summarize learning

**Activity 4 - Conduct Best Practice and Benchmarking Research**

- 4.1 Research and identify best practices
- 4.2 Provide industry standard performance metrics for continual assessment and improvement
- 4.3 Summarize learning

**Activity 5 - Prepare Project Deliverables**

- 5.1 Develop findings and recommendations
- 5.2 Review recommendations with City
- 5.3 Prepare draft report
- 5.4 Review draft report with City
- 5.5 Prepare final report and present to the City's Management Team
- 5.6 Prepare implementation plan





**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT  
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063  
Phone: 816-969-1083 Fax: 816-969-1081  
Email: [ben.calia@cityofls.net](mailto:ben.calia@cityofls.net)

**TITLE-SIGNATURE PAGE**

**REQUEST FOR PROPOSAL NO: 2017-110**

The City of Lee's Summit will accept electronically submitted proposals via Public Purchase from qualified persons or firms interested in providing the following:

**CITY OF LEE'S SUMMIT (COLS) HUMAN RESOURCES (HR) DEPARTMENT ASSESSMENT  
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF THURSDAY, APRIL 6,  
2017, 2:00 P.M. LOCAL TIME**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR MONDAY, MARCH 27, 2017,  
AT 1:30 P.M. IN THE ADMINISTRATION CONFERENCE ROOM, EAST END, 2ND FLOOR 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.**

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

CITY OF LEES SUMMIT

REQUEST FOR PROPOSAL: 2017-110

The City of Lee's Summit will accept electronically submitted proposals from firms/providers interested in providing the following: **CITY OF LEE'S SUMMIT (COLS) HUMAN RESOURCES (HR) DEPARTMENT ASSESSMENT**. Proposals must be received electronically in Public Purchase by 2:00 P.M. Local time, on Thursday, April 6, 2017.

RFP documents and any addendums are available by accessing the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo> or by contacting the Procurement Officer listed on page 1. Proposers needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Proposers should plan on registering no later than 36 hours (M-F) prior to RFP closing.** 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. All addendums must be signed and included with proposal.

For any service agreement greater than \$5,000, the successful proposer shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation 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 agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

There will be a pre-proposal conference in the Administration Conference Room on the east side of the 2nd floor of City Hall, 220 S.E. Green St. on Monday, March 27, 2017, at 1:30 P.M., Local Time. **All interested bidders are encouraged to attend.**

*Ben Calia, CPPB.* Procurement and Contract Services Manager

**TABLE OF CONTENTS**

Cover Title-Signature Page  
Legal Notice  
Table of Contents

**PART I**

Description of Project and Services Required  
1.0 Introduction  
2.0 Scope of Services  
3.0 City Provided Services  
4.0 Timeline for RFP Process and Project Completion

**PART II**

Instructions to Respondents  
1.0 Minimum Qualifications  
2.0 Selection Process  
3.0 Respondent Cost to Develop Proposal  
4.0 Instructions for Responding to this RFP  
5.0 Terms and Conditions  
6.0 No Financial Interest or Other Conflict  
7.0 Debarment and Suspension Status  
8.0 Invoicing and Payments  
9.0 Renewal Option  
10.0 Cooperative Procurement with other Jurisdictions  
11.0 Business License  
12.0 Insurance  
13.0 Compliance  
14.0 Work Authorization Affidavit and E-Verify  
15.0 Sample Agreement  
Enclosure I, Proposal Ranking Sheet  
Enclosure II, Interview Ranking Sheet  
Enclosure III, Table of Contents for submittal  
Form No. 1: Provider Profile  
Form No.2: Key Outside Consultants  
Form No. 3: Experience/References  
Form No. 4: Resumes of Key Personnel  
Form No. 5: Project Narrative  
Form No. 6A: Fee Schedule  
Form No. 6B: Total Cost

**PART III**

Insurance Requirements

**PART IV**

General Conditions

**PART I****DESCRIPTION OF PROJECT AND SERVICES REQUIRED****1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:**

The City of Lee's Summit has an interest in reviewing the services, functions, and processes performed by the City of Lee's Summit Human Resources (HR) Department. Human Resources operations have changed rapidly in recent years, and it is the objective of the organization to be able to efficiently adapt to those existing changes as well as future needs and expectations from Human Resources.

