

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE TOWN OF ADDISON AND ADY ADVANTAGE FOR THE DEVELOPMENT OF AN ECONOMIC DEVELOPMENT STRATEGIC PLAN IN AN AMOUNT NOT TO EXCEED \$100,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement for Professional Consulting Services between the Town of Addison and Ady Advantage, for the development of an Economic Development Strategic Plan in an amount not to exceed \$100,000, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 23rd day of January, 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT BY AND BETWEEN
THE TOWN OF ADDISON, TEXAS AND
ADY ADVANTAGE FOR
ECONOMIC DEVELOPMENT STRATEGIC PLANNING CONSULTING SERVICES**

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2018 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **Ady Advantage**, hereinafter called ("Consultant").

WITNESSETH:

WHEREAS, the Town put out a request for proposals ("RFP #18-04") for economic development strategic planning consulting services sought services ("Services"); and

WHEREAS, the Consultant submitted a response to RFP #18-04 to the Town for the provision of these Services; and

WHEREAS, the Town has investigated and determined that it desires to hire the Consultant for the Services.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
 1. The Consultant shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Consultant will perform the Services with the degree of skill and diligence normally practiced by professional firms performing the same or similar services.

2. Terms.

The term of Agreement shall commence upon the Effective Date and terminate seven (7) months thereafter. This Agreement may not be renewed.

The Consultant recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Consultant and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the

end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the City at any time upon providing Consultant thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Consultant shall be paid in accordance with the terms provided herein, unless Consultant is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Consultant shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Consultant under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Consultant's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment Terms.

In exchange for those services described in the Agreement Documents, the City agrees to pay Consultant an amount not to exceed One Hundred Thousand Dollars and no/100s (\$100,000.00).

On or before the 10th day of each month, Consultant shall submit to City an invoice for the Services provided by Consultant during the immediately preceding month. Each invoice shall be form and content satisfactory to City and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as City may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

5. Work Product and Confidentiality.

- A. **Use of Work Products:** All documents, software, data and materials prepared by Consultant in connection with the Services ("Work Products") are instruments of service and are and shall remain the property of Consultant. Town shall have a non-exclusive license to software provided in the Proposal and shall also have the right to make and retain copies and use the Work Products prepared for Town by Consultant as part of the Services; provided, however, the use shall be limited to the Town's intended use for which the

Services and Work Products are provided under this Agreement.

- B. **Reuse of Work Products:** The Work Products shall not be changed or used for purposes other than those set forth in this Agreement without the prior written approval of Consultant.
- C. **Confidentiality.** Consultant shall keep confidential all records, documents, or other materials that are requested by City, or required by law, rule, or regulation, to be so maintained, in connection with this Agreement. No reports, information, documents, studies, or other materials given to or prepared by City pursuant to this Agreement which City requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Consultant without the prior written consent of City.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. Town of Addison RFP #18-04, attached hereto as **Exhibit "A"**; and
- c. Consultant Response to RFP #18-04, attached hereto as **Exhibit "B"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A"** or **Exhibit "B"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, the provisions of **Exhibit "A"**, and then the provisions of **Exhibit "B"**, shall prevail in that order.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. INDEMNIFICATION.

CONSULTANT, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND

COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONSULTANT UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONSULTANT. CONSULTANT AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
11. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their

17. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
18. Representations.
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
19. Force Majeure.
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
20. Independent Contractor. The relationship between the Town and the Consultant is that of independent contractor, and the Town and the Consultant by the execution of this Agreement do not change the independent status of the Consultant. The Consultant is an independent contractor, and no term or provision of this Agreement or action by the Consultant in the performance of this Agreement is intended nor shall be construed as making the Consultant the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
21. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Consultant's execution of this Agreement shall serve as verification that the Consultant does not presently boycott Israel and will not boycott Israel during the term of this Agreement.
22. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party

shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2018.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

ADY ADVANTAGE

By: Evan O'Brien

Print Name: EVAN O'BRIEN

Title: OFFICE / OPERATIONS MANAGER

Date: 1/12/18

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2018.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF Wisconsin §
 §
COUNTY OF Dane §

BEFORE ME, the undersigned authority, on this day personally appeared Evan O'Brien known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for ADY Advantage and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of January, 2018.

