



CITY OF OSAGE BEACH, MISSOURI REQUEST FOR PROPOSALS

Title: Osage Beach Public Works Operational Review and Assessment

Date Issued: May 31, 2023

Due Date and Time: July 05 2023, 10:00 AM

Return To: City of Osage Beach, Missouri
Office of the City Clerk
1000 City Parkway
Osage Beach, MO 65065

INTRODUCTION

The City of Osage Beach is seeking proposals from qualified firms to assist the City of Osage Beach with a Public Works Operational Review and Assessment. The Osage Beach Public Works is made up of three departments, Transportation, Water, and Sewer. The review will primarily focus on operational/structural/staffing assessment with a heavy focus on the Sewer Department

Any questions regarding this request should be addressed to Mike Welty, Asst. City Administrator, mwelty@osagebeach.org, (573) 302-2000 ext. 1011.

BACKGROUND INFORMATION

The City of Osage Beach, Missouri, is centrally located in Missouri, in both Camden County and Miller County, in the heart of Lake of the Ozarks. The Lake of the Ozarks is the 5th most visited location in Missouri and the Midwest's premier lake destination that boosts world-class boating and fishing, shopping, dining, and other outstanding recreation. The city, one of many communities surrounding the Lake of the Ozarks, has a population is 4,637, but due to the City's invaluable tourism draw provides services to over 240,000 visitors and second homeowners annually within the City's limits.

For more information regarding the City and its organization, such as governmental structure, services provided, the Current Operating and Capital Budgets, Annual Financial Reports, and other pertinent documents are available on the City website at <https://osagebeach-mo.gov/>.

PROJECT TEAM

The City staff involved with the successful contractor for these services shall include, but not limited, to, the following:

Mike Welty, Asst. City Administrator
Kevin Crooks, Public Works Operation Manager
Michael Raye, Human Resources

PROJECT DESCRIPTION AND PURPOSE

The city is interested in performing a operational review and assessment of the Public Works department to promote an environment of continuous improvement and consistency with recommended best practices.

The overall purpose and objective of the services being solicited is to address current capabilities, workflow, and staffing levels of Public Works and its departments and teams and receive clear and achievable recommendations for future improvements. To the extent practical and achievable, the City of Osage Beach desires enhancing quality of life through excellent service, dedication and organizational commitment. There is also a desire to equip and sustain a Public Works Department capable of meeting current and future demands in a quality, reliable and resourceful manner. These related goals require independent assessment of current practices and earnest critique against useful best practices and a clear plan for moving from current to desired conditions.

The requested departmental operational review and assessment is important for establishing an effective path forward. It is the City's intent to award a contract to one qualified respondent. Any contract resulting from this solicitation shall be non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The primary deliverable should be a clear, accessible, strategic plan roadmap that includes assessment objectives, evaluation methodology, goals, timeline, and specific recommended action items.

SCOPE OF WORK

Project tasks shall include, but are not necessarily limited to, the items described below. If the firm feels that additional tasks are warranted, they must be clearly identified in the firm's proposal. Firms responding to this RFP shall be prepared to deliver services and perform the work necessary to provide the services within the timeline established for the project.

Respondent proposals must provide a clear description of the approach to be used to fulfill and meet requirements of the consultant engagement. Techniques, methods, schedules and all such information must be provided and made clear.

An Operational Review and Assessment Report should be produced. It should center on the current capabilities of the Public Works Department and its team members with clear and achievable recommendations for improvements in comparison to professional industry standards and relevant best practices as outlined.

Core Public Works Functions to be reviewed, critiqued, analyzed, assessed, evaluation of strengths, weaknesses, opportunities for improvement relative to the following:

1. Fundamental knowledge, skills and experience of our Public Works team (starting with management) related to effective and recommended Public Works practices, systems and programs in well-performing municipal departments of similar size in the Midwest. Capabilities to execute and implement said best practices.
2. Effectiveness of current organizational structure and alignment with departmental operational priorities and capabilities; Administrative efficiency.
3. Credibility or reputation of Department from internal and external customer perspectives.
4. Department's ties to Public Works Best Practices environment.
5. Understanding of Public Works Projects Results-Driven Contracting principles, techniques and tools.
6. Capabilities for identifying management trends and conditions correlated to City's needs and opportunities.
7. Strengths, weaknesses, recommended improvements to operations practices and problem-solving techniques.
8. Technology enhancements to support current and future Public Works system programs/services.
9. Training recommendations for Public Works operations and team members.
10. Realistic staffing requirements, both current and future, and recommended Performance measures for annual evaluation.
11. Departments compliance with purchasing, personnel and other requirements.
12. Training and resource recommendations for American Public Works Association (APWA) Self-

Assessment Process

The steps to achieve the final product mentioned above are flexible. Applicants shall outline their proposed methods in the proposal. The project consists of furnishing all labor, materials, supervision, and travel necessary to complete the task.