The City employs approximately 1,000 people during peak seasonal periods. Many, if not most, of the City's jobs or positions are highly regulated either by professional standards or minimum requirements, and possibly technical in nature, or subject to difficult working conditions. The diversity of job types and number of employees creates HR challenges related to employee training, risk management, compensation and benefit management, organizational policies and procedures, recruitment, compliance with rules and regulations, discipline and investigations, and other services or functions classically attributed to HR.

The City is seeking an assessment of the organization's HR needs and recommendations as to how to best address those needs so that they can be delivered efficiently, consistently, and with a customer service approach.

**1.1 Description of Operations or Background:**

Currently, the City employs the following five (5) positions within the HR department. The following is a brief job summary of said positions;

- **Director of Human Resources** - The Director of Human Resources provides the strategic direction for personnel programs and the merit based evaluation system for City employees. The Director of Human Resources works with management to develop and ensure compliance of organizational policies and directives.
- **Benefits Specialist** - administers the City's benefits programs to include health/dental/vision, disability, life insurances, retirement programs and other voluntary employee benefits.
- **Human Resources Assistant** - performs routine and complex duties to assist the Human Resources department in the maintenance of the personnel system and carries out various programs. Provides administrative and technical support for the City's Human Resources department.
- **Human Resources Generalist** - performs a variety of routine and complex duties to assist the human resources department in carrying out various programs and procedures to include talent acquisition management, training, participates in surveys and maintains master job description file.
- **Risk Management Officer** - manages safety, loss control, worker's compensation and wellness programs to ensure compliance with applicable legislation and management directives. Designs, develops, sources and delivers safety and developmental training. As a representative of management, supports the mission, vision, strategic plan, goals and decisions of the department and City.

**2.0 SCOPE OF SERVICES:**

The City requests these onsite activities be planned for and included as part of any proposal;

- Meet with the City's Management Team to discuss the project approach
- Observe work flows and processes of the HR Department
- Meet with the City's Management Team to review findings and recommendations
- If requested by the City, present findings and recommendations to the City Council

The City requests the following deliverables as part of the scope of services;

- Assessment and identification of organizational needs pertaining to HR services, functions, and processes
- Assessment and identification of HR staff's capacity to meet organizational needs as defined above
- A review of key work processes to identify the potential for increased efficiency
- A review of existing technology resources and their use to determine the potential for increased efficiency
- A general review of the City's personnel policies and HR procedures to identify critical gaps in coverage
- A summary of recommended changes to address organizational needs to include changes in the overall department structure, HR staffing levels, job duties and assignments, reporting structure, policies and procedures, and resource needs.

- A summary of recommendations for implementation

During the provision of services and formulation of findings and recommendations, the City requests that the Consultant provide regular status updates (bi-monthly) related to the processes and procedures that can be shared with designated City staff. The City requests that Consultant prepare a written report documenting the scope of services, including discussion of methods, techniques, and recommendations. A total of six (6) paper copies and one (1) electronic submission will be required of the final report and supporting documents.

**Additional Scope:**

While the above and foregoing is the scope of the current needs, we would invite you to submit a separate proposal which encompasses a review and analysis of the City's current personnel policies and procedures, as well as recommendations for modification for future consideration should the organization decide to move forward with regard to this element as a separate engagement.

**3.0 TIMELINE:**

Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Post RFP Notification	MONDAY, MARCH 13, 2017
Pre-Proposal Meeting	MONDAY, MARCH 27, 2017
Question Cutoff date	FRIDAY, MARCH 30, 2017 @ NOON, LOCAL TIME,
Receive Proposals electronically in Public Purchase	THURSDAY, APRIL 6, 2017 @ 2:00 P.M., Local Time
Meet to review	week of APRIL 10, 2017
Interviews (if applicable)	week of APRIL 24, 2017
Enter into Negotiations	week of MAY 1, 2017
Finance & Budget Committee Meeting	MONDAY, JUNE 5, 2017
City Council	THURSDAY, JUNE 15, 2017
Notice to Proceed	FRIDAY, JUNE 16, 2017

3.1 Timeline for project: The City has developed the following general timeline:

Project anticipated start date is June 16, 2017, with completion expected to occur on or before August 30, 2017. Project may begin earlier depending on approval process.