Brittani K. Ball

Notary Public in and for the State of Texas
My Commission Expires: 5/5/2018

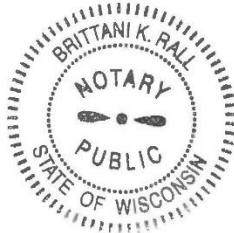


EXHIBIT "A"
RFP #18-04

Town of Addison

BID 18-04

Solicitation 18-04

**Economic Development Strategic Planning Consulting
Services**

Bid Designation: Public



Town of Addison

10/18/2017 11:22 AM

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Purchase Agreement – Adv Advantage

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Bid 18-04
Economic Development Strategic Planning Consulting Services

Bid Number	18-04
Bid Title	Economic Development Strategic Planning Consulting Services
Bid Start Date	Oct 17, 2017 2:26:47 PM CDT
Bid End Date	Nov 10, 2017 2:00:00 PM CST
Question & Answer End Date	Nov 3, 2017 3:00:00 PM CDT
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Womack Accounting Specialist I Finance

Description
*NO FAX OF EMAIL SUBMITTALS ACCEPTED.

RFP 18-04
Town of Addison
Request for Proposals for:
Economic Development Strategic Planning
Consulting Services

Proposals Due:
November 10, 2017
2:00 PM

Deliver Proposal to:

Finance Building
5350 Belt Line Road
Dallas, TX 75254

Section 1
REQUEST FOR PROPOSAL FOR ECONOMIC DEVELOPMENT STRATEGIC PLANNING
CONSULTING SERVICES OVERVIEW

The Town of Addison requests proposals for an Economic Development Consultant, and will receive said proposal at:

Town of Addison Finance Building
Purchasing
5350 Belt Line Road
Dallas, TX 75254

Proposal must be received no later than 2:00 PM on November 10, 2017.

Scope. The scope of services for this project includes the development of an updated short and long term economic development strategic plan for the Town. Experience with municipalities, and the development of innovative strategic plans is strongly preferred.

Questions. If any proposer has questions regarding the meaning of any portion of this RFP, or is seeking clarification regarding discrepancies, omissions, or errors in this RFQ, the respondent shall submit this question via the website www.bidsync.com no later than **3:00 PM on November 3, 2017.**

City's Review of Proposal. All responsive proposals shall be reviewed and evaluated by the Town in order to determine which best meets the Town's needs. The criteria by which the Town shall evaluate proposals are set forth in this RFP, Section 5. The Town reserves the right to reject any and all proposals and waive any irregularities in any review process. The Town reserves the right to negotiate the terms of the Agreement for this Project with one or more respondents.

Award of Agreement. The Town currently anticipates awarding an agreement for this Project by approximately December 12, 2017. No agreement for this Project shall be binding upon the Town until the Agreement is signed by the awarded consultant and the Town.

Section 2 Addison Overview

Addison is a bustling town alive with entrepreneurial spirit where small start-ups to major corporations and corporate regional offices are headquartered including Mary Kay Cosmetics, United Surgical Partners, Hilton Worldwide, USAA, Zurich America, Cinopolis, Google, Bottle Rocket Studios, Stream Energy, and Maxim Integrated just to name a few. The town has approximately 10 million square feet of quality office space throughout the community that incorporate lush landscaping.

Despite Addison's four-square mile area and 15,500 nighttime population, the town draws over 125,000 people from the entire North Texas Region to work and do business here. With over 180 restaurants, Addison may have more restaurants per capita than any city in the US, and the community also has 24 hotels with over 4,100 rooms. The three full service hotels: InterContinental, Marriott, and Crowne Plaza have large conference facilities that help draw hundreds of conferences to the community. Other economic drivers include Addison Airport, a general aviation reliever airport to Love Field and DFW Airports. It has over 700 based aircrafts and has an estimated economic impact of \$370 Million.

Local companies have been able to cultivate a diverse, highly-skilled labor force ready to meet the opportunities of growing and expanding companies. Because of its daytime population, Addison is more of a boardroom community than a bedroom community, and has been a pioneer in the development of New Urbanist neighborhoods to promote a live, work, play environment. As a community that is nearly built-out, Addison is focusing on identifying areas ripe for redevelopment.

