


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, 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. 2018-058 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
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 Eighty Four Thousand Dollars (\$84,000.00). 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 shall be for a one (1) year period from the date identified above. All pricing identified on the pricing page shall be in effect for the stated agreement term.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.



Procurement Officer of Record

Stephen A. Arbo, City Manager

Date

APPROVED AS TO FORM:

Office of the City Attorney

The Novak Consulting Group

Company Name



Company Authorized Signature

President

7/20/2018

Title

Date

Type or Print the Name of Authorized Person

Julia D. Novak

CITY OF LEE'S SUMMIT
ADMINISTRATION DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
Phone: 816-969-1015 Fax: 816-969-1515
Email: nedwards@cityofls.net

TITLE-SIGNATURE PAGE**REQUEST FOR PROPOSAL NO. 2018-058**

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

CITIZEN STRATEGIC PLAN-PRELIMINARY PROJECT PLANNING

IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF TUESDAY, FEBRUARY 6, 2018, 2:00 P.M. LOCAL TIME

A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR TUESDAY, JANUARY 23, 2018

AT 2:00 P.M. LOCAL TIME IN THE CITY COUNCIL CHAMBERS CONFERENCE ROOM LOCATED ON THE NORTH END OF THE FIRST FLOOR OF 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 cutoff date and time for questions is FRIDAY, JANUARY 26, 2018 at Noon Local Time. All questions should be directed to the Project Manager identified on page one of this document.

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 LEE'S SUMMIT

REQUEST FOR PROPOSAL 2018-058

The City of Lee's Summit will accept electronically submitted proposals from firms/providers interested in providing the following: **CITIZEN STRATEGIC PLAN-PRELIMINARY PROJECT PLANNING**. Proposals must be received electronically in Public Purchase by 2:00 P.M. Local Time, on Tuesday, February 6, 2018.

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.

The cutoff date and time for questions is FRIDAY, JANUARY 26, 2018 at Noon Local Time. All questions should be directed to the Project Manager identified on page one of this document.

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 City Council Chambers Conference Room located on the North end of the first floor at City Hall, 220 S.E. Green St. on Tuesday, January 23, 2018, at 2:00 P.M., Local Time. **All interested proposers are encouraged to attend.**

Nick Edwards, Assistant City Manager

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PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Lee's Summit is seeking assistance from qualified and experienced professionals for the purpose of facilitating, coordinating, and developing a citizen based strategic plan.

1.1 Background:

The community has benefited from previous citizen strategic plans in 1999 and again in 2007. The 1999 plan, entitled 'Lee's Summit 21st Century' was developed with assistance from the National Civic League and provided a foundational document that guided the City through its decision making process. The 1999 plan was organized into four key performance areas (KPA's) which included Development, Education & Culture, Health & Safety, and Preservation. The Implementation Committee was chaired by Dr. Robert (Bud) Hertzog and Nancy Blackwell. The 1999 plan had a noticeable and long lasting impact on the community. It's legacy and reputation made it known as the 'bricks and mortar' plan which guided and enabled much needed investment in physical infrastructure.

The 2007 plan, entitled 'Lee's Summit 360° Charting Tomorrow' (LS360), was commissioned by the Mayor and City Council and facilitated by the National Civic League. The plan was developed through collaboration with 163 stakeholders and many more citizens from the community. The Implementation Committee was led by Jon Ellis and Vicky Cundiff. The 2007 plan had six KPA's which included Education, Economic Development, Health & Human Services, Local Government, Quality of Life, and Transportation. The 2007 plan was essential to the growth and maturity of the community. To this day, the City's robust network of Boards, Commissions, and Task Forces, still carry and have implemented the citizens goals which is seen in policies, processes, procedures, and initiatives.

The Lee's Summit community has very much embraced strategic planning and engagement. We believe this to be a strength of the community and a distinguishable trait that differentiates Lee's Summit from the pack.

The City has formed a project team to continue these efforts with the goal of developing a strategic plan for future success. The project team includes Jon Ellis, LS360 co-chair, Vicky Cundiff, LS360 co-chair, Mayor Pro Tem Rob Binney, Councilmember Diane Seif, City Manager Stephen Arbo, and other city staff.

1.2 Project Description:

The City of Lee's Summit is seeking assistance from qualified and experienced professionals for the purpose of facilitating, coordinating, and developing a citizen based strategic plan.

The desired outcome is to have a strategic plan that is built using citizen input. Additionally, rather than having a plan that identifies goals broadly, the desire is to have a plan that identifies goals and incorporates S.M.A.R.T methodology or a similar business goal setting methodology. Following the identification of goals, mission, and a vision for the community, the goals should be prioritized to maximize and leverage available City resources. Additionally, so that work can begin as quickly as possible, the desire is to finish the strategic planning process within three to four months following the notice to proceed.

To develop the strategic plan, the project team is looking for a blend of involvement and collaborative approaches that will engage those community members that typically are not engaged in civic or community dialogue. Such approaches should include, for example, workshops, citizen polling, consensus building, participatory decision making, focus groups, "coffee shop" gatherings, personal interviews, youth, church group or other target group outreach activities, opinion surveys, mailings, media coverage, city wide newsletter, interactive use of websites, social media, town hall meetings, and other forms of public discussion. The project team requests considerable effort to be given towards gathering input through social media, websites, or other technology platforms.

The consultant(s) will be asked to provide a 'full service' approach that would include tasks associated with project management, facilitation, communication, and development of the strategic plan. It is expected, with minimal assistance from city staff, that the consultant(s) prepare a project plan, develop agendas, record meeting minutes, respond to inquiries from the public, prepare frequent communication items, facilitate meetings, prepare reports, follow up on action items, and make regular presentations to the elected officials.

Consultants are encouraged to submit a core proposal that addresses the Scope of Work defined with this Request for Proposals. Consultants may also propose additive alternatives to the Scope of Work that they believe would significantly improve the project's outcomes. In addition, the City is looking for cost saving measures throughout the process. Consultants are encouraged to submit suggestions for cost savings and other ways of promoting cost-efficiency, and to highlight any tradeoffs inherent in the suggested alternatives.

The City recognizes that our needs in this project may require the services of experts with specific skills or from various disciplines. To that end we anticipate possible partnerships among consultants. It is important that a lead consultant be identified and all participating consultants and team members be identified in the consultant proposal.

