

City of Gainesville

Management Consulting Services

February 8, 2018

RFQ #: CMGR-180051-GD



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February 8, 2018

Gayle Dykeman, Senior Buyer
Procurement Division
City of Gainesville
200 East University Avenue, Room 339
Gainesville, FL 32601

Dear Ms. Dykeman:

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

We are pleased to submit this proposal for various Management Consulting Services to the City of Gainesville. This proposal is based on a review of the City's RFQ as well as our experience completing similar work for other jurisdictions across the country.

Our project team for Gainesville is composed of skilled professionals, seasoned in local government with direct experience in all facets of local government operations. Our team has had significant success working with many local governments to review operations, structure, and staffing with the goal of improving organizational performance and efficiency. Additionally, we are also skilled at developing performance measures to assist the organization in tracking progress toward implementation of program improvements. In our consulting engagements, we routinely use a variety of community engagement strategies to solicit meaningful participation from stakeholders.

We look forward to the opportunity to serve the City of Gainesville in this engagement. Please contact me at (513) 309-0444 or jnovak@thenovakconsultinggroup.com should you have any questions.

Sincerely,

Julia D. Novak
President

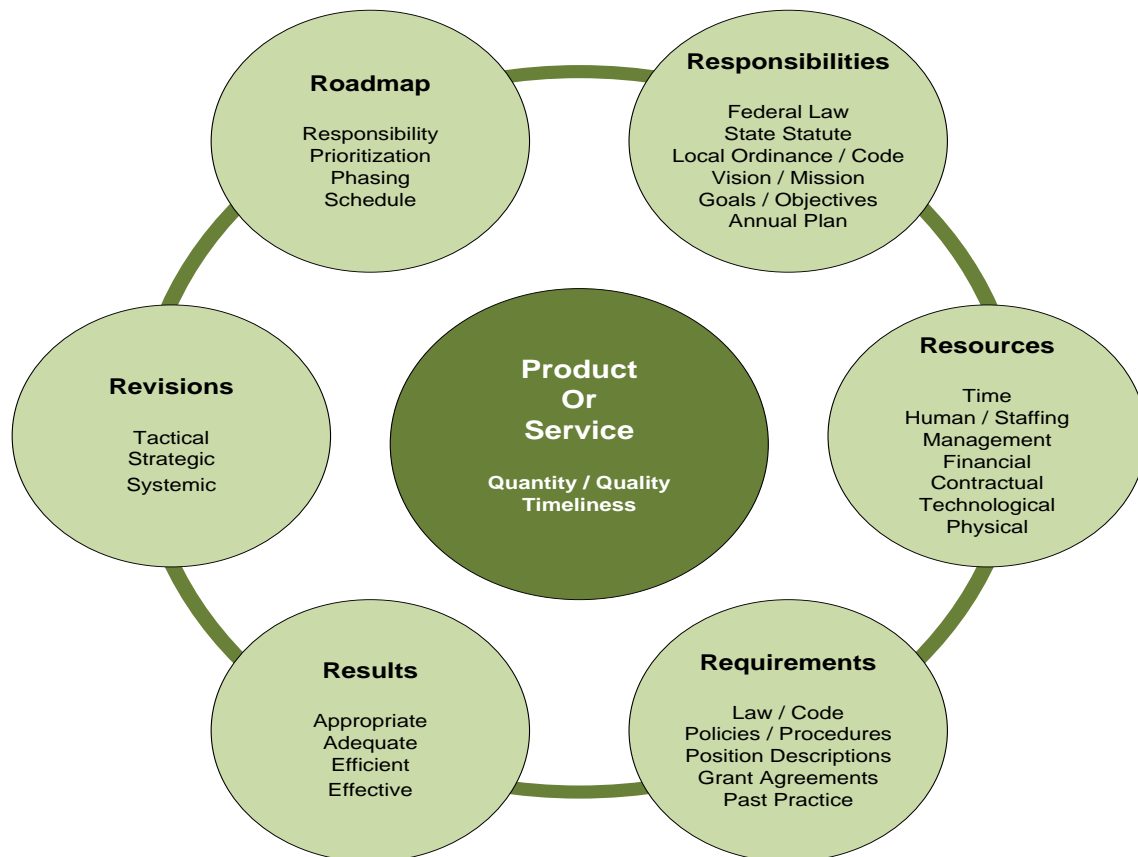
Project Understanding and Approach

The City of Gainesville is interested in on-call management consulting services to ensure the organization is providing high quality, efficient, and effective services to the community. The Novak Consulting Group has expertise and significant experience with local government organization in the following areas:

- Area 1 – Organizational Design
- Area 3 – Technology (specifically community engagement)
- Area 4 – Project Management
- Area 5 – Leadership

The detailed, unique scope of work for each engagement will be determined as needed by the City; however, our general approach to work such as this is outlined below. We believe that each engagement is best supported through a comprehensive assessment approach that can quickly identify potential areas of improvement. This will allow the project team to focus efforts on these areas and best leverage project resources for maximum organizational and operational improvement for the City.

The Novak Consulting Group has developed a “Six R” approach for management consulting services. This involves soliciting and collecting information on City Responsibilities, Resources, Requirements, and Results in order to identify possible organizational and operational Revisions with an associated Roadmap to implement positive change. This approach is depicted in the following graphic:



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

The following details general work plan elements for management consulting services for the City of Gainesville. This would be tailored based on the specific needs of the City.

Project Management

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

appropriate City department directors to review the project schedule and work plan and begin to engage them in this process.

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

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

Organizational Climate

Employees offer a wealth of information about City operations, particularly related to opportunities for improvement and efficiency. Additionally, the health of an organization has a direct impact on the way services are delivered to the community.

Therefore, to assess the organizational climate and to solicit input on opportunities for improvement from the employees, The Novak Consulting Group will develop and administer a confidential online survey available to all City employees.