Quick facts on Addison include:

- Addison covers a 4.4 square miles and is a first-ring city in North Dallas County.
- Addison's 118 acres of parks are some of the finest in Texas.
- Every winter, the Addison landscaping crew plants 75,000 tulip bulbs. The bulbs come straight from Holland, world famous for tulips. Every spring, the Town of Addison is one of the most beautiful gardens in the entire Dallas-Fort Worth area!
- About 55% of all Addison residents age 25+ have an associate's degree, a bachelor's degree or a graduate degree.
- The [Cavanaugh Flight Museum](#), located in Addison, features fully restored war birds from W.W.I and WW II.
- [Addison Airport](#) is now the third largest general aviation airport in the country and boasts a runway of 7,200 feet. With 650 based aircraft, the airport averages 366 operations per day.
- Addison has been used as a setting for numerous commercials and for at least one feature film (*Dr. T and the Women* starring Richard Gere, Helen Hunt, and Farah Fawcett.)
- Addison has one of the lowest ad valorem tax rates in North Texas.
- Addison is also well-known for its major special events including Taste Addison, Kaboom Town™, and Oktoberfest!
- Over 100 startups have been launched by the Addison TreeHouse since 2013.

Since its inception in 2011, the Economic Development & Tourism Department has worked closely with the City Manager's Office to successfully execute the 2010 Economic Development Strategic Plan adopted by the City Council. In its brief existence, the department has helped distinguish the community with the following economic development accolades:

- *Dallas Business Journal* Top Economic Development Agencies in North Texas for 2014, 2015, 2016 & 2017.
- *2012 D CEO Magazine Best Development or Redevelopment Award: Village on the Parkway, Addison.*
- *2012 Dallas Business Journal Retail Deal of the Year Award: Village on the Parkway.*
- 2014 Google E-City Texas Award recipient.
- 2015 NerdWallet's #1 Place to Start a Business in Texas.
- International Economic Development Council:
 - 2016: Bronze Award for Excellence in Economic Development for Entrepreneurship.
 - 2017: Gold Award for Excellence in Economic Development for General Print Brochure.
 - 2017: Gold Award for Excellence in Economic Development for Redevelopment & Reuse.
 - 2017: Bronze Award for Excellence in Economic Development for Video.

Section 3 Description of Opportunity

In 2010 the Town of Addison adopted a community-wide economic development strategic plan. The plan was used to establish the Economic Development & Tourism Department which focused on support for corporate recruitment, business retention & expansion, redevelopment, and entrepreneurial development. Since then all goals of that first strategic plan have been achieved. The prior Strategic Plan was completed in three phases: data collection and public input; analysis and completion of draft report; and recommendations and final report. The final report consisted of an executive report, a formal written report, and a "Power Point" presentation.

This prior approach served the City well, and should serve as a starting point for an updated Economic Development Strategy. The use of social media, internet presence, mobile technology and any other new interactive technology should be considered as part of both the final product that is prepared as well as the analysis and final recommendations that are presented.

The City wants to develop a comprehensive strategic plan to sustain the quality of the community in existence and what we need to prepare for the future. Some of the questions that need to be answered are the following:

- How should we continue to promote economic development opportunities?
- Have our industry clusters changed?
- What is needed to get the City positioned to attract the end users, labor force, and diversity of business sectors that we want in our community in the future?
- As a community that is nearly built out, how can we align our economic development efforts to optimize our redevelopment efforts to remain economically relevant?
- What strategic activities should be taken to enhance the City vision for the future?
- Are there any innovative incentive programs the community should consider to provide support and to leverage private investment?
- What programs should the city support to ensure it remains a startup hub in the region?

The Economic Development Strategy update should include analysis of future opportunities and recommendations that identify what can be achieved in less than 5 years, and in a longer term of 5-10 years.

The consultant will work with City Council, City Staff, members of local chambers of commerce, Addison Business Association, local landowners and other stakeholders to prepare recommendations for the City Council's consideration and action. Deliverables will include the following:

- Summary of current local business composition and employment.
- Updated market assessment.
- Report on economic trends, projected areas of growth and regional context.
- Recommended priorities for investment and focus.
- Recommendations for growing and expanding our restaurant sector.
- Detailed action plan with short term (1-2 year), intermediate term (3-5 year), and long term

(5-10 year) steps.