2.0 SCOPE OF SERVICES:

The project team requests the following services and assistance:

Phase I: Preparation

- Develop a preliminary plan with customized strategies that will be effective within the political and social environment of the community;
- Prepare a project plan that outlines in detail the project approach, planning process, tasks, milestones, timelines, resource needs, roles, and responsibilities. The project plan should be presented to the project team and then ultimately to the Mayor and City Council for review and approval;
- Perform a strength, weaknesses, opportunities, or threats (SWOT) analysis, or similar analysis of the organization's and community's capacity to develop and implement a strategic plan;
- Develop an Outreach Plan: Develop a plan to engage, involve and collaborate directly with the public, including youth and other community stakeholders throughout the entire process. This would include innovative or other effective ways to engage community members that do not normally participate with an emphasis on the usage of web based engagement;
- Develop a Communications Plan: The Communication Plan should link with the public outreach and project outcomes and involve key players through the entire process. This would include marketing and other methods of publicity, media relations and creating key messages to increase recognition, build credibility and deepen understanding of the process, its objectives and outcomes within the community. Such approaches would include use of media to deliver information to a diverse community in a variety of ways.

Phase II: Development

- Project Management: Produce and develop the final products and accomplish the project objectives and outcomes with close interaction with City staff and the steering committee. Attend steering committee meetings, develop materials, make presentations and produce reports and other documents of key activities and findings. Develop and make presentations to appointed and elected officials and a wide variety of community groups. Design, manage and implement public involvement and outreach strategies and revise these if necessary to meet project objectives and achieve outcomes. Attend a variety of community events. Work with City staff, steering committee and other stakeholders to develop key messages, implement media-related strategies and refine or reframe those if necessary. Advise City staff, decision-makers and other key players regarding media relations and other key activities. Provide other consulting services relating to the Scope of Work as meeting facilitation and management, technical analysis, synthesizing information and project management;
- Project Support: The consultant(s) should perform tasks including but not limited to facilitation, communication, and customer service. It is expected that the consultant prepare meeting agendas, record meeting minutes, schedule meetings, respond to public inquiries, follow up on action items from planning meetings, and provide frequent and ongoing status updates to the project team, Mayor and City Council, and public.
- Develop an Implementation Plan: Following the development of the strategic plan and the identification of goals, the consultant should assist in the prioritization of goals using a recommended method that has the support of the Mayor and City Council. Additionally, the final goals should be written in such a manner that they are "SMART" goals or follow a similar business goal setting methodology.

Phase III: Delivery

- Preparation of Final Documents: The final report should include the strategic plan, a detailed discussion of the means, methods, and processes used in its preparation. The final report should also include the implementation plan as an appendix or attachment to the final report.

- Identification of Performance Measures and Progress Tracking: The consultant should identify all relevant and pertinent performance measures to track the impact and progress of the strategic plan. The consultant should develop a system, tool, or method in which progress towards implementation can be measured and reported.

Other:

- Consultant will work with the project team to provide regular status updates related to the processes and procedures that can be shared with the Mayor, City Council, and community.
- Consultant will prepare written report of recommendations, including discussion of methods, techniques, and data used to develop the preliminary plan. A total of twenty (20) paper copies and one (1) electronic submission will be required of the final report and supporting documents.

3.0 CITY PROVIDED SERVICES:

N/A

4.0 TIMELINE:

4.1 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	TUESDAY, JANUARY 16, 2018
Pre-proposal Conference	TUESDAY, JANUARY 23, 2018 @ 2:00 P.M., Local Time, City Council Chambers Conference Room
Question Cutoff date	FRIDAY, JANUARY 26, 2018 @ Noon, Local Time
Receive Proposals electronically in Public Purchase	TUESDAY, FEBRUARY 6, 2018 @ 2:00 P.M., Local Time
Meet to review	week of FEBRUARY 12, 2018
Interviews (If applicable)	week of FEBRUARY 19, 2018
Finance & Budget Committee	MONDAY, MARCH 5, 2018
City Council	THURSDAY, MARCH 22, 2018
City Council (Second Reading if necessary)	THURSDAY, APRIL 12, 2018
Notice to Proceed	EITHER MONDAY, APRIL 16 OR MONDAY, APRIL 23, 2018

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

The City will work with the selected consultant to develop an appropriate timeline for the tasks associated with the scope of services. However, it is expected that the consultant finish the scope of work within three or four months following the notice to proceed.

PART II
INSTRUCTIONS TO RESPONDENTS

1.0 MINIMUM QUALIFICATIONS

Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities.

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 criteria identified in Enclosure I of this document.

The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top ranking firm if the City determines interviews are necessary.

The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

The Project Manager checks references once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.

Upon selection of the top rated firm, the City may 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 opening date of TUESDAY, FEBRUARY 6, 2018 at 2:00 P.M., Local Time. The cutoff date and time for questions is FRIDAY, JANUARY 26, 2018 at Noon Local Time. All questions should be directed to the Project Manager identified on page one of this document. 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: Service Related Direct Expenses
Form No. 6C: Total Cost
- k. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in section 4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP as well as a CERTIFICATE OF INSURANCE as described in Insurance Requirements PART III.

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 Elected or appointed officials or employees of the **City of Lee's Summit** or any political subdivision thereof, serving in an executive or administrative capacity, **must comply with sections 105.452 and 105.454, RSMo**, regarding conflict of interest.
- 6.2 The Service Provider/Service Provider hereby covenants that at the time of solicitation submittal the Service Provider/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider/Service Provider further agrees that during the term of the contract/agreement neither the Service Provider/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

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 shall complete the proposal document in its entirety. To be considered complete and responsive, Proposer must submit all Pages of this RFP document** (proposers should keep a copy of submitted proposal)
- 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: Service Related Direct Expenses
- Form No. 6C: Total Cost

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

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

13.0 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

14.0 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

ENCLOSURE I
PROPOSAL RANKING SCORE SHEET

SCORING RANGES

	30 Point Questions	20 Point Questions	10 Point Questions
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.	Evidence of Experience & References with Similar Projects (FORM 3) 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"> Familiarity and experience with similar projects Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2.	Expertise of Firm/Provider Personnel (FORM 4) 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"> Project Manager Project team Sub-consultants (if applicable) 	30	_____
3.	Applicable Resources (FORM 1, 2, AND 5) 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"> Standard Quality Assurance/Quality Control program or procedures the firm has in place Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	Project Approach (FORM 5) 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"> 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 proposal (if applicable) Identify/recognize critical or unique issues specific to the project Adequacy of proposed communications process Unique approaches that have been successful elsewhere. 	20	_____
5.	Cost (FORM 6 A, B, C, D) 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 II
INTERVIEW RANKING SCORE 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	<p>Evidence of Experience & References with Similar Projects (FORM 3) 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?</p> <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2	<p>Expertise of Firm/Provider Personnel (FORM 4) 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:</p> <ul style="list-style-type: none"> • Project Manager • Project team • Sub-consultants (if applicable) 	30	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5) 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</p> <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	<p>Project Approach (FORM 5) 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.</p> <ul style="list-style-type: none"> • 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 proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	20	_____
5.	<p>Cost (FORM 6 A, B, C, D) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	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, 6B and 6C)	Page ____
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000	Page ____
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$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:

Years of Experience providing RFP identified services/project for municipalities:

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

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

1e. 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 Citizen Strategic Plan-Preliminary Project Planning: _____

- 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 Citizen Strategic Plan-Preliminary Project Planning: _____
- 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 Citizen Strategic Plan-Preliminary Project Planning: _____
- 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 ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

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. 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:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years Experience:
With this service provider/firm ____ other service providers/firms ____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

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 scope 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

Company Name

Address

City/State/Zip

Telephone #

Fax #

Tax ID No.