The results of the survey will be analyzed and used to inform the field work conducted in the next activity. Additionally, the results will be incorporated into the final recommendations for improvement, as appropriate.

Additionally, the City may choose to incorporate a series of employee focus group sessions to solicit more detailed input from employees regarding issues that are identified through the survey.

Field Work

In this task, we collect detailed data and information regarding City operations. This is a significant project effort that serves as the basis for all the analytical components of the project, including the development of program operational and financial background, issue identification, and recommendation development.

We employ several techniques for obtaining this information in order to collect sufficient data to understand departmental operations. These data collection techniques include the following activities:

- We schedule and conduct confidential interviews with key staff in the department. The interviews cover the organization, structure, and volume of work; the business processes used to accomplish work; supervisory relationships; performance management; and perceived strengths and weaknesses.
- In addition to formal interviews, we may conduct selected operational observations to understand how work is performed in your normal work environments. This will include walk-throughs in office settings, work site visits, ride-alongs, and tours of City facilities.
- Thorough data collection relates particularly to budgeting and financing, work volumes, work cycle times, demands for service, equipment and infrastructure inventory, and other detailed data necessary for a complete analysis. We will tailor the collection of data to the needs and issues of

each department and its operations. As an example, we typically collect the following data to better understand operations:

- Work volume relative to staff resources
- Customer service performance standards and compliance reports
- Department budgets, including revenues and expenditures
- Current fees and data supporting fee calculations
- Current cost allocation plans and supporting data and calculations
- Internal financial reports
- Internal cost allocations by work unit
- Job descriptions and wage and compensation plans
- Records reflecting training and certifications
- Organization charts and staffing tables, including changes over the preceding three to five years
- Strategic organizational plans
- Relevant customer satisfaction data
- Management reports, including any applicable performance measurement and reporting
- Information technology infrastructure, including hardware and application inventories, use of field technologies, and system strategic plans

At the conclusion of field work, we will prepare a summary of our initial observations and recommendations to be reviewed with the City project team.

Best Practice Analysis

As part of our analysis, we evaluate the structure of the departments as it compares to industry standards of performance. The resulting diagnostic provides a quick and objective overview of both the quantitative and qualitative work activities of the departments.

The Novak Consulting Group has developed industry best management practices (BMPs) in many areas of local government service. This information was developed from our previous work with professional associations and industry groups, as well as other sources. We will compare and contrast management practices, structures, staffing, and services in the City departments with the best practices of other successful organizations.

In-Depth Operational Analysis

At this point in the project, The Novak Consulting Group project team will have conducted interviews, observations, and related data collection in order to identify potential issues in the department. These issues will be ranked in order of importance and documented in a summarized issue identification format. This document will also summarize our reasoning behind the identification of each issue and how it may impact operational and financial forecasting. This information will also be combined with information developed in the best practices analysis task.

The project team will employ our Six R approach as introduced previously. The approach guides our efforts through data development, issue identification, operational analysis, and creation of recommendations tailored to improve the operations of the departmental operations of the City.

We will employ a variety of review and analysis techniques to develop and refine organizational and operational data in order to provide recommendations that will improve the department's operational performance.

Organizational Review

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

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

Policies and Procedures Review

In this project effort, we assess operational policies and procedures, including relevant personnel rules and provisions that impact the efficient operations of the organization and delivery of program services. The project team reviews your documented policies and procedures to address and resolve the following questions:

- Are the manuals/documents complete? Do major gaps exist relating to operations?
- Are your policies and procedures updated frequently enough to reflect legal, departmental and community changes? What is the process for updating these manuals and documents?
- How are the contents of these manuals and documents and their revisions communicated throughout your organization, including availability in electronic format?
- Do multiple, conflicting or overlapping policies and procedures exist within the City?
- Through policies and procedures as well as through personnel systems, how are risk and liability controlled?
- What policies and procedures exist that foster efficiency and effectiveness and what policies are hindrances? In the latter, what is the business case in support of the policy and can that policy be altered?
- How well do your customers understand your policies and procedures, accept them, and comply with them? What form of customer outreach do you do to assure this understanding and acceptance?

Staffing Analysis

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

We will identify best practices and determine where gaps may exist in the City's current delivery of services. We will develop recommendations for closing those gaps and improving efficiency, based on available resources. Additionally, recommendations for streamlining processes, reallocating personnel, and other appropriate recommendations will be prepared and reviewed with the City.

Community Engagement

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 comes to the 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 community engagement 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.

The Novak Consulting Group has used a variety of strategies to engage the community, including facilitation of larger community sessions and smaller focus group meetings. Regardless of size, these meetings will provide an opportunity for participants to articulate a desired future for the community and identify strategic options for achieving that vision. We often use the World Café™ format to actively engage participants and encourage community building.

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 to create an environment that allows participants to feel comfortable sharing their honest feedback.

To encourage greater participation, we work with the City to ensure a broad cross section of the community participates. This may involve both electronic options as well as more traditional in-person meetings. For online engagement, we routinely conduct community surveys as well as “virtual” meetings through use of Bang the Table™, a virtual Town Hall that will allow community members to provide online feedback at their convenience.

Deliverables

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

The final report will include the Roadmap introduced previously to provide additional detail on recommendations and to support implementation efforts by the departments and the City.

Timeframe

We estimate an engagement as described in the approach will require approximately 12-16 weeks to accomplish, based on the specific scope of work determined by the City. We expect to review and refine a schedule with the City during our initial meeting.

Our project team has the capacity to complete this work.

Proposed Project Staff

Our project team is made up of senior-level consultants with direct local government experience. What sets our project team apart is our ability to explore and relate to local community values while at the same time investigating realistic approaches for cost-effective solutions.