- Recommended benchmarks and performance measures.

Addison City Council will make final approval of firm to be selected based on staff recommendation, and will adopt the final plan upon completion. The Firm will be asked to make an initial presentation of the process to launch the strategic plan, and then make a final presentation to the City Council during an open public meeting on the strategic plan and its implementation recommendations prior to adoption.

Term

The term of this contract shall be for one (1) year from the date of contract execution. All payments to the Firm will be mutually agreed upon prior to contract execution for an amount not to exceed.

Section 4 Submittal Requirements

Provide one original, four (4) hard copies, and one electronic copy on a USB Drive of the response to this RFP to the Town of Addison Purchasing Department, 5350 Belt Line Road, Dallas, TX 75254. Facsimile and e-mailed proposals will not be accepted.

Each copy of the RFP response shall reference "RFP #18-04, Economic Development Strategic Planning Consulting Services" within the content and on the outside of each statement package submitted. RFP responses will be accepted until 2:00 PM on November 10, 2017. Questions concerning this RFP may be submitted until 3:00 PM on November 3, 2017 via BidSync (www.bidsync.com).

Submittal Documents Required:

A successful submittal features a multi-disciplinary team of various professions to successfully complete this project.

1. Letter of Interest. Please provide a cover letter expressing your interest in the project. Include name, physical and mailing address, phone number, fax, and email address of the primary contact; identifying the capacity of this person.
2. Statement of Qualifications. Describe the company's qualifications to prepare an economic development strategy and experience related to municipal economic development. Please list relevant work experience, including any project currently under contract in North Texas and projects completed in Texas in the last 10 years. List projects completed outside the State of Texas, and any experience with similar communities.
3. References. Please provide four (4) references with primary contact information for other similar work performed.
4. Legal Entity. Describe the legal entity with which the City would contract including the structure of the anticipated partnership agreement(s) and ownership interests in the project. Include length of time in business, and number of employees. If any prior or pending litigation or lawsuit, the bidder must include in its submittal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the bidder or in which the bidder has been judged guilty or liable.
5. Conflict of Interest Questionnaire (CIQ): Please disclose any relationship from the vendor or person's affiliation or business relationship that might cause a conflict of interest with the Town of Addison. If applicable, a Questionnaire Form CIQ must be filled out and can be found at www.ethics.state.tx.us/forms/CIQ.pdf. By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

6. Team Members. Identify the members of the project team, including key consultants. Specify the relevant experience of the team members and key consultants. Include list of licenses or certifications held by team members.

7. Budget. Provide a tentative budget estimate to achieve the goals outlined in the RFP.

8. Approach. Please provide a narrative that explains your approach to realizing the deliverables stated in the RFP.

9. Submittals of the RFP should be submitted no later than:

2:00 pm, Friday, November 10, 2017 to:

Wil Newcomer
Purchasing Manager
Town of Addison
Financial & Strategic Services Building
5350 Belt Line Road
Dallas, TX 75254

Hard copy responses must be labeled in the lower left-hand corner with the bid name and number and closing date. Bidders must also include their name and address on the outside of the envelope.

Section 5
Evaluation and Selection Criteria

Award will be based upon an analysis of the following criteria:

DESCRIPTION	POINTS
Experience, reputation of the firm, its principals, employees and associates	30 Points
Experience with similar communities and related project performance and references - preferably economic development agencies	20 Points
Applicability of experience and services to meet the City's needs	20 Points
Ability to achieve deliverables in a competitive budget	20 Points
Quality and thoroughness of the response to this RFP	5 Points
Respondent's demonstrated ability to meet with the Town in person given short, sometimes same day notice during projects, knowledge of the locality, local laws, regulations and practices	5 Points
TOTAL	100 POINTS

Town of Addison

REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. FUNDING OUT CLAUSE: This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf. By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. PATENTS: Seller agrees to indemnify and hold harmless the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. VENUE: This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. TERMINATION FOR CAUSE OR CONVENIENCE: The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. FORCE MAJEURE: To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

28. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

CITY OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Contractors shall provide CITY OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	CITY OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<u>CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be faxed to the Purchasing Department: 972-450-7074 or emailed to: purchasing@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.

