



**City of Overland Park, Kansas**

**Request For Proposals  
for a**

# ***Federal Legislative Consultant***

**Proposals Due by: 5:00 p.m. Central on Monday, July 10<sup>th</sup>, 2023**

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## **1) Introduction**

The City of Overland Park ("The City") is the second largest city in Kansas with a population of approximately 200,000 people and a growing business community. The City provides a range of governmental services including street and traffic maintenance and infrastructure, stormwater, parks and recreation and public safety

The City is seeking to retain a lobbyist to represent the interests and advance the City's legislative agenda at the federal level. Such representation shall secure legislation and federal funding for programs and projects identified by the City as priorities.

## **2) Deadline for proposals**

Sealed proposals will be received by the City until **5:00 p.m. Central on Monday, July 10<sup>th</sup>, 2023**. Any proposal received after the designated deadline will not be accepted. One PDF copy of the proposal should be submitted via email to the staff contact listed in Section 4. Hard copies of proposals should be directed to:

City of Overland Park  
City Clerk  
8500 Santa Fe Drive, Overland Park, KS 66212

## **3) City Prerogatives**

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. No submitted proposal may be withdrawn for a period of thirty (30) days from the date and time set for the opening thereof.

## **4) Inquiries, Questions and Clarifications**

Inquiries, questions and requests for clarifications are to be directed to the following:

Kaitlyn Mura, Management Analyst  
City of Overland Park, Kansas  
8500 Santa Fe Drive  
Overland Park, KS 66212  
Email: kaitlyn.mura@opkansas.org

Any clarifications made in proposal to questions received which could affect a Consultant's proposal to this RFP will be posted via the City's website.

The last time and date for submitting questions is **5:00 p.m. Central on Monday, July 3<sup>rd</sup>, 2023** in order to provide adequate time to make proposal changes, if necessary. Answers to submitted questions will be posted on **July 5<sup>th</sup>** on the City's website. Only non-proprietary and global questions can be addressed.

## **5) Scope of Services**

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### **5.1 General Duties**

The selected Consultant will serve as principal liaison of the City to the United States Congress and Federal Agencies. This includes fulfilling the duties of:

- a. Providing all federal lobbying services for the City.
- b. Serving as the primary legislative liaison between the City and the City's Congressional Representatives.
- c. Tracking and monitoring federal legislation affecting the City's interests through all stages of the legislative process.
- d. Tracking and monitoring federal agency actions and programs affecting the City's interests.
- e. Leading the development of the City's annual federal legislative agenda, as well as a proactive plan of action to advance either the passage or defeat of legislation affecting the City's interests.
- f. Registering as a lobbyist for the City of Overland Park at the appropriate federal agency, if needed.
- g. Maintaining compliance with all federal statutes governing lobbying activities and lobbyists.
- h. Providing an analysis to the City Council of key issues, initiatives, bills, and agendas that are of interest or may have a direct impact on the City prior to the legislative session.
- i. Providing regular updates, issue summaries, and an end-of session summary of actions taken by Congress to the City Manager, Mayor, and City Council.
- j. Collaborate with the City's other legislative consultants to advance the City's legislative agenda.

### **5.2 Federal Grant Assistance**

A major duty of the Federal Legislative Consultant is to provide federal grant assistance to the City. Assistance may include:

- a. Monitoring grant opportunities on a daily basis.
- b. Providing the City with grant alerts for local governments.
- c. Analyzing the City's priority projects and identifying appropriate grant opportunities.
- d. Reviewing draft grant proposals and offering insight and suggestions for improvement.
- e. Partnering with the City to prepare and submit grant applications.
- f. Offering customized grant prospecting services and cultivation of Congressional support for applications.