President Julia Novak – Julia has worked in and around local governments for 30 years – 16 years in direct service to local governments and 14 years as a full-time consultant. She founded The Novak Consulting Group in 2009. As a professional consultant, she has led engagements in communities of all sizes covering the full spectrum of local government services. She has facilitated more than 100 retreats and strategic planning sessions with elected officials and is an established thought leader in the areas of governance and management. During her local government career, she worked in Fort Collins, Colorado; Lexington, Massachusetts; Rockville, Maryland; and was city manager of Rye, New York. Julia earned a bachelor's degree in government and politics from George Mason University and a master's degree in public administration from the University of Kansas. Julia was in the first class of individuals certified by ICMA as Credentialed Local Government Managers and maintains that designation.

Organizational Assessment Practice Leader Michelle Ferguson – Michelle has over 20 years of local government management experience, both as a consultant and in direct service to some of the leading local governments in the country. As a consultant, Michelle has completed detailed organizational reviews of entire jurisdictions and recommended improvements to structure, staffing, and processes within departments across the country. She has provided customized training in the development and use of performance measures to assist numerous organizations continuously improve service delivery. Additionally, 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.

Associate Jonathan Ingram – Jon has over nine years of consulting experience and has developed an expertise in operational and staffing analysis. He joined The Novak Consulting Group in January 2012, having most recently served as a budget manager for the City of Cincinnati, Ohio. In addition to providing expert financial analysis, Jon has conducted numerous reviews of organizations while serving as a consultant. He is adept at evaluating business problems with equal consideration given to both cost and quality of service.

Associate Jenn Reichelt – Jenn joined The Novak Consulting Group in 2016 following 16 years of direct service to local governments in Arizona and Montana. Jenn brings extensive experience in the areas of human resources management, collective bargaining, mediation, and arbitration processes. Jenn has a strong background in community engagement, public outreach, and media relations. Throughout her career, Jenn has coordinated the development of successful citizen outreach and communication plans for departments as well as larger community-wide initiatives.

Analyst Haley Kadish – 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, 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.

Analyst Josh Rauch – Josh has eight years of consulting and government experience involving a wide variety of organizational and operational analysis. Prior to joining the Novak Consulting Group in December 2014, he served as deputy economic development administrator for the City of Springfield, Ohio. In addition to his background in economic development, Josh has significant experience in community engagement efforts and property maintenance code enforcement.

All members of our project team are employees of The Novak Consulting Group; no sub-consultants will be used to complete the scope of work outlined in this proposal. Complete resumes for each of our team members are included.

Julia D. Novak, President

Julia established The Novak Consulting Group in September 2009 when she acquired Public Management Partners. From 2003 to 2009, she served as a vice president for a local government consulting firm. Julia has 30 years of experience working with and for local governments. She is a consultant, trainer, and facilitator who worked with numerous organizations and community groups. During her local government career, she worked in Fort Collins, Colorado; Lexington, Massachusetts; Rockville, Maryland; and was city manager of Rye, New York.

Julia has extensive experience as a facilitator and trainer. She has worked with both elected and appointed officials across the country to conduct goal setting, develop strategic plans, and prioritize service delivery. She has conducted training for elected officials as an individual trainer and through the National League of Cities and a consortium of cities in California. Topics included leadership style and evaluating appointed officials.

Julia has also established herself as a thought leader in the areas of governance and administration. In April 2002, Julia was one of 20 practitioners who participated in the ICMA-sponsored symposium on the future of local government administration. Her response to Dr. James Svava's paper, "City Council, Roles, Performance, and the Form of Government," is included in the ICMA-published book, "The Future of Local Government Administration." Public Management Magazine has published multiple articles which she authored and co-authored, including "Preparing Councils for Their Work," co-authored with Dr. John Nalbandian; "Permission to Manage" which discusses the importance of using data to manage local governments; "Dreams That Make a Difference" on the value of community based strategic planning; "Civility" and most recently "Using Data in Police Management." In 2010, Julia served as a trainer for a USAID Initiative in Baghdad, Iraq to develop the capacity of local advisors and councils in Iraq to engage in strategic planning, project management, policy analysis, and policy advocacy.

Julia has been a speaker at national conferences for the ICMA, National League of Cities, and American Society of Public Administrators. She has been a featured speaker/trainer for many state associations, including Ohio, Vermont, Connecticut, New Hampshire, Pennsylvania, North Carolina, the Metropolitan (D.C.) Association of Local Government Administrators and the Illinois Assistant Municipal Managers Association.

Julia earned a bachelor's degree in government and politics from George Mason University and a master's degree in public administration from the University of Kansas. Julia was in the first class of individuals certified by ICMA as Credentialed Local Government Managers and maintains that designation. Julia is a Master Facilitator of the popular Myers-Briggs Personality Type Indicator and is certified to administer several other Level B psychological assessments, Apter Motivational Styles Profile, and the Strength Deployment Inventory. She also is trained in popular level-A assessments, including the Thomas-Killman Conflict Modes Inventory and the Human Element-B.

EDUCATION

- Master of Public Administration, University of Kansas
- Bachelor of Arts, George Mason University

PROFESSIONAL CERTIFICATIONS

- Certified Professional Manager, International City/County Management Association
- Master Facilitator, The Myers-Briggs Personality Type Indicator

INDUSTRY TENURE

- 30 years
- Consulting, 14 years
- Local Government, 16 years

Michelle L. Ferguson, Organizational Assessment Practice Leader

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.

EDUCATION

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

INDUSTRY TENURE

- 22 years
- Consulting, 12 years
- Local Government, 10 years

Jonathan Ingram, Associate

Jon has over 13 years of experience in management consulting and local government management, most recently as budget manager in the City of Cincinnati, Ohio budget office. Prior to that, Jonathan served as a management consultant and worked in the city manager's office for the City of Highland Park, Illinois.