2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ Date: _____

Town of Addison

Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:



Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This OFFICE USE ONLY questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Name of person who has a business relationship with local governmental entity.

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) _____

3 Name of local government officer with whom filer has employment or business relationship. Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ___ Yes ___ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ___ Yes ___ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ___ Yes ___ No
- D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity Date:

_____ Signature _____ Date _____

Local Government Officers Town of Addison, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison, Texas, Local Government Officers are:

Mayor: Joe Chow

Council Members: Al Angell, Council Member
Ivan Hughes, Council Member
Jim Duffy, Council Member
Lori Ward, Council Member
Paul Walden, Council Member
Tom Braun, Council Member

City Manager: Wesley Pierson

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of _____ Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.
<http://www.window.state.tx.us/procurement/emb/embhub.html>

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number _____ and expire date _____.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: _____ Date: _____

Title: _____

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

Question and Answers for Bid #18-04 - Economic Development Strategic Planning Consulting Services

Overall Bid Questions
There are no questions associated with this bid.

EXHIBIT "B"
Consultant Response to RFP #18-04



Town of Addison, Texas

RFP #18-04 – Economic Development Strategic
Planning Consulting Services

November 10, 2017



STRATEGY MATTERS

Provided to:
Wil Newcomer
Purchasing Manager
Town of Addison, Texas
5350 Belt Line Road
Dallas, TX 75254
972.450.7091
wnewcomer@addisontx.gov

Provided by:
Janet Ady
President and CEO
Ady Advantage
301 S. Blount Street, Suite 103
Madison, WI 53703
608.663.9218 o/608.345.2510 m
jady@adyadvantage.com

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Letter of Interest

INTRODUCTORY LETTER

Wil Newcomer
Town of Addison Finance Building
Purchasing
5350 Belt Line Road
Dallas, TX 75254

Mr. Newcomer,

This letter and proposal is in response to RFP #18-04, Request for Proposals for Economic Development Strategic Planning Consulting Services. This multidisciplinary team is led by Ady Advantage with placemaking infrastructure strategies support from DFW-based Gateway Planning. Profiles of each of our companies can be found on the following pages.

The Ady Advantage team recognizes significant shifts in economic development drivers, with a focus on the value of place, walkability, connectivity, and quality of life. Comprised of national leaders in the fields of Economic Development, Site Selection, and Placemaking/Urban Design, the Ady Advantage team provides significant local knowledge in addition to national breadth, depth and experience.

Our team will provide the Town of Addison with strategies to build upon its successes to date, including the successful implementation of its 2010 Economic Development Strategy. Addison has come a long way since the extension of the Dallas North Tollway, distinguishing itself both regionally and nationally. Today, Addison is positioned to take advantage of its own community base, while extending its reach with the anticipated Cotton Belt to the west, the explosion of corporate investment to the north and the evolution of Dallas to the south.

We understand that it is essential to break down the traditional silos of economic development, urban planning, real estate development, public policy, and infrastructure. By integrating those critical areas, the Ady team will provide an approach by which the needs of both employers and employees are met in the context of the maturation of Addison as a central city in DFW. Our team members have worked with communities similar to Addison and know that Addison is unique. This is why our team's local presence assures not only an understanding of the market today, but Addison's historical and, now, contemporary evolution in the heart of one of the most robust economies in the world.

With decades of combined experience in urban design, real estate development, and economic development, the Ady Advantage team knows its unique, place and talent focused approach will propel Addison from an already successful place into an even more prosperous future. We thank you for the opportunity to be considered for this opportunity.

I will be the primary contact for the procurement process and may be reached at (608) 663-9218 or jady@advantage.com.

Best regards,



Janet Ady
President and CEO

Volledge, Inc. dba **Ady Advantage** | 301 S. Blount Street, Suite 103 | Madison, WI 53703 | 608.663.9218 | AdyAdvantage.com

3

Statement of Qualifications: Team Overview

WHY THIS IS THE TEAM FOR THE TOWN OF ADDISON

While traditional economic development tools such as incentives, a friendly business climate and the provision of utilities and infrastructure are still an important part of the equation, the role of “place” and “connectivity” has become an essential component of retaining, growing and attracting companies of all sizes. Driven by the need to attract talent, economic development initiatives must also integrate facets of town planning and urban design, transportation and infrastructure, mobility and public policy.