Authorized Person (Print)

Signature

Title

Date

Entity Type:

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

PERSONNEL
CLASSIFICATION

TYPICAL WORK TASKS

HOURLY BILLING RATES

Company Name

Address

City/State/Zip

Telephone #

Fax #

Tax ID No.

Authorized Person (Print)

Signature

Title

Date

Entity Type:

FORM NO. 6C: 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.

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:

CITY OF LEE'S SUMMIT
ADMINISTRATION DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
Phone: 816-969-1015 Fax: 816-969-1515
Email: nedwards@cityofls.net

TITLE-SIGNATURE PAGE**REQUEST FOR PROPOSAL NO. 2018-058**

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

CITIZEN STRATEGIC PLAN-PRELIMINARY PROJECT PLANNING
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF TUESDAY, FEBRUARY 6, 2018, 2:00 P.M. LOCAL TIME

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR TUESDAY, JANUARY 23, 2018
AT 2:00 P.M. LOCAL TIME IN THE CITY COUNCIL CHAMBERS CONFERENCE ROOM LOCATED ON THE NORTH END OF THE FIRST FLOOR
OF 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.

The Novak Consulting Group

Company Name

26 E. Hollister Street

Address

Cincinnati, OH 45219

City/State/Zip

513-221-0500

513-221-3100

Telephone #

Fax #

jnovak@thenovakconsulting

E-mail

Julia D. Novak

Authorized Person (Print)

J. D. Novak

Signature

President

Title

2/5/2018

26-3977506

Date

Tax ID #

S corp

Entity Type

ENCLOSURE III
TABLE OF CONTENTS

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I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page <u>16</u> - <u>23</u>
J.	COST: Forms provided (6A, 6B and 6C)	Page <u>24-26</u>
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000	Page <u>27</u>
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)	Page <u>28</u>

City of Lee's Summit

Citizen Strategic Plan-Preliminary Project Planning

February 7, 2018





February 7, 2018

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 across the country. The firm was originally established as Public Management Partners in 2001, a firm specializing in local government consulting in the Midwest. Since then, we have been providing our clients with the best thinking and execution in organizational design, development, and improvement. We are headquartered in Cincinnati, Ohio and are staffed with nine full-time and six part-time employees.

We are pleased to submit this proposal to the City of Lee's Summit for development of a Citizen Strategic Plan. This proposal is based on our understanding of the needs for this engagement as outlined in the City's Request for Proposals, as well as our experience facilitating strategic planning processes for local governments across the country.

We have had significant success working with community members, elected officials, department leadership teams, and staff to identify priorities for a community and achieve consensus. We are also skilled in developing effective implementation models that ensure the goals developed for the strategic plan are measurable and actually achieved. We are confident our approach will provide the City with the direction it seeks for the community and the organization.

We look forward to the opportunity to serve Lee's Summit. As President of the firm, I attest to this proposal's accuracy and our firm's ability to provide the services outlined in this proposal. Please contact me at (513) 309-0444 or jnovak@thenovakconsultinggroup.com should you have any questions.

Sincerely,

Julia D. Novak
President

RFP NUMBER 2018-058
ADDENDUM NO. 1

The original Request for Proposal for **Citizen Strategic Plan-Preliminary Project Planning** 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 and TIME: Tuesday, January 23, 2018 at 2:00 P.M. Local Time (CST)

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.

The original Request for Proposal for **Citizen Strategic Plan-Preliminary Project Planning** had an original closing date and time of Tuesday February 6, 2018 at 2:00 PM, Local Time. **The closing date has been extended until Wednesday, February 7, 2018 at 2:00 PM Local Time.**

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.

S1. The following is the contact information for the project manager: Mr. Nick Edwards, Assistant City Manager, email: nick.edwards@cityofls.net Phone: (816) 969-1015. All questions are to be directed to Mr. Edwards via email. The cutoff date and time for questions is Friday, January 26, 2018 at Noon, Local Time.

Q1. Are the following experience requirements of having ten (10) years of experience and twenty (20) similar strategic plans firm? Our company itself is only four (4) years old, but the owner is very experienced. Will the four (4) years of the company's existence exclude us from competing or being awarded?

A1. City will not exclude any person or firm from submitting a proposal. However, Form No. 3-Experience/References of this request for proposal is part of the evaluation process and are worth a potential thirty (30) points out of a maximum one hundred (100) total points.

Q2. Business license requirement?

A2. Refer to section PART II-INSTRUCTIONS TO RESPONDENTS, subsection 10 located on page 9 of the RFP.

If in performance of the scope of work the awarded firm shall conduct any part of said work on premises located within the City limits of Lee's Summit, and the scope of work is not limited to: "only delivering products or equipment", a business license shall be required.

S2. Item 5. Cost identified in ENCLOSURE I PROPOSAL RANKING SCORE SHEET and ENCLOSURE II INTERVIEW RANKING SCORE SHEET currently reads as follows (FORM 6A, B, C, D) shall now read as (FORM 6A, 6B and 6C).

Q3. What is the budget for the project?

A3. The budget will be based on the responses and upon approval by the Council and Mayor.

Addendum Number 1

Page 1 of 4

Procurement and Contract Services

220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | cityofls.net

Q4. What is driving the schedule?

A4. City hopes to make an award post the City's April election. The City expects to have an intense focused effort to implement four months post issuance of a notice to proceed.

Q5. Is the City looking for a similar process as was utilized previously?

A5. City recommends the following:

1. The City encourages respondents to read the LS 360 plan located at http://www.cityofls.net/Portals/0/Files/main/Publications/FinalLS360Report080609_v1.pdf
2. Recommends a prioritized strategic plan rather than casting a broad net.
3. Focus on Key Performance Issues.
4. Establish obtainable (SMART) goals model.
 - 4.1 Ability to prioritize identified goals.
 - 4.2 Establish partnership with Consultant.

Q6. Who are the steering committee members?

A6. A steering committee has not been formed yet.