Jon is a skilled financial analyst in the areas of budget and revenue analysis. Additionally, he has extensive experience as a management and operations consultant to local governments in the United States and abroad.

As a consultant, Jon has completed operations reviews for multiple local governments and has helped to improve service delivery for a broad range of departments – from police to public works. He has developed staffing and deployment plans for city operating departments, analyzed and facilitated intergovernmental consolidations, helped local governments develop custom performance management systems, and facilitated the development of long-term strategic plans.

Jon's expertise is in local government budgeting and finance, operations analysis, project management, public safety staffing analysis, process improvement, and performance measurement. He is adept at evaluating business problems with equal consideration given to both cost and quality of service.

During his tenure with the City of Cincinnati, Jon managed the development and administration of a \$1 billion operating budget. In addition, he conducted special analysis projects, served on the City's collective bargaining team, and co-managed the implementation of an enterprise budget system.

Jon earned a bachelor's degree in political science from Aurora University and a master's degree in public administration from Northern Illinois University. He is a member of the International City/County Management Association and the Ohio City/County Management Association.

EDUCATION

- Master of Public Administration, Northern Illinois University
- Bachelor of Art, Aurora University

INDUSTRY TENURE

- 13 years
- Consulting, 9 years
- Local Government, 4 years

Jenn Reichelt, Associate

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

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

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

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

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

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

EDUCATION

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

INDUSTRY TENURE

- 17 years
- Consulting, 1 year
- Local Government, 16 years

Haley Kadish, Analyst

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.

EDUCATION

- Master of Public Administration, Ohio State University
- Bachelor of Art, University of Texas, Austin

INDUSTRY TENURE

- 7 years
- Consulting, 4 years
- Local Government, 3 years

Joshua Rauch, Analyst

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.

EDUCATION

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

INDUSTRY TENURE

- 8 years
- Consulting, 2 years
- Local Government, 6 years

Qualifications of The Novak Consulting Group

For nearly a decade, a highly respected management consulting firm named Public Management Partners helped a variety of organizations function more effectively. Through the years, the firm's founding partners built a sizeable client base of predominantly local governments and nonprofit organizations in the Midwest. Projects ranged from those as small as conducting community workshops to those as sweeping as analyzing the operational efficiency of entire departments within a municipality.

In 2009, Julia D. Novak acquired Public Management Partners and founded The Novak Consulting Group, staffed by consultants with decades of collective experience. With The Novak Consulting Group, Julia built upon Public Management Partners' reputation for innovation and results while expanding the company's services nationwide. Her company meets a wider range of needs, consulting with governments in the areas of public works, public safety, human resources, finance, planning, IT, and more. We provide our clients with the best thinking and execution in organizational design, development, and improvement. Our services include:

- Organizational Assessment and Optimization
- Strategic Planning
- Executive Search

The Novak Consulting Group provides unparalleled service to our clients. Leaders in local governments and nonprofit communities have come to rely on The Novak Consulting Group for high caliber advice, with the personal attention you expect.

- **Niche expertise.** Our expertise lies in strengthening two kinds of organizations: local governments and nonprofits. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.
- **Flexibility to serve you better.** We employ a small core staff of senior-level consultants, and draw from our pool of subject matter experts when their expertise can help us serve you better. The result? A highly nimble, more efficient approach to giving you the services you need, when you need them.
- **Decades of collective experience.** Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to director of management information systems.
- **Personal service from senior-level consultants.** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While a large firm may assign your business to junior-level people, we're small enough to offer exceptional service from senior-level consultants.

The Novak Consulting Group is a women-owned firm led by President Julia Novak, headquartered in Cincinnati, Ohio. The firm is staffed with local government professionals, including full-time associates and subject matter specialists.

*The Novak Consulting Group
Strengthening organizations from the inside out.*

The Novak Consulting Group and its staff have extensive experience working with local government clients. Our focus is on providing solutions that work within the available resources and culture of the organizations we assist. The most innovative solutions in the world are valueless if they cannot be implemented or will not be accepted by the community. We pride ourselves on our ability to listen, analyze, and work with our clients to find not just a random selection of best practices taken from a manual, but real solutions that can be implemented effectively. There is no value to a consulting study that, once completed, occupies shelf space never to be opened again. We are pleased that our prior engagements have resulted in corresponding actions by our clients to implement the recommendations that we have jointly developed.

At The Novak Consulting Group, one of our strengths is the ability to build on existing capabilities and resources and to help organizations see things from a different perspective. We do this through listening to our clients and truly understanding what they have to say. While there are books full of best practices, stock solutions to complex problems are rarely effective. We do not operate with a pre-packaged set of recommendations, and we diligently work to avoid trying to fit our clients into a standard mold. We do not sell boiler plate solutions.

We recognize that there will always be competing interests between level and cost of service. Defining "good enough" is a significant challenge aided by knowing that the work is both necessary and delivered as efficiently as possible. As resources diminish, we often find that operations become increasingly reactive at a significant cost both to current and future operations. Maintaining planned, proactive approaches consistently generates a better, more cost-effective result, particularly when evaluated over time. Every organization develops traditions, practices, and routines. It is essential that these are subject to regular review and analysis to ensure that they continue to represent best practices that meet the needs of the community. Our staff has substantial experience developing performance measures that departments can use to track progress over time. We have helped our clients create benchmarks that establish a baseline for performance and objectives for the future.

The Novak Consulting Group is excited about the opportunity to assist the City of Gainesville. Because we came from local government careers, we have sat on the same side of the table as you. Hiring outside consultants to evaluate operations in any organization is challenging: it can be disruptive and intimidating, while at the same time it can be illuminating and exciting. We understand the importance of respecting the staff who are in place to serve the public. We assume good intent and work with our clients to collaboratively develop recommendations for improvement. Without this, implementation of recommendations and lasting improvements are not typically successful. We believe this intentional approach, coupled with our extensive expertise in all facets of local government operations, makes us uniquely qualified to assist the City.