In addition to both traditional and innovative approaches to economic development (described below), the Ady Advantage team brings strong experience in the placemaking and infrastructure components mentioned above. By combining tried and true economic development efforts with an innovative focus on placemaking, the town will be best positioned to attract end users by creating the right mix of uses and amenities that create vibrant places and robust economies.

Gateway Planning’s roots in North Texas are well known throughout the region. Their understanding of local and regional dynamics, including their recent work positioning the CityLine project in Richardson for what is now the StateFarm headquarters, will help identify the economic and social drivers that will underpin the placemaking component of the team’s work. Gateway’s understanding of the region, coupled with its experience in town planning and infrastructure, will provide insight into how Addison can evolve in the context of aging corridors that have opportunities for reinvention; impacts of the potential for redevelopment along areas next to the Toll Road; ensure that Addison is well positioned for the Cotton Belt Rail Line, but in a manner that is “rail-ready” not “rail-dependent”; how to focus appropriate growth and development within a Town that is mostly “built out”; and, how does Addison fit into the overall North Texas ecosystem with continued growth to the North and West, the expanded economic base around DFW airport and a renewed energy in and around the Downtown Dallas core. This guidance will provide the Ady Advantage team a unique perspective and guidance in what could be the same old formulaic economic development exercise.

It is important to note that our team will also examine the realities and opportunities to invest in infrastructure to balance and prioritize the aging systems along with new investments in the Cotton Belt, through the lens of economic development outcomes. We will view local needs and drivers within a regional context, as the team’s “talent based approach” recognizes that talent is a regional issue which does not adhere to municipal boundaries. This will help Addison to preserve and enhance its existing neighborhoods and communities while focusing growth in strategically located, compact areas that will drive economic development outcomes into the future.

Statement of Qualifications: Ady Advantage



ADY ADVANTAGE COMPANY PROFILE

Voltedge, Inc. dba Ady Advantage
301 S. Blount Street, Suite 103
Madison, WI 53703
608.663.9218

Ady Advantage (www.adyadvantage.com) is a woman owned economic development consulting firm established in 2003 by Janet Ady, a second generation site selector. Unlike generalist planning or marketing consultancies, the main focus of Ady Advantage is to serve organizations and communities that seek to attract or grow business investment, attract talent, and enhance the quality of life in the areas in which they operate.

We work directly with companies and communities on business development, site selection, and talent development. We also provide economic development organizations with a full range of services from economic strategy to implementation.

We are the only economic development consulting firm that seamlessly transitions from economic development research to competitive positioning and implementation activities such as strategic planning, marketing, branding, and developing ED websites. The diagram below summarizes our core services.



Relevant Experience

- Ady Advantage has worked with many municipalities over the years including, but not limited to: Cloquet, MN; Waupun, WI; Brunswick, GA; Washington County, WI; Washington County, VA; City of Richmond, IN; Pocahontas County, IA; and Indian River County, FL.
- We have also done work in Texas, which includes:
 - Presenting on Talent Strategies at the TEDC Annual Conference
 - Numerous projects for the Greater Houston Partnership ranging from recruitment strategies to marketing communication strategy.

Voltedge, Inc. dba Ady Advantage | 301 S. Blount Street, Suite 103 | Madison, WI 53703 | 608.663.9218 | AdyAdvantage.com

Statement of Qualifications: Gateway Planning



GATEWAY PLANNING GROUP COMPANY PROFILE

Gateway Planning Group LLC.
3100 McKinnon Street, 7th Floor
Dallas, TX 75204
817.348.9500

Gateway Planning (www.gatewayplanning.com) provides decades of combined public and private sector experience in urban design, town planning, transportation infrastructure and real estate development. Our work has historically contained a significant economic development perspective, as Gateway's outcome-oriented approach is both market-based and implementation focused.

Gateway has extensive experience throughout North Texas as the region's leading urban design and development strategies firm. It brings world class experience as "placemakers" to complement Ady Advantage's economic development experience.