**PART II**  
**INSTRUCTIONS TO RESPONDENTS**

**1.0 MINIMUM QUALIFICATIONS**

The selected firm shall have at least five (5) years experience providing the services described in sections 1.0 and 2.0 of this RFP document.

**2.0 SELECTION PROCESS:**

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

**Step One: Evaluation of Responsive Proposals**

Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:

- a. The firm's (lead firm and sub-consultants) experience in providing similar services to municipalities during the past five (5) years.
- b. Key personnel that will be assigned to the City's project, and their experience with similar projects.
- c. Applicable Resources offering quality assurances/quality control procedures; as well as adequacy of team/resources to complete the project within the proposed timeframe.
- d. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with city staff, elected officials, and the public.
- e. Cost (up front submitted with proposal)

The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section. The Selection Committee may request additional submittals.

**Step Two: Short List Interviews**

The written evaluation will produce a list of the top rated proposals that may be selected for interviews (short list). Oral interviews may be conducted in order to make a final decision.

The Project Manager checks reference once a short list is determined. Reference check information memo is prepared by the Procurement Officer or Project Manager and distributed to the interviewing committee. Reference check information is considered part of the interview process and incorporated into the firm's Experience & References criteria.

Upon selection of the top rated firm after interviews, the City will negotiate the specific terms of the agreement including cost.

**3.0 RESPONDENT COST TO DEVELOP PROPOSAL:** All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

**4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP:** Submittals must be uploaded into Public Purchase e-bidding system prior to the closing date of Thursday, April 6, 2017 at 2:00 P.M. Local Time.

The proposal must be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (if applicable)
- e. Form No. 1 - Provider Profile –Lead Firm(s) – Joint Venture Partners
- f. Form No. 2 – Key Outside Consultants (sub-consultants)
- g. Form No. 3 – Experience/References – List those projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental

entities. Include company name, address, persons to agreement, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.

- h. Form No. 4 – Key personnel that will be assigned to the City's project for lead consultant firm(s) and sub-consultant firms. List the person's name, title, project assignments, years of experience and any other qualifications relevant to the City's project.
- i. Form No. 5 – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.
- j. Cost. Identify all costs related directly or indirectly to this project, including, but not limited to employee classification, hourly rate, travel time, out-of-pocket expenses, etc. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.  
Form No. 6A: Fee Schedule  
Form No. 6B: Total Cost
- k. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in section 4 INSTRUCTIONS FOR RESPONDING TO THIS RFP as well as a CERTIFICATE OF INSURANCE as described in Insurance Requirements PART III.

**4.1 Question cutoff date and time:** The cutoff date and time for questions is Friday, March 30, 2017 Noon Local Time. All questions should be directed to the Procurement Officer(s) identified on page one of this document.

**5.0 TERMS and CONDITIONS:** Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.

**6.0 NO FINANCIAL INTEREST or OTHER CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.

- 6.1 No City of Lee's Summit employee, City Council member or member of any City of Lee's Summit board or commission, nor family member (the spouse, parent, grandparent, stepmother, stepfather, child, grandchild, brother, sister, half brother, half sister, adopted children of parent, or spouse's parents) of any such person to the third degree of consanguinity or affinity to City Employee, City Council member or member of any City of Lee's Summit board or commission, has a financial interest, direct or indirect, in Offeror or in any contract Offeror might enter into with The City of Lee's Summit.
- 6.2 No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any employee, City Council member, or member of any City of Lee's Summit board or commission, nor to any family member of any such person.

**7.0 DEBARMENT and SUSPENSION STATUS:**

- 7.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 7.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 7.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

**8.0 INVOICING AND PAYMENTS:**

- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, agreement number, item number, description of services, unit prices, and extended totals.