### **5.3 Legislative Activity**

An additional duty of the Federal Legislative Consultant is to promote and support legislative actions favorable to the City and take action against legislation actions that may be detrimental to the City. As a part of this, the Consultant must:

- a. Promote and support legislative and/or agency actions favorable to the City's interests.
- b. Promote the defeat of legislative or agency actions detrimental to the City's interests.
- c. Actively aid in the preparation of testimony, appearing before legislative and interim committees when necessary and coordinate committee appearances by other City representatives, as needed.
- d. Monitor legislative interim hearing and other events pertaining to the City's interests when the Congress is not in session.
- e. Maintain open lines of communication with legislative leadership, representatives of Kansas in the House and Senate, and the City's Congressional representatives.

#### **5.4 Internal Coordination**

The Consultant must coordinate with a variety of staff members of the City on topics surrounding federal legislation and agency actions including:

- a. Working with the City Manager to coordinate lobbying efforts, the development of legislative agendas, and meetings with legislators.
- b. Working with City departments to identify federal issues, programs, and grants of importance to the City.
- c. Providing continuous and ongoing legislative advice to the City concerning the City's platform issues.
- d. Working with the City's Law department to determine the impact of all proposed legislation and agency actions on the City.
- e. Assisting in efforts to secure federal funding from programs applicable to City operations.

#### **5.5 Meeting Attendance and Coordination**

The Consultant must also coordinate and attend a variety of meetings including:

- a. Coordinate visits and meetings between the City Council and with federal legislators and agencies.
- b. Facilitate scheduling of legislative town halls during the legislative session.
- c. Attend meetings where legislative matters of importance to the City's interests will be discussed.
- d. Attend various policy lunches hosted by pertinent agencies during the legislative session.

#### **5.6 Deliverables**

The Consultant shall provide a series of deliverables to the City that includes but is not limited to:

- a. Monthly written reports which include regular appropriations and budget updates.

- b. Interim reports.
- c. An annual end of year report.
- d. Additional updates and reports may be requested by the City Manager and Law Department.

## 6) Submittal Requirements

**proposals should be submitted no later than 5:00 PM on July 10<sup>th</sup>, 2023** in the form of one (1) digital PDF copy. Respondents may provide paper copies if they so choose. The following information should be included:

1. **Cover Sheet:** The cover sheet shall list the name of the respondent with email addresses, and phone numbers of any persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how they can be reached, including phone number and email address.
2. **Understanding:** Provide a brief narrative explaining the respondent's understanding of the goals and scope of the role, highlighting the perceived unique opportunities, challenges, and priorities of this role and how they may be addressed.
3. **Qualifications:** The Consultant qualification information shall include:
  - a. **Firm Information:** Provide information on firm size, years in business, locations, and primary services.
  - b. **Team:** Identify the key personnel, and their roles and responsibilities on the project. Respondents should include short bios addressing the knowledge and experience of all personnel relating to these roles and responsibilities.
  - c. **Representative Experience:** Describe specific experience with roles of a similar type that demonstrate the knowledge and experience of the personnel proposed in the areas identified in the scope of work. Description of the client/community, location, common issues, and links to electronic work products should be included in this section. Additionally, please list any projects or work previously performed by your firm for the City.
  - d. **References:** Identify at least three references for similar roles. Include the client, contact person, mailing address, email address, and telephone number for each reference.
  - e. **Resume:** Provide professional resumes for all personnel proposed to work with the City in an appendix.
  - f. **Respondent Information Form:** A completed copy of the form included in Section 10 shall be included with the proposal to this RFP.
  - g. **Conflicts:** A full list of the firm's other clients and an explanation as to why the firm's representation of those clients would not conflict with representation of the City.
4. **Approach:** Describe the respondent's approach to the scope of work. Include information on methods, meetings, deliverables, and other project related information for the tasks. Include any approaches or ideas not included in the scope of work that would be applied to this to enhance the quality of services. The respondent is encouraged to offer additional insights and may propose modifications to the scope of work identified above.