Relevant Experience

The following recent initiatives help demonstrate our alignment with the Town of Addison's economic development initiative, with a focus on placemaking as a driver of real estate value and economic development:

- **Delivery of the Fort Worth High-Speed Rail Station Plan** study for the city and the MPO/COG, creating the platform for Downtown Fort Worth to benefit from the extension of the future Houston to Dallas HSR service by the Texas Central Rail Partnership with Japan, with a focus on economic development opportunities linking DFW, Austin, San Antonio and Houston.
- **Completion and implementation of the CityLine TOD master plan and TIF funding structure in Richardson, Texas** on the DART Red Line, resulting in construction of four million square feet of mixed use anchored by the State Farm Headquarters build-to-suit, providing 6,000 jobs and the reversal of the recent decline of the Telecom Corridor started by Texas Instruments more than 60 years ago.
- **Substantial completion of the 18-station planning and place-based economic development findings for the Durham-Orange Light Rail.** This brought together the GoTriangle Transit Authority, Chapel Hill, UNC, Durham, Duke University, NCCU and TJCOG, market analysis, station plan refinement, transit operation refinement, bike-ped connectivity, developer alignment and key infrastructure planning for sustainable TOD and economic development to leverage the region's local commitment of funding and the effort to secure a Full Funding Grant Agreement from the Federal Transit Administration. The effort will help the region meet the demand for walkable, mixed-use environments, including preparation of "Transit-Ready" but not "Transit-Dependent" economic development opportunities.

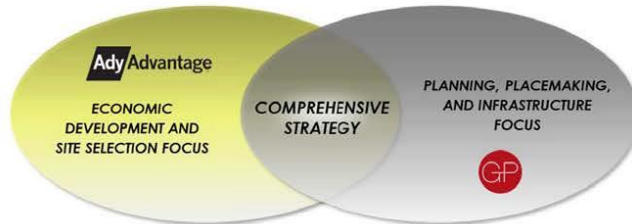


Project Approach

OUR PLACE-BASED ECONOMIC DEVELOPMENT APPROACH

By marrying economic and community development with workforce development/attraction strategies, further leveraged by a renewed focus on the growing role of restaurants, tourism and entertainment, the Ady Advantage team proposes a comprehensive strategy that is singular, coordinated, and positioned for successful implementation. Our recommendations will align short and long term goals by integrating traditional economic development, placemaking/town planning and infrastructure strategies in a comprehensive manner, with a focus on results and ROI from an economic development perspective.

The following pages point out some of the key drivers in economic development today and how these changes will be reflected in our methodology.



Project Approach (continued)

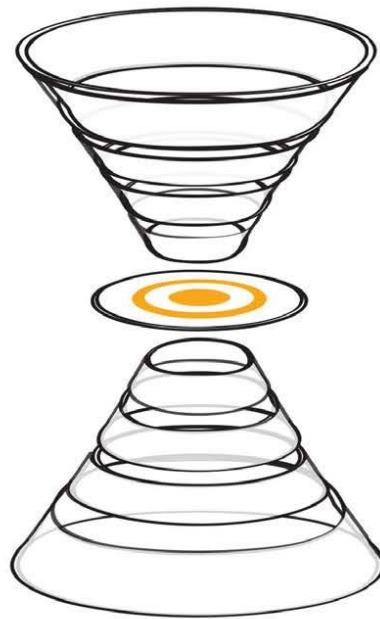
DRIVER	IMPACT ON OUR METHODOLOGY
<p><u>Talent</u> is the leading driver for company expansion and relocation decisions – specifically the sustainable availability and productivity of talent.</p>	<p>The ability to develop, attract, and retain talent will play a more central role than in traditional ED strategic plans. For example:</p> <ul style="list-style-type: none"> • We will interview companies and talent agencies to understand the current strengths and weaknesses of the Addison talent market. • We will use our “talent-led cluster analysis” methodology, which is based on occupations instead of industries. • We will include a talent strategy component to the overall plan, ensuring that we identify actionable steps to address key talent issues. • We will survey residents and employees to gain their input on Addison as a place to live, work and recreate, and in terms of their priorities for quality of place. (OPTIONAL) • We will review best-in-class talent strategies and incorporate relevant tools and strategies into the Addison plan. (OPTIONAL)
<p>Economic developers have always promoted “quality of life” as a location and business growth factor. However, with the increased importance of talent development, retention and attraction, the broader concept of “<u>quality of place</u>” both for the talent pool and the business community has come to the forefront.</p>	<ul style="list-style-type: none"> • We’ll incorporate input from constituents beyond the typical economic development partners, and investigate the impact of quality of place on talent attraction and business success and growth. • Utilizing the team’s experience in urban design, town planning and real estate development, we will provide specific place-based insight. This will provide land use and development strategies in a comprehensive manner that takes into consideration infrastructure needs and innovative financing mechanisms by which to successfully implement the types of locations, places and neighborhoods that attract today’s in demand workforce.
<p>In the traditional economic development framework, success drivers include readiness, alignment, and differentiation.</p> <p>These still hold true, but the <u>prevalence of rapid change and disruptive technologies begets a future dependent on value, authenticity, transparency, and the ability to evolve and improve</u>. The process used for Amazon HQ2 is just the latest in a long series of events pointing in this direction.</p>	<ul style="list-style-type: none"> • We will analyze publications and social media and interview area businesses as part of our due diligence of Addison, assessing your image and reputation and identifying opportunities and challenges. (OPTIONAL) • We’ll also include social media not just as a communications channel for your marketing messages, but for the potential that social media has to build momentum for your strategies, whether that is engaging younger people or using viral techniques to advocate for issues and promote your community. (OPTIONAL)

