City of Overland Park, Kansas

Request For Proposals
for a

State Legislative Consultant

Proposals Due by: 5:00 p.m. Central on Monday, July 10th, 2023
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1) Introduction
The City of Overland Park, Kansas, hereafter referred to as the “City,” is the largest City in Johnson County and the second largest in the State of Kansas. With a population of over 200,000 people and a large business community, the City is a significant economic driver for Kansas. It is in the interest of the City to retain the services of an independent contractor to serve as legislative consultant to represent the City in its legislative and lobbying efforts.

2) Deadline for Proposals
Sealed proposals will be received by the City until 5:00 p.m. Central on Monday, July 10th, 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 No submitted proposal may be withdrawn for a period of thirty (30) days from the date and time set for the opening thereof.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 3rd, 2023, in order to provide adequate time to make changes, if necessary. Answers to submitted questions will be posted on July 5th on the City’s website. Only non-proprietary and global questions can be addressed.
5) Scope of Services

5.1 General Duties

a. The selected Consultant will serve as liaison of the City to the Kansas State Legislature ("Legislature"). This includes fulfilling the duties of:

i. Representing the City in all matters pertaining to the Legislature.
ii. Meeting and exchanging contact information with key members of the Johnson County delegation of the Legislature.
iii. Maintaining open lines of communication with legislative leadership and other members of the Legislature.
iv. Monitoring legislative matters assigned to interim committees that are of concern to the City.
v. Attending interim committees when pertinent issues are discussed.
vi. Monitoring the progress of legislation through all stages of the legislative process and providing updates to the Governing Body and City staff.
vii. Collaborate with the City’s other legislative consultants to advance the City’s legislative agenda.

b. A major duty of the State 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:

i. Take action both in anticipation of and in reaction to legislation that may be detrimental to the City. Action includes opposing and promoting the defeat of such legislation.
ii. Testify before legislative and interim committees, assist in preparing testimony, and review the testimony of City staff and elected officials that is to be given before both legislative and interim committees prior to presentation.
iii. Seek opportunities to promote legislation that is in line with the City’s legislative program to key members of the Legislature.

c. The Consultant will be expected to attend meetings related to Kansas legislative activities on behalf of the City. These meetings include but are not limited to:

i. Overland Park Chamber of Commerce Governmental Affairs Committee
ii. Weekly policy luncheons hosted by the League of Kansas Municipalities during the legislative session.
iii. Pertinent sessions of the League of Kansas Municipalities annual conference.

d. The Consultant shall perform such other legally permissible and proper duties and
functions as the City Council shall from time to time assign that are mutually agreeable to both parties under an executed contract.

5.2 Registration and Credentials
The selected Consultant shall register as a lobbyist for the City with the State of Kansas. They will be expected to maintain compliance with all statutes governing the activities of lobbyists and lobbying in the State of Kansas.

5.3 Collaboration with the Governing Body and City Staff
a. The Consultant shall advise the Mayor and City Council, City Manager, Law Department, and Department Directors of pertinent issues pending before both chambers of the Legislature.

b. The Consultant shall develop and present to the City Manager a proactive plan of action to advance the passage of legislation of concern to the City prior to the commencement of each legislative session.

c. The Consultant shall appear before the Governing Body and City Council Committees on legislative matters as needed.

d. The Consultant shall work jointly with the City Manager in coordinating:
   i. Legislative consulting efforts.
   ii. The development and approval of a state legislative program for the City.
   iii. Meetings with legislators or other state officials.

5.4 Required Deliverables
a. Prior to each legislative session, the Consultant shall collaborate with the City Manager to develop and gain approval for a state legislative program representing areas of interest to the City.

b. During each legislative session the Consultant shall prepare and distribute, at minimum, the following deliverables:
   i. A beginning of session summary of expected action and topics.
   ii. Bi-weekly reports identifying the status of legislation affecting the City.
   iii. Summaries of specific issues as needed.
   iv. An end of session summary of action from the complete state legislative session.

c. The Consultant shall provide notice of issues to be heard by interim committees as well as a summary of action taken by interim committees on issues of concern to the City.

5.5 Compensation
a. The Consultant will submit an invoice to the City at the beginning of each month for services rendered. The City will pay that invoice within fifteen (15) business days upon receipt of the aforementioned undisputed invoice.

b. Select expenses may be reimbursable by the City, such expenses are as follows:
   i. Reproduction/printing costs for documents and products specific to the City.
   ii. Special group events sponsored by and coordinated on behalf of and approved...
by the City.

iii. Travel required by the City, if pre-approved in writing by the City.
iv. Kansas State Lobbyist registration for the City.
v. Other expenses not listed that may be negotiated for reimbursement.

5.6 Term and Termination

a. The term of the contract shall be four years. At the expiration of the agreement, it may be renewed for any specific period of time with the written consent of both parties.
b. The City reserves the right to terminate the agreement with or without cause at any time subject to forty-five (45) days written notice.
   i. Note that the City abides by K.S.A 46-267.
c. The Consultant shall have the right to terminate the agreement at any time subject to forty-five (45) days written notice to the City.

6) Submittal Requirements

Proposals should be submitted no later than 5:00 p.m. Central on Monday, July 10th, 2023 in the form of one (1) digital PDF copy. Respondents may also 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 by **5:00 p.m. Central on Monday, July 10th, 2023.**

7) **Selection Process and Schedule**

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 and a lack of existing conflicts.

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.

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

8) Agreement and Insurance

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

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)

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<tr>
<th>Respondent Name:</th>
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<tbody>
<tr>
<td>Contact Name:</td>
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<tr>
<td>Title:</td>
</tr>
<tr>
<td>Street Address:</td>
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<tr>
<td>City, State, Zip:</td>
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<td>Phone:</td>
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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 proposal, I acknowledge that this proposal, 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.

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<td>Title:</td>
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