As a private firm, TNCG does not produce a D&B report, but upon request, we would provide contact information for our bank and accountant to learn more about our financial stability.

References

The Novak Consulting Group has assisted numerous local governments across the country with organizational evaluations and management consulting services. In several instances, we have worked with organizations over multiple years and established long-term partnerships to build capacity and lasting improvements throughout an organization. The following is a summary of relevant engagements. We would be happy to provide additional information about these or any of our prior projects. A complete list of all of our clients is included with this proposal.

Organization-wide Management Consulting Services

Fredericksburg, Virginia engaged The Novak Consulting Group to complete a comprehensive organizational study of the City government, which included all City departments under the purview of the City Manager. The purpose of this study was to improve organizational performance, as well as assess staffing needs so that capacity could be added strategically in the organization as resources became available. Several core processes were mapped to identify improvement opportunities.

Beverly R. Cameron, Former City Manager
beverlycameron78@gmail.com

Charlottesville, Virginia engaged The Novak Consulting Group to conduct a citywide efficiency study. The study included a detailed review of departments under the responsibility of the City Manager for the purpose of identifying best practices, as well as opportunities for improved efficiency in the organization. In addition to a wide range of employee interviews and focus groups, community forums were held to solicit input from residents.

Leslie Beauregard, Assistant City Manager
(434) 970-3105 Beauregard@charlottesville.org

Carbondale, Illinois engaged The Novak Consulting Group to complete an organizational and management review of all City departments. Due to diminishing state revenues and a decline in the student population at a major state university located in the City, Carbondale was facing economic uncertainty. The study helped solidify the organization and build on its existing assets to meet these challenges. Detailed staffing and workload analyses were conducted.

Gary Williams, City Manager
(618) 457-3226 gwilliams@ci.carbondale.il.us

Charleston, South Carolina engaged the firm under a multi-year contract to conduct a series of organizational and structural assessments, under the leadership of Mayor Tecklenberg. To date, the firm has conducted a review of the City's development review process. Projects underway include development of a workforce profile and City-wide employee engagement survey, as well as a detailed review of fleet and refuse operations. Five other projects have been scoped for completion in the next 18 months.

Susan Poteat, Director of Process and Service Improvement
(843) 577-1381 poteats@charleston-sc.gov

Dublin, Ohio has retained The Novak Consulting Group for a number of projects since 2009. The Novak Consulting Group conducted a review of the organization's structure and a specific analysis of operating departments. This work resulted in a City-wide reorganization to improve efficiency and effectiveness of operations.

Michelle Crandall, Assistant City Manager
(614) 410-4400 mcrandall@dublin.oh.us

Munster, Indiana recently engaged The Novak Consulting Group to conduct an organizational review of all Town departments. This review included the separately elected Clerk-Treasurer's Office and a comprehensive assessment of the Town's major financial funds to provide the Town Administrator with an independent analysis of the Town's fiscal health.

Dustin Anderson, Town Administrator
(219) 836-6905 danderson@munster.org

Hastings, Nebraska engaged The Novak Consulting Group to conduct an organizational assessment of all City departments. The assessment included a structural review of the City's relationship with the Utilities Department.

Joe Patterson, City Administrator
(402) 461-2309 jpatterson@cityofhastings.org

Department-specific Management Consulting Services

Boulder, Colorado has engaged The Novak Consulting Group for a variety of services since 2010, including a structural review of the City's downtown development districts, economic vitality functions, and parking operations. This study assessed both the staffing levels and organizational alignment of the Downtown, University Hill Management Districts, and Parking Services Department. Most recently, the firm was hired to conduct a detailed contract service analysis. This involved identifying specific service levels for facility and maintenance functions and comparing the costs of continuing with existing contracts versus bringing them in-house.

Additionally, the City engaged the firm to assist with the development of performance measures associated with the City's strategic plan. The project entailed working with several staff groups to identify goals and specific performance measures – both community based as well as organizational based – for each of the City's key performance areas.

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

Fort Collins, Colorado engaged The Novak Consulting Group to conduct a structural review of the budget and finance functions for Utility Services and the General City Financial function. In addition this work, members of our project team conducted an organizational structure analysis of the City while with a prior firm. They conducted best practice research and identified specific structural changes designed to enhance service delivery for the customers of Transportation Service, Community Planning and Environmental Services, and Utility Services. Recently, the firm also developed process maps for the City's allocation of Federal funds and conducted a staffing analysis of the City's social sustainability department.

Darin Atteberry, City Manager
(970) 221-6505 datteberry@fcgov.com

Reno, Nevada engaged The Novak Consulting Group to conduct a Core Services Review of the Public Works Department and the Parks, Recreation, and Cultural Services Department. These reviews included an in-depth analysis of opportunities for enhanced efficiency and effectiveness, an evaluation of existing service level standards, and an assessment of the City's true "core services" in both departments.

Jaime Schroeder, City Manager's Office
(775) 348-3915 schroederj@reno.gov

Wilmington, North Carolina engaged The Novak Consulting Group to conduct a review of the City's development review process to identify efficiency and effectiveness opportunities. To inform the study, a survey of process users and employees was conducted. Detailed process maps of the current method were developed and reviewed in a group session with all development review staff to engage them and solicit their ideas for improvement.

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

Wilsonville, Oregon engaged The Novak Consulting Group to conduct an organizational assessment of the City's Community Development Department. The purpose of this engagement was to review the functions of each division within the department, develop an understanding of the responsibilities of each position, and assess the reporting structures. Implementation of these recommendations has led to an improved customer experience in the City.