Q7. How do you see this plan fitting in with the current most recent plan?

A7. City will look to the awarded respondent to work with the City and identified team members to develop the plan.

Q8. Do you foresee elected officials and City staff involved in the selection?

A8. An evaluation committee made up of City staff has been identified to evaluate proposal submittals.

Q9. Do you already have a performance mechanism currently in place to gather or report performance measures?

A9. City currently has data and reports but not a performance mechanism.

Q10. What would a successful project plan look like?

A10. That will be determined via the negotiation phase.

Q11. Do you foresee citizen input as previously utilized for the LS 360 plan?

A11. City will work with awarded respondent to develop the best methodology to facilitate participation by the identified City participants.

Q. Do you have any upcoming citizen surveys?

A. Not at this time.

Q12. How many seats are available in the upcoming elections?

A12. Four (4) council members and the Mayor.

Q13. If we have more information that will not fit on the provided forms, how do we submit response(s)?

A13. Utilize the documents/forms provided when possible by utilizing PDF writer or identifying on the corresponding form(s) “*see additional information”. Identify the additional correspondence with the relative RFP section or Form and submit all documents in accordance with stipulated in PART II INSTRUCTIONS TO RESPONDENTS, subsection 4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP.

Q14. What engagement strategies does the City currently use to gather resident input?

A14. The City has not defined an engagement strategy however we do make use of social media tools such as Facebook and Twitter. Additionally, the City utilizes a website which has a ‘contact us’ feature to receive web comments. The City has purchased a web based citizen engagement tool developed by Granicus. The tool has never been used but may provide a resource opportunity for this project. The engagement tool can be found by visiting the following web link : <http://www.engagels.net> The consultant would be expected to manage the site and its content for the duration of the project. User manuals or tutorial may be available through Granicus.

Q15. How many meetings should non-local consultants’ budget to travel for?

A15. As outlined in the scope, the City is only requiring 2 onsite meetings which are to discuss the review the project approach and then present the final report. However, it is expected that the consultant will need more time onsite to facilitate meetings, workshops, personal interviews, town hall meetings, or “coffee shop” gatherings. Aside from the two onsite meetings, the consultant will need to determine the amount of onsite meeting time necessary to be successful and document those times as a part of their proposal and project approach. Also see Q30.

Q16. What assistance does city staff plan to provide? That is, can they help with reserving space for public workshops, other local logistics?

A16. City staff will be available to provide occasional but limited logistical support. This would include scheduling meeting space and providing work space for the consultant.

Q17. Who attended the preproposal conference?

A17. City Staff: Ben Calia, Procurement and Contract Services Manager and Nick Edwards, Assistant City Manager-Project Manager. Participants: Doug Cooper-Cooper Management, Jennifer Reichelt-The NOVAK Consulting Group, Cathy Pierce-Webster Global Site Selectors, Jan Goldstein Management Partners, Sarah Litscomb-National Civic League, Georgia Nesselrod-Mid-America Regional Council and Sheila Shockey-Shockey Consulting Services.

Q18. Can notes from the pre-proposal be posted?

A18. Notes were hand written and will not be made available. Questions that were posed have been addressed in this addendum.

Q19. What is the not-to-exceed project budget?

A19. See question and answer 3 above.

Q20. Has a calendar of meetings of the steering committee been developed, if so, when are the meetings scheduled?

A20. Not at this time.

Q21. Does an Acord Insurance need to be submitted with the proposal or only if selected and entering into contract negotiations?

A21. See SECTION 12.2, bullet 2 or Section 12.0 COMPLIANCE located on page 9 of the RFP document.

Q22. Is there an editable document for the forms that could be made available to respondents?

A22. See Q and A 13 above.

Q23. To confirm, are K. Affidavit, Work Authorization and L. E-verify Program’s MOU Electronic Signature Page not required with the submittal? Should we indicate N/A in the provided table of contents for (page 14, enclosure III)?

A23. The following is located on page 2 of the RFP: 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.

If the service agreement exceeds \$5,000 both the Work Authorization Affidavit and E-Verify requirements stipulated on page 11 of the RFP, subsection 14.0, of PART II INSTRUCTIONS TO RESPONDENTS should be included with your proposal and per subsection 12.0 COMPLIANCE, paragraph 12.2 are “To be provided prior to the issuance of an agreement”.

Q24. Which consultant was utilized to facilitate the 2007 planning process for LS360? What was the total amount of the contract for services?

A24. The National Civic League was utilized for the LS360 Strategic Planning Process. The total amount of the contract was \$35,802.50

Q25. Does work with local and regional economic development and workforce development organizations count toward strategic planning experience outlined in minimum qualifications?

A25. No

Q26. When does the strategic plan need to be completed?

A26. If possible, the City requests that the development of the strategic plan occur within 3-4 months after the notice to proceed is issued to the awarded proposer.

Q27. What is the funding source for the project?

A27. The City of Lee's Summit.

Q28. Has the City completed any recent surveys of residents? If so, when?

A28. The most recent citizens' survey was completed in 2013. A copy of the report is available on the City's website under the 'Publications and Reports' menu. Go to <http://www.cityofls.net/City-of-Lees-Summit/Submenu/Publications-and-Reports>

Q29. Has the City completed any recent surveys of companies based in the City?

A29. Not regarding strategic planning for local government.


Q30. Regarding the scope requirement to "Attend a variety of community events", is there a set number or type of events that is expected? Who identifies which ones should be attended?

A30. The City requests that the consultants assume there could be a minimum of 5 "community events" for the purpose of developing a project approach and cost estimate. Once awarded, the City and Consultant could identify together those meetings that qualify for "community events".

ACKNOWLEDGEMENT

Each proposer shall acknowledge receipt of this Addendum No. 1 of RFP No. 2018-058, titled Citizen Strategic Plan-Preliminary Project Planning 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 2/6/2018

FORM NO. 1: PROVIDER PROFILE

The Novak Consulting Group
26 E. Hollister Street, Cincinnati, OH 45219

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

1a. Provider /Firm is: ☒ National ___ Regional ___ Local

1b. Year Provider/Firm Established: 2009

Years of Experience providing RFP identified services/project for municipalities: 9 years

1c. Licensed to do business in the State of Missouri: ☒ Yes ___ No

Michelle Ferguson

828-777-6588

1d. Principal contact information: Name, title, telephone number and email address: mferguson@thenovakconsultinggroup.com

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

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; Julie Geiseke, Visual Facilitator; Jenn Reichelt, Associate; Haley Kadish, Analyst; 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: Bang the Table, online public engagement website/software (no key personnel)

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

Bang the Table, 1320 Pearl Street, Suite 110, Boulder, CO 80302

Specialty/Role with this Project: Online public engagement website/software (no key personnel)