- b. Payment schedule is negotiable.

**9.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed agreement, would you sell under the terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement).

YES \_\_\_\_\_ NO \_\_\_\_\_

INITIALS: \_\_\_\_\_

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term agreement. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the agreement unless they are specifically named in the Request for Proposal as a joint participant.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the agreement. The PCO has sole authority to modify the agreement and handle disputes regarding the substance of the agreement. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

**10.0 BUSINESS LICENSE:** The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

**11.0 INSURANCE:** The proposer must provide a Certificate of Insurance in accordance with all requirements shown in **PART III**, the insurance requirement section of this document prior to the award of an agreement-if applicable.

**12.0 COMPLIANCE:** The following items shall be provided by proposer to the City of Lee's Summit Procurement and Contract Services Division or Department conducting this solicitation prior to the issuance of an agreement:

12.1 To be provided with proposal submittal:

- **Proposer must complete the proposal document in its entirety. Submit all pages of this complete proposal document**
- Form No. 1: Provider Profile
- Form No.2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A: Fee Schedule
- Form No. 6B: Total Cost

12.2 To be provided prior to the issuance of an agreement:

- Business License (if applicable),
- Certificate of Insurance (naming the City of Lee's Summit as additionally insured for General Liability only-(if applicable),
- Work Authorization Affidavit (if applicable),
- E-Verify Signature page (if applicable).



**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 \_\_\_\_\_ )

) ss.

State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_ ("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

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

SEAL

**14.0 SAMPLE AGREEMENT:** The City has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit an agreement which differs from the following example.

**SAMPLE SERVICE AGREEMENT**

FOR \_\_\_\_\_

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and \_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_, hereafter 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. \_\_\_\_\_ (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms, 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.
3. Amount Not To Exceed. It is expressly understood that in no event will the total 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 sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). 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.

OR
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 Exhibit B. 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. Agreement Term: The term of this Agreement shall be One (1) year from \_\_\_\_\_ through \_\_\_\_\_.
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.

Authorized Signatures from both Successful Firm and City

**ENCLOSURE I**  
**PROPOSAL RANKING SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Maximum Points	Score
1	<b>Evidence of Experience &amp; References with Similar Projects (FORM 3)</b> Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?  <ul style="list-style-type: none"> <li>Familiarity and experience with similar projects</li> <li>Consider any sub-consultants to be used and their experience (if applicable)</li> </ul>	30	_____
2	<b>Expertise of Firm/Provider Personnel (FORM 4)</b> Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:  <ul style="list-style-type: none"> <li>Project Manager</li> <li>Project team</li> <li>Sub-consultants (if applicable)</li> </ul>	30	_____
3.	<b>Applicable Resources (FORM 1, 2, AND 5)</b> Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP  <ul style="list-style-type: none"> <li>Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>	10	_____
4.	<b>Project Approach (FORM 5)</b> Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.  <ul style="list-style-type: none"> <li>Project schedule and detailed approach is reasonable/responsive to City's needs</li> <li>Roles of all involved parties clearly identified</li> <li>Familiarity with project location as evidenced by proposal (if applicable)</li> <li>Identify/recognize critical or unique issues specific to the project</li> <li>Adequacy of proposed communications process</li> <li>Unique approaches that have been successful elsewhere.</li> </ul>	20	_____
5.	<b>Cost (FORM 6 A and 6B)</b> Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____
	Ranked By: _____		_____
		<b>TOTAL POINTS</b> (100)	_____