Jeanna Troha, Assistant City Manager
(503) 570-1520 Troha@ci.wilsonville.or.us

Rockville, Maryland retained The Novak Consulting Group to conduct development review process mapping with a cross-departmental team to determine the length of time various processes took and to more clearly outline the steps. The work was utilized by the team to identify initial areas of improvement to the processes. Later, The Novak Consulting Group provided help chartering and facilitating a team tasked with implementing the process improvements.

Susan Swift, Director of Community Planning and Development Services
(240) 314-8200 SSwift@rockvillemd.gov

Strategic Planning and Community Engagement Services

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.

April Lynch, City Manager
(248) 546-2399 alynch@ferndalemi.gov

Westminster, Colorado initially engaged The Novak Consulting Group to conduct a strategic planning retreat with the City Council. Subsequently, Julia worked with the management team to develop implementation plans for the Council's key focus areas. Repeat engagements with the Council and with staff have been conducted annually for the past several years.

Barbara Opie, Assistant City Manager
(303) 658-2009 BOpie@CityofWestminster.us

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.

Dianne Stoddard, Assistant City Manager
(785) 832-3400 dstoddard@lawrenceks.org

Raleigh, North Carolina has engaged The Novak Consulting Group for various services since 2014 including facilitation of the City Council's annual retreat and several subsequent sessions with City staff to develop the City's strategic plan. The Novak Consulting Group was also hired by the City to train staff on the use of performance measures and to develop measures specifically designed to track progress of each initiative in the City's strategic plan.

Tansy Hayward, Assistant City Manager
(919) 996-3070 Tansy.Hayward@raleighnc.gov

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.

Bridgette Gransden, County Administrator
(989) 832-6797 BGransden@co.midland.mi.us

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."

Craig Owens, City Manager
(314) 727-0671 cowens@ci.clayton.mo.us

Oak Creek, Wisconsin engaged The Novak Consulting Group to develop its first strategic plan. The City's efforts were led by a team composed of staff from all City departments including department directors and line staff, as well as members of the public. The process involved engaging employees and department directors in articulating the organizational values and mission statement, as well as preparing a draft strategic planning framework for consideration by the Mayor and Common Council. Community input was solicited using both online engagement strategies and multiple community meetings.

Leslie Flynn, Communications Coordinator
(414) 766-7075 lflynn@oakcreekwi.org

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.

Steve Rogers, Town Manager
(707) 944-8851 SRogers@yville.com

Additional Information – Required Documents

PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(submit this form with your proposal)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: Management Consulting (Non-Construction)

RFQ#: CMGR-180051-GD

RFQ DUE DATE: February 8, 2018, 3:00pm Local Time

Proposer's Legal Name: The Novak Consulting Group, Inc

Proposer's Alias/DBA: _____

Proposer's Address: 26 E. Hollister Street
Cincinnati, OH 45219

PROPOSER'S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: Julia D. Novak Telephone Number 513-221-0500

Date: 2/6/2018 Fax Number 513-221-3100

Email address jnovak@thenovakconsultinggroup.com

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.'s 1, _____, _____, _____, to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

LOCAL PREFERENCE (check one)

Local Preference requested: YES NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) YES NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions) YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check One:

- Living Wage Ordinance does not apply
(check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

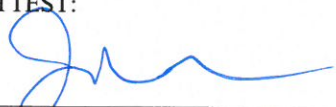
NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with specifications except as specifically stated and attached hereto.


Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

ATTEST:



 Signature
 By: Joseph Novak
 Title: Secretary/Treasurer

**(CORPORATE SEAL)
PROPOSER:**



 Signature
 By: Julia D. Novak
 Title: President

Attachment A – HOURLY RATES

Complete the rate chart below for services offered. If a company is proposing more than one service, please complete a rate chart for each service offered.

AREA 1 – ORGANIZATIONAL DESIGN

Respondent's Name: The Novak Consulting Group

Job Title	Principal	Senior Consultant	Consultant	Junior Consultant	Program & Administrative Support
Hourly Rate	\$ <u>295</u>	\$ <u>225</u>	\$ <u>175</u>	\$ <u>85</u>	\$ <u>50</u>

AREA 2 – HUMAN RESOURCE POLICY

Respondent's Name: _____

Job Title	Principal	Senior Consultant	Consultant	Junior Consultant	Program & Administrative Support
Hourly Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

AREA 3 – TECHNOLOGY (INFORMATION, DATA COLLECTION, CITIZEN ENGAGEMENT, ETC.)

Respondent's Name: The Novak Consulting Group

Job Title	Principal	Senior Consultant	Consultant	Junior Consultant	Program & Administrative Support
Hourly Rate	\$ <u>295</u>	\$ <u>225</u>	\$ <u>175</u>	\$ <u>85</u>	\$ <u>50</u>

AREA 4 – PROJECT MANAGEMENT

Respondent's Name: The Novak Consulting Group

Job Title	Principal	Senior Consultant	Consultant	Junior Consultant	Program & Administrative Support
Hourly Rate	\$ <u>295</u>	\$ <u>225</u>	\$ <u>175</u>	\$ <u>85</u>	\$ <u>50</u>

AREA 5 – LEADERSHIP

Respondent's Name: The Novak Consulting Group

Job Title	Principal	Senior Consultant	Consultant	Junior Consultant	Program & Administrative Support
Hourly Rate	\$ <u>295</u>	\$ <u>225</u>	\$ <u>175</u>	\$ <u>85</u>	\$ <u>50</u>

AREA 6 – EXECUTIVE COACHING

Respondent's Name: _____

Job Title	Principal	Senior Consultant	Consultant	Junior Consultant	Program & Administrative Support
Hourly Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

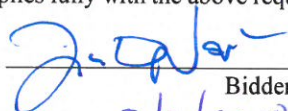
The Novak Consulting Group

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


 Bidder's Signature

2/6/2018
 Date

Request for Taxpayer Identification Number and Certification

Item #170915M

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Novak Consulting Group, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 26 E. Hollister Street	
	6 City, state, and ZIP code Cincinnati, OH 45219	
	7 List account number(s) here (optional)	
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
2	6		-	3	9	7	7	5	0	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/3/2018
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ADDENDUM NO. 1

Date: February 1, 2018

Bid Date: February 8, 2018
at 3:00 P.M. (Local Time)

Bid Name: Management Consulting (Non-Construction)

Bid No.: CMGR-180051-GD

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary.