Worked with Lead Firm Before: ☒ Yes ☐ No

Year Firm Established: 2006

Years of Experience providing Citizen Strategic Plan-Preliminary Project Planning: 12

- 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 Citizen Strategic Plan-Preliminary Project Planning: _____
- 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 Citizen Strategic Plan-Preliminary Project Planning: _____
- 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 ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **City of Ferndale, Michigan**

Completion Date (Actual or Estimated): **2017**

Project Owners Name & Address: **City of Ferndale 300 East Nine Mile Road Ferndale, Michigan 48220**

Project Owner's Contact Person, Title & Telephone Number: **April Lynch, City Manager; 248-546-2399 alynch@ferndalemi.gov**

Estimated Cost (in Thousands) for Entire Project: **\$ 47,800.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: **\$ 47,800.00**

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

Strategic Planning

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

Ferndale, Michigan engaged The Novak Consulting Group to develop the City's strategic plan. The process began with the development of an environmental scan and included sessions with the governing body and City's management team to create a vision, critical success factors, mission, and organizational values. The Novak Consulting Group then worked with staff to develop outcome measures for each of the critical success factors in order for the organization and the community to track progress on achieving the vision.

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

Michelle Ferguson and Haley Kadish

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 ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **City of Lawrence, Kansas**

Completion Date (Actual or Estimated): **2017**

Project Owners Name & Address: **City of Lawrence, 6 E. 6th Street, Lawrence, KS 66044**

Project Owner's Contact Person, Title & Telephone Number: **Dianne Stoddard, Assistant City Manager 785-832-3400
dstoddard@lawrenceks.org**

Estimated Cost (in Thousands) for Entire Project: \$ **43,600.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ **43,600.00**

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

Strategic Planning

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

Lawrence, Kansas engaged The Novak Consulting Group to conduct the City's strategic planning process. The engagement included two retreats with the City Commission, several sessions and focus groups with City staff, and two community engagement forums based on the World Café™ model. The input process was summarized and documented for the Commission's use in development of the City's vision, critical success factors, and key initiatives.

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

Michelle Ferguson, Haley Kadish

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 ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **City of Midland, County of Midland, Midland Community Foundation**

Completion Date (Actual or Estimated): **2015**

Project Owners Name & Address: **Midland County, Michigan; County Services Building, 220 W. Ellsworth Street, Midland, MI 48640**

Project Owner's Contact Person, Title & Telephone Number: **Bridgette Gransden, County Administrator, 989-832-6797
BGransden@co.midland.mi.us**

Estimated Cost (in Thousands) for Entire Project: \$ **107,500.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ **107,500.00**

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

Strategic Planning

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

Midland, Michigan engaged The Novak Consulting Group to conduct a community based strategic planning process. The engagement involved use of a Search Conference, which included involvement of over 100 community members who gathered to articulate the vision and key performance areas for the community, along with critical initiatives and action plans.

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

Michelle Ferguson, Haley Kadish

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 ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **City of Clayton, Missouri**

Completion Date (Actual or Estimated): **2012**

Project Owners Name & Address: **City of Clayton 10 N. Bemiston Clayton, MO 63105**

Project Owner's Contact Person, Title & Telephone Number: **Craig Owens, City Manager, 314-727-0671**
cowens@ci.clayton.mo.us

Estimated Cost (in Thousands) for Entire Project: **\$ 92,000.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: **\$ 92,000.00**

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

Strategic Planning

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

Clayton, Missouri has engaged The Novak Consulting Group annually since 2011 to facilitate retreats with both the governing body (Mayor and Board of Aldermen) and department heads. The retreats improved working relationships, established priorities, and articulated and clarified expectations. Additionally, The Novak Consulting Group assisted the City with a community-wide strategic planning process called "C – The Future." This process included approximately 60 stakeholders who participated in articulating the future vision and determining action steps to achieve the vision. The environmental scan was informed from focus groups, community surveys, and individual interviews with local leaders. Others participated using MindMixer technologies on a site that became known as "Clayton Connects."

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

Michelle 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 ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **City of Raleigh, North Carolina**

Completion Date (Actual or Estimated): **2015**

Project Owners Name & Address: **City of Raleigh 222 W. Hargett St. Raleigh, NC 27601**

Project Owner's Contact Person, Title & Telephone Number: **Tansy Hayward, Assistant City Manager 919-996-4650**
Tansy.Hayward@raleighnc.gov

Estimated Cost (in Thousands) for Entire Project: \$ **74,995.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ **74,995.00**

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

Strategic Planning

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

Raleigh, North Carolina has engaged The Novak Consulting Group for various services since 2014. This has included annual facilitation of the City Council's retreat, as well as annual facilitation of the Management Team's retreat. Additionally, The Novak Consulting Group has facilitated planning sessions with various staff groups and the Budget and Management Services Department.

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

Michelle Ferguson, Haley Kadish

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 ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **Town of Yountville, California**

Completion Date (Actual or Estimated): **2017**

Project Owners Name & Address: **Town of Yountville 6550 Yount Street Yountville, CA 94599**

Project Owner's Contact Person, Title & Telephone Number: **Steve Rogers, Town Manager 707-944-8851 SRogers@yville.com**

Estimated Cost (in Thousands) for Entire Project: \$ **37,500.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ **37,500.00**

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

Strategic Planning

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

Yountville, California engaged The Novak Consulting Group to facilitate a strategic planning process that involved the Town Council, staff, and the community. The Council established the vision, key focus areas, and strategic initiatives for the community with direct input from residents, businesses, and other Town stakeholders. Town staff developed a corresponding mission and organizational values to guide the organization as it supports implementation of the new strategic plan.

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

Michelle Ferguson, Julie Gieseke, Haley 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 Ferguson, Organizational Assessment Practice Leader
- b. Project Assignment: Project Manager and Lead Facilitator
- c. Name of Service Provider/Firm with which associated: The Novak Consulting Group
- d. Years Experience: 22
With this service provider/firm 9 other service providers/firms 13
- e. Education: Degree(s)/Year/Specialization: Bachelor's degree in political science, Loyola University-Chicago; master's degree in public administration from the University of Kansas.
- f. Current Registration(s): N/A
- 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: Julie Gieseke, Visual Facilitator
- b. Project Assignment: Visual Facilitator
- c. Name of Service Provider/Firm with which associated: The Novak Consulting Group
- d. Years Experience: 10+
With this service provider/firm 1 other service providers/firms 9+
- e. Education: Degree(s)/Year/Specialization: University; Bachelor of Arts in Film and Video Production/Theater Arts, UC Santa Cruz
Master of Arts in Organizational Development and Management, Fielding Graduate
- f. Current Registration(s): N/A
- g. Other Experience & Qualifications relevant to the proposed project:

Julie collaborates on projects utilizing the tools of group process and design such as Visual Facilitation, Creative Engagement, and storytelling to bring strategy and tactics into clear focus. In addition, she incorporates change methodologies such as Appreciative Inquiry, Positive Psychology, Strengths Finder, and Neurolinguistics. She works with clients from the initial stages of concept and challenge to design processes that facilitate change and sustain growth. Her clients include corporations, non-profits, and higher education, in addition to one-on-one consultations.