**ENCLOSURE II**  
**INTERVIEW RANKING SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	<u>Evaluation Criteria</u>	<u>Maximum Points</u>	<u>Score</u>
1	<b>Evidence of Experience &amp; References with Similar Projects (FORM 3)</b> Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?  <ul style="list-style-type: none"> <li>Familiarity and experience with similar projects</li> <li>Consider any sub-consultants to be used and their experience (if applicable)</li> </ul>	30	_____
2	<b>Expertise of Firm/Provider Personnel (FORM 4)</b> Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:  <ul style="list-style-type: none"> <li>Project Manager</li> <li>Project team</li> <li>Sub-consultants (if applicable)</li> </ul>	30	_____
3.	<b>Applicable Resources (FORM 1, 2, AND 5)</b> Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP  <ul style="list-style-type: none"> <li>Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>	10	_____
4.	<b>Project Approach (FORM 5)</b> Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.  <ul style="list-style-type: none"> <li>Project schedule and detailed approach is reasonable/responsive to City's needs</li> <li>Roles of all involved parties clearly identified</li> <li>Familiarity with project location as evidenced by proposal (if applicable)</li> <li>Identify/recognize critical or unique issues specific to the project</li> <li>Adequacy of proposed communications process</li> <li>Unique approaches that have been successful elsewhere.</li> </ul>	20	_____
5.	<b>Cost (FORM 6 A and 6B)</b> Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____

Ranked By: \_\_\_\_\_

TOTAL POINTS \_\_\_\_\_  
(100)

**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: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 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) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page ____ - ____
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ____
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page ____ - ____
J.	COST: Forms provided (6A and 6B)	Page ____
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page ____
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page ____

**FORM NO. 1: PROVIDER PROFILE**

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is:  National  Regional  Local

1b. Year Provider/Firm Established:

1c. Years of Experience providing RFP identified services for municipalities:

1d. Licensed to do business in the State of Missouri:  Yes  No

1e. Principal contact information: Name, title, telephone number and email address:

1f. Address of office to perform work, if different from Item No. 1:

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:

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

Specialty/Role with this Project:

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

Year Firm Established:

Years of Experience providing \_\_\_\_\_ Public Entity Human Resources Department Assessments

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

---

**SUB-CONSULTANT #2**

Name & Address

Specialty / Role with this Project:

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

Year Firm Established:

- Years of Experience providing Public Entity Human Resources Department Assessments
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

---

**SUB-CONSULTANT #3**

Name & Address

Specialty / Role with this Project:

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

Year Firm Established:

- Years of Experience providing Public Entity Human Resources Department Assessments
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

**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:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

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

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

Scope of Entire Project: (Please give quantitative indications wherever possible).

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:



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

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY BILLING RATES
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

---

Company Name

---

Authorized Person (Print)

---

Address

---

Signature

---

City/State/Zip

---

Title

---

Telephone #

---

Fax #

---

Date

---

Tax ID No.

---

Entity Type:

**FORM NO. 6D: TOTAL COST**

Overall total project cost to 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.

**ORIGINAL SCOPE**

TOTAL COST \$ \_\_\_\_\_  
Numeric

\_\_\_\_\_  
Use words, Dollars/Cents

**ADDITIONAL SCOPE**

TOTAL COST \$ \_\_\_\_\_  
Numeric

\_\_\_\_\_  
Use words, Dollars/Cents

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone #                      Fax #

\_\_\_\_\_  
Tax ID No.

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Type:



**FORM NO. : 6B TOTAL COST**

Overall total project cost to 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.

**ORIGINAL SCOPE**

TOTAL COST \$ 37,800  
Numeric

thirty-seven thousand eight hundred dollars/no cents

Use words, Dollars/Cents

**ADDITIONAL SCOPE**

TOTAL COST \$ 10,000  
Numeric

ten thousand dollars/no cents

Use words, Dollars/Cents

The Novak Consulting Group

Company Name

1776 Mentor Avenue

Address

Cincinnati, OH 45212

City/State/Zip

513-221-0500

513-221-3100

Telephone #

26-39775039

Fax #

Tax ID No.

Julia D. Novak

Authorized Person (Print)

*J. Novak*

Signature

President

Title

4/3/2017

Date

S-Corp

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. (Procurement Officers are to include only when the service provided pertains to professional services such as: Architects, Engineers, CPAs, Land Surveying, Banking, Legal Services, Consulting Services, Financial Services, Medical or Health Services. If you are unsure, contact the City's Risk Manager for direction prior to issuance.) Approved by Legal-Risk Mgt-1/16/2014

**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 "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 proposals 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 debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an 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.