Please find attached:

- a) Copy of the black out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.

The following are answers/clarifications to questions received on or before 3:00pm January 25, 2018:

1. Question: As an RFQ, we plan to provide a representation of the subject matter experts in our stable. Are we required to utilize the staff we propose, and if not, what is the process for approval of additional staff once a project is defined?

Answer: No; the City is open to varying resources based on the project needs at the time. Please share the resumes of your associates or those persons that will work on the project.

2. Question: What is the latest version of the strategic plan and is it available online? If so, what is the URL?

Answer: Information pertaining to Gainesville's most recent strategic framework (i.e., strategic plan), including the three phase process that led to its development, is described at:
<http://www.cityofgainesville.org/CityManager/StrategicPlanning/CityStrategicPlan.aspx>

Additionally, a link the strategic framework one-pager can be found directly at:

<http://www.cityofgainesville.org/Portals/0/openGNV/Framework%20One-Pager%20-%20for%20prezi.pdf>.

Please note that this framework presents guiding questions for the city to continually align projects, processes and organizational resources. This is not intended to be a strategic plan in the typical "mission, vision, values, objectives" format.

3. Question: What is the general criteria for onsite work for the potential projects covered by this RFQ
Answer: Please see number 4.

4. Question: Does City of Gainesville encourage and/or permit virtual work tools for meetings and presentations (e.g., WebEx or GoToMeeting)?

Answer: Yes

5. Question: When was the last time the City of Gainesville conducted a review and update of their Human Resource policies?

Answer: This effort has been continuous since 2003, including a comprehensive rewrite that began in 2009. We've found that policies in general are fragmented and in some instances, silent, unclear and/or confusing, inconsistent or outdated relative to changing workplace practices/regulations, market and employee needs.

6. Question: Are there any areas of particular concern regarding Human Resource policies?

Answer: Policies in general are fragmented and in some instances, silent, unclear/confusing, inconsistent or outdated relative to changing workplace practices/regulations, market and employee needs

7. Question: What is the current approval process and structure for policy governance (i.e., how are policies approved)?

Answer: Policies are developed, reviewed and approved, through the department who owns the policy, reviewed as to form and legality with the City Attorney's office, escalated to the City's Charter Officers for review and approval, and when necessary, final approvals are decided on by the elected body consisting of the City Commission and Mayor.

8. Question: Does the City currently outsource any of the IT operations?

Answer: Yes

9. Question: In reference to the statement that Gainesville is not a tourist destination, what primary sources of revenue for the City

Answer: The primary source of revenue for the city is the general fund which is generated through property values, etc.

10. Question: Are there examples to further describe the expectations of a "citizen-centered" City?

Answer: The most comprehensive resources that describe our citizen centered efforts include the following materials:

- a. The Blue Ribbon Report found at:
<http://www.cityofgainesville.org/Portals/0/clerk/CityComm/BlueRibbonReport.pdf>
- b. A Fast Company Magazine article, available at:
<https://www.fastcodesign.com/3065107/how-one-florida-city-is-reinventing-itself-with-ux-design>
- c. The city's citizen centered microsite, available at:
www.gainesvillecitizens.org

11. Question: When was the last time you had a Management Consulting study?

Answer: Over the years, consultants have been brought in for certain departments if needed. We are not aware of an overarching management consultant study that has been conducted for the overall organization in recent years.

12. Question: Did a consultant perform this study? If so, who was the consultant and at what professional fee structure?

Answer: See response to question 11. Fees and fee structure have varied based on the services needed at that time.

13. Question: Is there a preference for using a firm that can complete all areas vs. a firm that is bidding on only a few areas of the project?

Answer: We are open to any proposal whether it includes all services or a few areas as outlined in the RFQ.

14. Question: Do you have a timeline needed for completion?

Answer: This is dependent on the project and would be defined by determining what resources are available, the prioritized need for the work and the timeline the City and consultant agree upon. In some cases it is possible to request that services be expedited

15. Question: Do you have a project budget range for this project or these project areas?

Answer: We are developing a budget range for the various projects. This will be dependent on the department's available funding and the project need

16. Question: Will a company's Acord Form, Certificate of Liability Insurance, provide the City with proof of required insurance?

Answer: Acord Form, COI is acceptable

17. Question: Areas 2, 5 & 6 seem to have common threads; will the City consider merging into one?

Answer: Yes, the City will consider merging various subject areas.

18. Question: What is the meaning of Area 5 - Leadership? Does this refer to cutting-edge / innovative citizen-centered strategies or, more literally, the city's leadership and office leadership?
- Answer: We are interested in proposals on either topic. There is a need for leadership development programs, particularly in the areas of management and executive coaching.
19. Question: Is the Leadership area during implementation?
- Answer: Yes. This bid is intended to encompass a series of projects depending on the City's needs at that point in time. The specific project and implementation timelines will be defined dependent on the department or organization's needs.
20. Question: Will consultant have the ability to identify new gaps and blend into an existing area?
- Answer: Yes. We welcome any feedback the consultant would provide and we would remain open to discussing suggested solutions.
21. Question: If consultant bids for one or less than all areas, how does the city plan to project manage multiple consultants? e.g. Governance structure?
- Answer: Consultants are going to be awarded to be in a pool of consultants that will be individually selected as needed by the City on a per project basis. Consultants will work with the department that has requested their assistance. This will be dependent on the department's available funding and the project need.
22. Question: How will the Smart City Lab with the University of Florida be intertwined into each area?
- Answer: The Lab will be staffed by personnel from both the City and University. The Lab will be the vehicle by which the City and University conduct joint research into smart city technologies and policies.
23. Question: Will ongoing City projects be folded into the consulting services by area or will only new tasks, jointly developed with the consultant and city be in scope?
- Answer: This could be current and existing projects or new projects as determined by the City's prioritized needs and funding availability. Please refer to the RFQ.
24. Question: Would consultant be excluded from any new projects coming out of this engagement, e.g. AV/EV strategy requirement?
- Answer: No