SCHEDULE

Every effort will be made to adhere to the following schedule regarding this proposal, although it may be altered at the City's convenience.

Release and advertisement of RFP	June 7, 2023
Deadline for questions	June 22, 2023
Proposal submission deadline	July 5, 2023
Final Selection & Board Approval	August 3, 2023
Anticipate Project Start Date	Late August 2023
Project Results Delivered by	March 2024

Consultant will be responsible for reviewing the results with our Board of Alderman at a regular Board of Aldermen meeting. Board of Alderman meeting are held at 6:00 PM on the first and third Thursday monthly. The exact meeting date will be decided later in the process.

PROPOSAL SUBMISSION AND AWARD

Submission – All proposals must be received by the City Clerk, City of Osage Beach, Missouri City Hall, 1000 City Parkway, Osage Beach, Missouri 65065 prior to 2:00 p.m., Central Standard Time, on June 21, 2023.

Each proposal shall consist of four hard copies of the complete proposal and one .pdf version via thumb drive. It is the responsibility of the proposer to ensure that their proposal is received in the City Clerk's Office, prior to the deadline. Prospective proposers mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals.

Proposals received after the deadline may not be considered. The city reserves the right to accept or reject any proposal regardless of any defect or variance for the requirements set forth in this RFP.

Proposals must be clearly identified as follows: **Proposals for Osage Beach Public Works Operational Review and Assessment** and shall indicate such information on the outside of the proposal packet. Proposals will not be accepted by facsimile transmittal or email. It is requested that proposals be in flat bound form to facilitate filing.

Amendments to RFP – In the event it should be necessary to revise any portion of this RFP, the city will endeavor to provide any addenda to anyone who received or requested the original RFP, but to guarantee you have the complete RFP it is recommended you check the city website at www.osagebeach.org for updates before making your final submission. If you received this RFP by means other than the bid system, you must furnish your firm's name, address, and telephone number to the person identified in the Proposal

Instructions section to receive any addendum.

Waiver – The City reserves the right to waive any variances from the original RFP in cases where the variances are in the best interest of the City.

Proposal Format and Contents – Responses to this RFP shall include the following information to facilitate an effective evaluation and shall be limited to a total of 20 pages (single sided). Please note, the cover letter is not included in the page count.

- A. City of Osage Beach RFP Public Works Operational Review and Assessment Proposal Form (enclosed).
- B. Cover letter – providing name of firm, address, date established, and a description of the firm’s history.
- C. Proposal contents: Respondents shall provide information about its team, the quality of its expertise and experience in these services, and its capability and capacity to perform stated scope of services outlined in the RFP, including, but not limited to, the following.
 - 1. Letter of interest (no more than one page long).
 - 2. Firm Name/Address.
 - 3. Provide the name of each employee proposed to provide services and the name of the person who will be the main contact with the city. This individual is expected to remain the responsible person throughout the engagement.
 - 4. The specialized experience and technical competence of the firm with respect to the type of services required.
 - 5. The capacity and capability of the firm to perform the work in question, including specialized services, the ability to respond in a timely manner and on short notice, and the proposed approach to communicating with the City.
 - 6. The past record of performance of the firm with respect to such factors as quality of work, and ability to accommodate schedules and meet deadlines.
 - 7. The firm’s proximity to and familiarity with the City of Osage Beach.
- D. The successful proposer will be required to execute a contract in substantially the same format as the attached **PUBLIC WORKS ASSESSMENT AGREEMENT**. All proposals shall include a statement that (a) the proposer agrees to those terms, or (b) identifies additional terms required by the proposer or any changes to the Standard Terms requested. Use of an alternative contract form is strongly discouraged.
- E. References – provide at least three (3) references that match governmental services rendered equal to services proposed in the RFP within the last five (5) years. Provide the name, contact information, services provided for each reference, and duration of said services.
- F. Additional Information:
 - 1. All proposals become the property of the City of Osage Beach, Missouri upon receipt and are subject to the Missouri Sunshine Act Chapter 610. Selection or rejection of the proposal will not affect this right.

2. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.
3. All material submitted in response to this RFP will become a public record and will be subject to inspection after Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such a request must include justification for the request. Any material requested to be treated as proprietary or confidential may or may not be treated as such. Neither cost or pricing information nor the total cost of a proposal will be considered proprietary.
4. The City of Osage Beach, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

Award and Selection – The City will evaluate each firm’s submission based upon the criteria listed below. Firms may be invited to an interview the week following the submittal deadline. Following the evaluation process, the city will select a firm. The City reserves the right to negotiate modifications to the RFP. The City reserves the right to terminate this process and reject all proposals.

The firm will be selected on the following criteria:

- Experience and Qualifications
- Past Performance and References
- Familiarity with the City
- Proximity of Firm and Staff Assigned to this project.