Julie developed her group process design through a broad range of experience. She received her Master's degree in Organizational Development and Management from Fielding Graduate University, is certified as a professional coach through The Coaches Training Institute and is a certified Master Practitioner of Neurolinguistics. Julie also received professional training through the Grove Consultants International, and mentoring by leaders in the fields of Visual Facilitation, facilitation, organizational development, coaching, storytelling, and performance. The result is a wide range of exposure to various approaches that culminates in a unique style that is customizable to achieve effective solutions for organizations and individuals. She is the author of the soon-to-be-published book Unconditional Creativity.

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: Consultant and Facilitator
- c. Name of Service Provider/Firm with which associated: The Novak Consulting Group
- d. Years Experience: 18
With this service provider/firm 2 other service providers/firms 16
Bachelor's degree in business administration and a master's degree in public
- e. Education: Degree(s)/Year/Specialization: administration from Northern Arizona University
- f. Current Registration(s): N/A
- g. Other Experience & 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, bringing in-depth knowledge of marketing, branding, and communications. She has served as a public information officer and 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.

In addition, Jenn has extensive experience in human resources management, employee relations, and labor management, including collective bargaining, mediation, fact-finding, and arbitration processes. 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: Josh Rauch, Analyst
- b. Project Assignment: Analyst and Facilitation support
- c. Name of Service Provider/Firm with which associated: The Novak Consulting Group
- d. Years Experience: 8
With this service provider/firm 2 other service providers/firms 6
Bachelor's degree from the University of Dayton and a master's degree in public
- e. Education: Degree(s)/Year/Specialization: administration from the University of Kansas
- f. Current Registration(s): N/A
- 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. 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: Haley Kadish, Analyst
- b. Project Assignment: Analyst and facilitation support
- c. Name of Service Provider/Firm with which associated: The Novak Consulting Group
- d. Years Experience: 7
With this service provider/firm 4 other service providers/firms 3
Bachelor's degree in business administration from University of Texas at Austin and a
- e. Education: Degree(s)/Year/Specialization: master's degree in public administration from Ohio State University
- f. Current Registration(s): N/A
- g. Other Experience & Qualifications relevant to the proposed project:

Haley has seven years of government and consulting experience that inform her work as an analyst. She provides our project teams with a variety of staffing and operations analyses, including workload and scheduling evaluations as well as staffing assessments. She also researches best practices and develops performance measures at the department, organizational, and community level.

Prior to joining The Novak Consulting Group, Haley served as an ICMA Local Government Management Fellow in Catawba County, North Carolina. As a Fellow, she improved the talent recruitment and selection process and developed departmental performance measures. She also assisted in the development and implementation of a community food sustainability plan and improved operations by researching and analyzing options for special projects throughout the County.

Haley started her career in the private sector as a virtual solutions subject matter expert for Procter & Gamble. During her tenure, she led a global team and launched and managed virtual consumer research services in multiple product categories.

While in graduate school at The Ohio State University, Haley served the Franklin County, Ohio Child Support Enforcement Agency as a program analysis intern. She also served as a public affairs intern for the U.S. State Department in Zambia.

Haley earned a bachelor's degree in business administration from University of Texas at Austin and a master's degree in public administration from Ohio State University. She is a member of the International City/County Management Association as well as the City of Albuquerque's Metropolitan Parks and Recreation Advisory Board. Haley is an accomplished artist whose design skills complement her analytic and technical ability.

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 scope 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

See following pages.

The Novak Consulting Group

Company Name

26 E. Hollister Street

Address

Cincinnati, OH 45219

City/State/Zip

513-221-0500

513-221-3100

Telephone #

Fax #

26-3977506

Tax ID No.

Julia D. Novak

Authorized Person (Print)

J. D. Novak

Signature

President

Title

2/5/2018

Date

S corp

Entity Type:

FORM NO. 5: PROJECT APPROACH NARRATIVE

At its best, strategic planning engages individuals and strengthens a sense of community that undergirds strong civic engagement. Tapping individuals who are content, and even perhaps apathetic, creates new leaders for the future and energizes people in a positive way toward their local government. At The Novak Consulting Group, we believe that communities function best when there is engagement during good times, not just when people oppose something. By creating constructive dialogue, the community is much more likely to react productively and civilly when something occurs that might otherwise bring out nonproductive forms of engagement.

The Novak Consulting Group understands the unique roles of each stakeholder. Each participant in this process comes to this engagement with a different perspective and, perhaps, conflicting priorities. Each of these viewpoints is important and valuable. It is our responsibility to work in partnership with the City to synthesize this information and facilitate a process that:

- Honors and respects the diversity of opinions of participants;
- Promotes group communication and collaboration through inclusivity and community building; and
- Provides useful information and direction for decision making and priority setting.

Effective and efficient project management will be critical for ensuring successful completion of this engagement. Therefore, our approach is to work collaboratively with the City to ensure all expectations are articulated from the start. We remain in close contact with our clients throughout all phases of each engagement to ensure these expectations are met. This also allows us to quickly address any contingencies that may arise. Our experience with similar work enables The Novak Consulting Group to hit the ground running.

The Novak Consulting Group is interested, capable, and excited to help the City of Lee's Summit develop its community strategic plan. We have provided a scope of work that will result in a valuable tool that will serve as a guide for the future and assist in the realization of a shared vision.

The Novak Consulting Group

Company Name

26 E. Hollister Street

Address

Cincinnati, OH 45219

City/State/Zip

513-221-0500

513-221-3100

Telephone #

Fax #

26-3977506

Tax ID No.

Julia D. Novak

Authorized Person (Print)

J. D. Novak

Signature

President

Title

2/5/2018

Date

S corp

Entity Type:

FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

A visioning or strategic planning process involves articulating a clear vision and mission for the community, preparing an environmental scan that identifies the factors affecting the community, establishing goals, identifying priority strategies, and creating implementation plans that become the focus of activity and engagement long after the process itself has finished. The process of developing a strategic plan explores three specific questions:

- What do we know to be true? – Where are we today?
- What do we hope will be true in the future? – Where do we want to go?
- What must go well in order to make it so? – How do we get there?