25. Question: What is the fee estimate?
Answer: The fee estimate is under development at this time.
26. Question: What is the expected contract duration for each area?
Answer: The expected contract duration will be determined at the time a department selects a vendor
27. Question: What is the procurement type?
Answer: This is a Request for Qualifications
28. Question: Will PM role apply to all areas in the RFQ? Other projects to be determined at a later date, e.g. Smart City Lab with the University of Florida?
Answer: I do not foresee us procuring PM services for projects in the Smart City Lab.
29. Question: If we have more than one respondent identified for an area should we blend the rate or just list separately?
Answer: Blending is acceptable.
30. Question: Is there a page limit?
Answer: No, however, responses should be kept as concise as possible.
31. Question: Our understanding is that the “Projected award date” refers to the timeframe in which respondents will be informed that they have been selected by the City to contract for Management Consulting Services. Can you provide additional timeline details for the “Projected award date” at this time?
Answer: The projected award date is April, 2018.
32. Question: How much lead/response time does the City anticipate allotting to qualified contractors to respond to the specific project following selection of qualified contractors?
Answer: The city is willing to determine lead time during the negotiations process.
33. Question: Of the six management areas outlined, which one does the following bullet point apply to – ‘Management or strategy consulting, including strategy implementation and execution’?
Answer: The bullet point applies to consulting, implementation, and implementation as determined during contract negotiations.
34. Question: In Section K. the City states four (4) areas in which the City will be responsible to work with the selected consultant(s). Will the City also be able to make staff available for a

specific project (or projects) to serve in roles that might be typically supported by City staff – such as participating on a Steering Committee, or serving as a Subject Matter Resource (SMR) to assist with validating and/or reviewing the project approach and deliverables?

Answer: Yes

35. Question: Given that the RFQ process as described is intended to assist the City in selecting qualified firms or individuals - and that there would be a subsequent effort to negotiate a contract or contracts with firms or individuals that the City selects - in our response we would provide proposed project staff who represent the qualifications and related experience required for the scope of the corresponding requested services. Final determination of the actual staff to be assigned to a project or projects would be confirmed as part of contract negotiations, as the timeframe in which a negotiated contract would begin is not yet determined, and staff availability may change accordingly.

In turn, if proposed project staff is not fully available during the timeframe of a negotiated project, we would make the effort to include those staff as Subject Matter Resources (SMRs) wherever possible and appropriate. **Please confirm that this approach will meet the requirements of RFQ No. CMGR-180051-GD.**

Answer: Yes as long as project staff is listed in the RFQ

36. Question: “D3. Consultant’s firm shall provide a Dun & Bradstreet report to the city or some other acceptable means for the City to evaluate the firm’s financial stability and reliability.” Is this to be provided with the qualifications or after consultant selection?

Answer: Yes

37. Question: “D4. Consultant’s firm shall provide proof of insurance in a form acceptable to the City, which give the City 30 days’ written notice (except the City will accept ten (10) days’ written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:” Is this to be provided with the qualifications or after consultant selection?

Answer: After consultant selection

38. Question: “D6. Consultant’s firm shall provide updated contact information for all clients served within the past three (3) years who were provided with the same management consulting services covered under the Statement of Qualifications being submitted.” We have conducted 190 projects within the last three years in the areas on which we are proposing. We will be happy to list the clients. For how many do you want contact information?

Answer: Please provide 3-5 reference of similar management consultant requirements.

39. Question: "A copy of the consultant's current Florida Professional Registration Certificate must be provided. If the consultant is a corporation, it must be chartered to conduct business in Florida." Is this to be provided with the qualification or after consultant selection?

Answer: Yes with the qualification

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

THE NOVAK CONSULTING GROUP

BY:

J. D. Novak

DATE:

3/6/2018

CITY OF
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL**41-424 Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.



CERTIFICATE OF LIABILITY INSURANCE

Item # 170915M DATE (MM/DD/YYYY) 2/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dempsey & Siders Agency Inc. 6725 Miami Avenue, Suite 102 Cincinnati OH 45243-3158		CONTACT NAME: Lisa Milders PHONE (A/C, No. Ext): (513)936-4343 FAX (A/C, No): (513)891-4281 E-MAIL ADDRESS: lmilders@dempsey-siders.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Security Insurance Company	
		INSURER B: Ohio Casualty Insurance Company	
		INSURER C: Travelers Insurance Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2017-18 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		X	BKS57930444	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ohio Stop Gap \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HAPD			BAS57930444	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			USO57930444	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XO57930444 (NC,MD,CA & NM)	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			105589049	4/1/2017	4/1/2018	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Gainesville is named as additional insureds for general liability, with a 30-day notice of cancellation included, but only when required by written contract or agreement, per policy forms CG8810(04-13)- GL Enhancement Endorsement & CG8061(05-11). ATIMA

CERTIFICATE HOLDER**CANCELLATION**

City of Gainesville 200 East University Avenue Gainesville, FL 32627	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Klinedinst, III
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.



- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:
- a. Any one premise:
 - (1) While rented to you; or
 - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
 - b. Contents that you rent or lease as part of a premises rental or lease agreement.
3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:
- 9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:
- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph **1.d.** is replaced by the following:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**



2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

- 2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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