Rejection – The City of Osage Beach, Missouri reserves the right to reject any or all bids or proposals received in response to this RFP, or to cancel this RFP. Failure to furnish all information or to follow the proposal format requested in this RFQ may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

CITY OF OSAGE BEACH, MISSOURI

OSAGE BEACH OPERATIONAL REVIEW AND ASSESSMENT

Proposal Form

Signature of proposer indicates that the information provided in proposer's submission is true and accurate, the proposer is willing and able to provide services outlined in the scope of services, the proposer understands and will comply with all terms and conditions, and all other specifications made a part of this RFP, and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of a contract subsequent to an award.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide consulting services for the City of Osage Beach in accordance with the scope of work and intent of this request for proposal contained herein.

Indicate whether: () Individual; () Partnership; () Corporation; () LLC / LLP or other entity

State Incorporated: _____ Tax ID#: _____ Corporate Charter#: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT NAME: _____

PHONE: _____ EMAIL: _____

Signature

Title

Date



CITY OF OSAGE BEACH PUBLIC WORKS ASSESSMENT AGREEMENT

THIS PUBLIC WORKS ASSESSMENT AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“City”) and [Contractor Legal Name] (“Contractor”), on the following terms.

I. TERMS

1. **Definitions.** The following terms shall have these defined meanings:

- a. “**RFP**” shall mean the City’s Request for Proposals: Osage Beach Public Works Operational Review and Assessment, dated June 7, 2023.
- b. “**Work**” shall mean all of the work described in the “SCOPE OF SERVICES” and any additional or modified services as described in Contractor’s proposal submitted in response to the RFP.
- c. “**Schedule**” shall mean the “SCHEDULE” set out in the RFP and any additional or modified dates or schedules as described in Contractor’s proposal submitted in response to the RFP.

2. **Contractor’s Obligations.**

- a. *Work.* Contractor hereby agrees to perform the Work upon the Schedule listed in the RFP.
- b. *Professionalism.* Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
- c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Contractor’s obligation to perform the Work will be for a period which may reasonably be required for the completion thereof.

If City has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance shall be adjusted equitably.

- d. *Insurance.* Contractor shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate;
 - ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident;
 - iii. Professional Liability insurance on a claims-made basis in the amount of \$3,000,000 per claim and \$3,000,000 annual aggregate; and
 - iv. If Contractor is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

Upon request, Contractor shall cause City to be named as additional insured for any or all of such policies.

- e. *Licenses, Permits, Taxes.* Contractor must have or obtain a City merchant's license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- f. *Safety.* Contractor must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.
- g. *Communication.* Contractor will provide timely replies to City's inquiries and requests for information. Contractor's point of contact for this Agreement is: _____
_____.

3. City's Obligations.

- a. *Payment.* City hereby agrees to pay Contractor for the Work as follows:
 - i. _____ payable in monthly installments on the first Friday of the month following the month in which services were rendered.
City will pay Contractor not more frequently than monthly unless otherwise agreed in writing.
- b. *Criteria and Direction.* City will provide Contractor with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- c. *Access.* Unless otherwise specified in the RFP, City will arrange for access to and make all provisions for Contractor to enter upon public and private property as required to perform the Work.

- d. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Contractor and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Contractor.
- e. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the Work. Such approvals are contingent upon Contractor meeting the requirements therefor.
- f. City will provide timely replies to Contractor's inquiries and requests for information. City's point of contact for this Agreement is: Mike Welty, Assistant City Administrator.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

- 4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
- 5. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
- 6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
- 7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
- 8. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.
- 9. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted

services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See R.S.Mo. § 285.530.*

10. **Anti-Israel Discrimination.** Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. *See R.S.Mo. § 34.600.*
11. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.
12. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. *See Mo. A.G. Opinion 138-87 (1987).*
13. **Sunshine Law.** All material submitted to the City will likely become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Contractor that material be treated as proprietary or confidential.
14. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
15. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Contractor. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
16. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:
City Clerk
1000 City Parkway
Osage Beach, MO 65065

For Contractor:

City may also serve written notice to Contractor by personal delivery to any of its owners, officers, or employees.

17. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
18. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.
19. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
20. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
21. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
22. **WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.
23. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
24. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
26. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. SPECIAL CONDITIONS

The following conditions are special to this Agreement. Any Special Condition which conflicts with or

varies a Standard Condition shall be strictly construed in favor of the City.

27.

IV. ACCEPTANCE

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

CITY:
CITY OF OSAGE BEACH, MISSOURI

CONTRACTOR:
[CONTRACTOR LEGAL NAME]

BY: Michael Harmison Date
ITS: Mayor

BY: Date
ITS:

Attest:

BY: Tara Berreth Date
ITS: City Clerk