In this way, a strategic plan is a roadmap to move a community toward its intended vision.

The following outlines our approach to answering the three key questions in the development of a strategic plan for the City of Lee's Summit.

Activity 1: Project Kick-off and Management

A successful strategic planning process will benefit from a collaborative relationship between the consulting team and City from the very beginning of the process. This task is intended to begin building that relationship.

At the start of this engagement, we will request and review all background information, including results of other planning processes and other relevant data. Next, The Novak Consulting Group will meet with the City Manager and Assistant City Manager to gain a clear picture of what the City hopes to accomplish from the strategic planning process. We want to ensure that we have a shared understanding for how to develop the plan. We will review the project plan and finalize the schedule.

Next, The Novak Consulting Group will conduct individual meetings with the Mayor and each member of the City Council. We will learn their perspective about this strategic planning process. As part of these sessions, we will conduct a SWOT (Strengths, Weaknesses, Opportunities, and Threats) exercise and begin identifying emerging priorities. A session will also be conducted with the City's department director team.

The Novak Consulting GroupCompany Name26 E. Hollister StreetAddressCincinnati, OH 45219City/State/Zip513-221-0500513-221-3100Telephone #Fax #26-3977508Tax ID No.Julia D. NovakAuthorized Person (Print)J. D. NovakSignaturePresidentTitle2/5/2018DateS corpEntity Type:

FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Additionally, we will meet with the City's project team to begin engaging them in this process and to review the final schedule and outreach and communications plans. This information will also be presented to the City Council.

We will also conduct regular update meetings with the City and the project team throughout the engagement.

Activity 2: Community Engagement

A community strategic plan is best when touched by as many people as possible. Therefore, the community will be invited to attend a community summit where they can provide input on the strategic plan framework. Our trained facilitators use a variety of techniques to actively engage participants in the input process. We thoroughly prepare for each session and develop an agenda for the group. However, each session is slightly different, based on the participants. Our facilitators know how to "read the group" and determine the best techniques to use to solicit feedback from participants with different styles: some participants will readily voice their ideas, while others may need prompting or perhaps a written exercise to engage. Regardless of the methods, our goal in any facilitated session is create an environment that allows participants to feel comfortable sharing their honest feedback. For this process, we often use the World Café format to actively engage participants and encourage community building.

We will also facilitate a series of focus group sessions with key stakeholders to further engage participants in this process. We will seek their input on SWOT elements, as well as aspects of the community that must be considered as part of the strategic plan.

The Novak Consulting Group

Company Name

26 E. Hollister Street

Address

Cincinnati, OH 45219

City/State/Zip

513-221-0500

513-221-3100

Telephone #

Fax #

26-3977506

Tax ID No.

Julia D. Novak

Authorized Person (Print)

J. D. Novak

Signature

President

Title

2/5/2018

Date

S corp

Entity Type:

FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

We anticipate the community engagement will be both physical – at a designated location in the City – as well as virtual through use of Bang the Table™, a virtual Town Hall that will allow interested stakeholders to provide feedback about the strategic plan online. We will use this tool throughout the project to encourage continual engagement at key points in the process. Feedback will be solicited to inform the strategic plan elements, and then stakeholders can use the online process to comment on the elements of the plan as they are drafted.

We have found that the mix of both in-person and virtual (mobile) meetings allows for greater participation by those individuals in the community who might not typically participate. The online option is approachable and allows community members to engage to the extent they are comfortable, when it is comfortable for them.

The input received during this phase of the process will be summarized for the project team to consider.

Activity 3: Prepare Environmental Scan

To prepare the scan, all the input received from the elected officials, community, project team, and City staff will be summarized. To further inform the scan, The Novak Consulting Group will conduct an online survey of City employees. This allows the organization to provide their perspectives about the strengths, weaknesses, opportunities and threats of the community and organization that should be considered as part of the strategic plan.

To finalize the environmental scan, The Novak Consulting Group will gather existing data about the community such as financial trends, demographic data, statistics about housing, business, jobs, and other relevant information. All information received will be incorporated into the environmental scan, which will be reviewed with the project team prior to finalization.

Activity 4: Develop Strategic Plan Framework

The Novak Consulting Group will facilitate a session with the City's leadership team to develop a draft mission and organization values. This will be an important element of the strategic plan for the Council to consider as part of the larger framework.

The Novak Consulting Group

Company Name

26 E. Hollister Street

Address

Cincinnati, OH 45219

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

2/5/2018

Date

S corp

Entity Type:

FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Next, The Novak Consulting Group will facilitate a strategic planning retreat with the City Council and project team to articulate a desired future for the community. During the session, the results of the environmental scan will be reviewed and help inform the finalization of the vision, mission, values, and critical success factors. The session will include activities with the entire group as well as small group break-out sessions that will allow everyone to actively participate and engage in the process.

We also have included the use of our graphic facilitator. Visual co-creation allows participants to see their vision for Lee's Summit come to life in graphic form. We have found this process a powerful way to actively engage participants.

Following the session, input on the framework will be sought from the community via the online engagement tool.

Activity 5: Prepare Strategic Plan

Next, The Novak Consulting Group will facilitate a subsequent session with the Council and project team to review the input from the community and finalize the strategic plan. Additionally, the group will spend time articulating and prioritizing goals, as well as laying the groundwork for implementation.

Achievement of the strategic plan will rest on successful implementation. Therefore, The Novak Consulting Group will work with City departments to develop detailed workplans for each goal. These workplans will include key performance indicators for use by the organization as well as the elected officials and community to ensure progress toward achieving the strategic plan's vision.

In several recent engagements, we have worked with Envisio, a company specializing in software for strategic plan tracking. If interested, The Novak Consulting Group can upload Lee's Summit's plan and metrics on the Envisio platform for use in tracking and reporting progress.

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FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Activity 6: Prepare Deliverables

At the conclusion of the above activities, The Novak Consulting Group will prepare a comprehensive deliverable that includes the results of the process. We will review the draft deliverables with the City and project team and make any necessary changes or modifications prior to finalization. The final report will include implementation plans and recommendations for updating the parameters.

We will also work with the City to develop strategies for continual engagement of the community as the strategic plan is implemented and provide deliverables for public presentation.

Timeline

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

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Schedule

Lee's Summit, Missouri Citizen Strategic Plan

Activity 1 - Project Kick-off and Management

- 1.1 Conduct project kick-off meeting
- 1.2 Request and review background information
- 1.3 Interview Mayor and Council
- 1.4 Facilitate learning session with Department Directors
- 1.5 Finalize project plan and present to the Project Team and City Council
- 1.6 Develop Outreach Plan
- 1.7 Develop Communications Plan
- 1.8 Finalize project schedule
- 1.9 Provide regular project updates to the City

Activity 2 - Community Engagement

- 2.1 Establish and manage Online platform for use throughout the process
- 2.2 Conduct preliminary community summit during Environmental Scan phase
- 2.3 Conduct stakeholder focus groups (Boards and Commissions, Youth, Business community, etc.)