All proposals are due **July 10<sup>th</sup>, 2023 by 5:00 PM.**

## **7) Selection Process and Schedule**

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Each proposal received will be reviewed in accordance with the following criteria:

- 1. Competence:** Substantive representations regarding the respondent's experience and competence to accomplish the scope of work as set forth in this RFP.
- 2. Approach:** The respondent's approach to the basic scope of services.
- 3. Experience:** The related experience of the respondent, including fulfillment of similar duties in other jurisdictions.
- 4. Cost:** The proposal should clearly state an overall cost as well as an itemized breakdown of fees associated with each section included in the proposed scope of services.
- 5. References:** Reflection upon experience of the reference persons and entities listed in the RFP proposal.
- 6. Completeness:** The preparation of a proposal consistent with this RFP that satisfies the submittal requirements outlined in Section 6.

Upon selection of the successful Consultant, City staff will then develop an Agreement with the Consultant and will present the Agreement to the Overland Park City Council for approval. An award is made on execution of the written Agreement by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the Agreement. In the event the City and the Consultant cannot agree on terms of an Agreement, then Agreement negotiations with the next most appropriate finalist will be made.

The following schedule is tentative and the City reserves the right to change the schedule at any time.

<b>06-20-2023</b>	RFP Posted on City Website
<b>07-03-2023</b>	Last Day for Inquiries/Questions about RFP
<b>07-05-2023</b>	All Responses to Inquiries Posted on City Website
<b>07-10-2023</b>	RFP Submissions Due
<b>07-17-2023</b>	Week of Respondent Interviews
<b>08-07-2023</b>	Authorization Requested/Provided From the City Council
<b>August 2023</b>	Contract with Selected Consultant is Executed

## 8) Agreement and Insurance

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The Agreement between the City and the Consultant shall include, among other required provisions, the following terms and conditions:

- a. Consultant agrees to defend, indemnify and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments including but not limited to those for personal injury, bodily injury, property damage and/or death arising solely out of Consultant's or any of its agents, servants and/or employees' negligent acts, and or failure to act in the performance of this Agreement. Neither acceptance of the completed work nor payment therefore shall release Consultant of its obligation under this paragraph.
- b. The Agreement will be governed by the laws of the State of Kansas.
- c. Consultant shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry, age, sexual orientation or gender identity or expression.

The selected Consultant shall at all times throughout the duration of the agreement maintain automobile liability insurance in, at minimum, the amount specified below. A copy of the insurance contract will be kept on file with the City during the contract time period. The insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City.

- a. Automobile Liability Insurance: Policy shall protect against claims for bodily injury and/or property damage arising from the ownership or use of the Consultant's vehicle in the minimum amount of \$300,000 Combined Single Limit including all owned autos.
- b. Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:
  - i. Is licensed to do business in the State of Kansas;
  - ii. Carries a Best's policyholder rating of A or better; AND
  - iii. Carries at least a Class X Financial Rating OR is a company mutually agreed upon by the City and the Consultant.

## 9) Exceptions

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Please list **ALL** exceptions your company makes to the requirements specified in this RFP in this Section. Exceptions noted in the body of your proposal **MUST** be repeated in this Section. Include any features that will not operate as specified, in addition to other exceptions you may have. Please repeat **ALL** legal exceptions here as well. **\*Note: Exceptions stated herein will not automatically become part of any resulting agreement, unless specifically agreed to by City and specifically set forth in the resulting Agreement. City reserves the right to reject any and all proposed exceptions.**



## 10) Respondent Information Form

(This form to be included with proposal)

<b>Respondent Name:</b>	
<b>Contact Name:</b>	
<b>Title:</b>	
<b>Street Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Email:</b>	

I have reviewed all of the general information and specifications in the RFP, have contacted the City regarding any needed clarifications, and submit this proposal with a full understanding of the specifications. By providing this response, I acknowledge that this response, once opened, is presumed to be an open record under the Kansas Open Records Act.

If selected by the City as the Vendor, I agree to abide by the terms and conditions specified in this RFP.

<b>Company Officer Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>Phone:</b>	