Activity 3 - Prepare Environmental Scan

- 3.1 Conduct SWOT analysis (integrated from learning in Activity 1)
- 3.2 Research financial, demographic, and other trends
- 3.3 Conduct employee survey
- 3.4 Integrate learning from initial community outreach
- 3.5 Prepare environmental scan
- 3.6 Review environmental scan with project team
- 3.7 Finalize environmental scan

Activity 4 - Develop Strategic Planning Framework

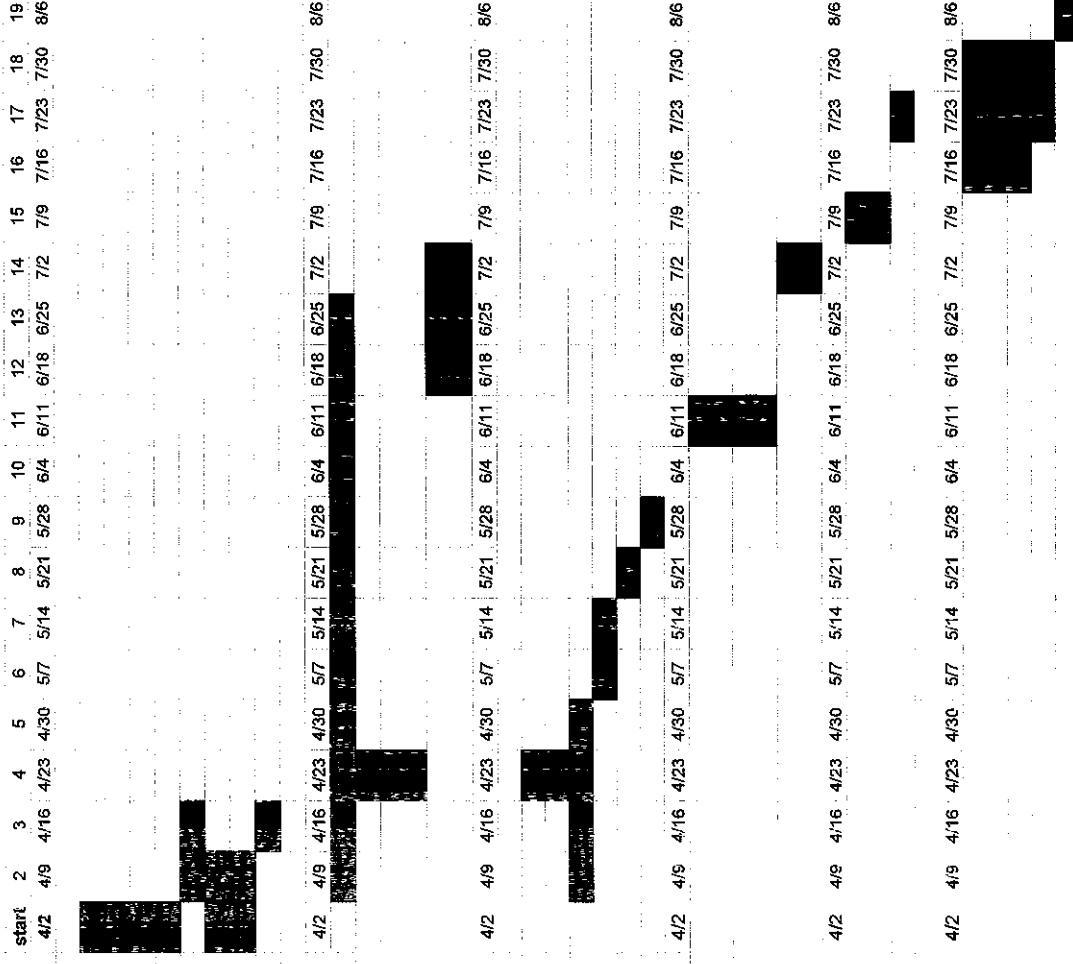
- 4.1 Statements
Work with City organization to develop the Organizational Mission and Values
- 4.2 Facilitate Strategic Planning session with governing body and steering committee (as appropriate)
- 4.3 Summarize community input on strategic planning framework and potential strategic planning initiatives

Activity 5 - Prepare Strategic Plan

- 5.1 Facilitate final strategic planning retreat to finalize the framework, prioritize goals, and lay ground work for implementation
- 5.2 Work with City staff to develop implementation strategies
- 5.3 Support implementation integration with online software if desired (Optional)

Activity 6 - Prepare Project Deliverables

- 6.1 Prepare summary document of strategic planning framework for public and organizational distribution
- 6.2 Prepare report documenting the strategic planning process
- 6.3 Prepare final implementation plans
- 6.4 Present final report and plan as requested by the City



14.0 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 <u>Hamilton</u>)	
State of <u>Ohio</u>)	ss.
My name is <u>Julia D. Novak</u> . I am an authorized agent of <u>The Novak Consulting Group</u> ("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.	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: right;"> Affiant Julia D. Novak Printed Name </div> <div style="text-align: left;"> Notary Public </div> </div>	
Subscribed and sworn to before me this <u>Feb</u> day of <u>6th</u> , 2018.	
	ZUHALL AYAAR Notary Public, State of Ohio My Commission Expires 07-19-2022

Company ID Number: 781808

Approved by:

Employer The Novak Consulting Group	
Name (Please Type or Print) Julia D Novak	Title
Signature Electronically Signed	Date 05/14/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/14/2014

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

<u>PERSONNEL</u> <u>CLASSIFICATION</u>	<u>TYPICAL WORK TASKS</u>	<u>HOURLY BILLING RATES</u>
Organizational Assessment Practice Leader	- Client contact - Project management and direction - Quality assurance - Lead facilitation - Report writing	\$225
Visual Facilitator	- Facilitation	\$2500/day
Associate	- Facilitation - Report writing	\$165
Analyst	- Facilitation support - Survey development and analysis - Research	\$85

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President

Title

2/5/2018

Date

S corp

Entity Type:

[illegible]

Entity Type:

FORM NO. 6C: 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.

TOTAL COST \$ 84,000 fixed fee
Numeric

eighty-four thousand dollars and no cents, fixed fee

Use words, Dollars/Cents

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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 Service 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:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000

Policy must include the following conditions:

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

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

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

Limits:

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

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

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

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

GENERAL INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for 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)).
23. **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.
24. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by 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.

Revised by BC-11-6-15-Legal Approved-11-11-15