Project Approach (continued)

DRIVER	IMPACT ON OUR METHODOLOGY
<p>Investment in <u>modern infrastructure</u> is increasingly separating economic development winners and losers in the U.S., as old and crumbling infrastructure combined with dwindling investment in maintenance and new infrastructure plagues more and more cities. Places that are investing in modern infrastructure are reaping benefits in business growth and talent attraction.</p>	<ul style="list-style-type: none"> • We will analyze and compare Addison's infrastructure conditions and investments from a planning and business expansion perspective, and compare this critical quality of place factors with best-in-class vibrant and growing communities, identifying key marketable strengths and potential gaps and weaknesses with transportation infrastructure, utility infrastructure, etc. • We will also analyze and provide direction as to specific efforts that should be undertaken in terms of providing infrastructure that best supports the type of real estate development and placemaking sought by the workforce and employers. • It should be noted that not all "infrastructure" is physical. There are opportunities to adjust the "operating system" of existing assets to provide more walkability, mobility and other infrastructure goals.
<p>The ability of economic development organizations and their cities to <u>organize and develop a united front between business, government, and key institutions</u> has become a key marker of successful and forward-thinking EDOs. Creating working partnerships between public, private, and institutional leaders set the stage for long-term successful strategies. Further, the ability of economic development, community development, workforce development, and tourism development to <u>converge on one overarching strategy with shared goals and objectives</u> has become the hallmark of progressive and successful placemaking.</p>	<ul style="list-style-type: none"> • We will evaluate Addison's partnership strategy, and its track record for key power centers – business, government, institutions – successfully working together on shared growth and improvement goals and objectives. • Our team's experience managing multi-disciplinary efforts, including experience as a Master Developer of walkable, mixed-use developments, provides a strong base of experience by which to interact with and facilitate various stakeholders, bound by the need for implementable solutions that benefit existing entities and individuals while enabling future growth and attraction of new economic development engines.

Project Approach (continued)

Our approach is practical and leverages our knowledge of how businesses make location decisions. Our experience working with both EDOs and private companies gives us insight into how Addison can inventory its economic assets to help grow its economic base over the long term.



PHASE 1: DISCOVER

- Project Initiation Teleconference
- On-Site Addison Introduction Meeting
- Addison Market Assessment
- On-Site Visit(s)
- Talent-Led Cluster Analysis
- Initial Report

PHASE 2: DISTILL

- Positioning for the Region
- Positioning for Target Clusters
- Case Studies
- Vision and Goals Session
- Gap Analysis

PHASE 3: DO

- Economic Development Framework
- Strategic Placemaking Framework
- Final Presentation

Project Approach (continued)

SCOPE

The region of focus for this project is the Town of Addison; however, when determining the recommended target industries and looking at regional assets, we will use a larger region that will include surrounding communities/counties that fall within Addison's commuting patterns.

We will work with the Town of Addison to identify the right mix of interviewees for the on-site visits. We anticipate that the Town of Addison will coordinate the meetings (arrange the location, schedule, etc.).

We assume that the Town of Addison, or one of its economic development partners, will be able to provide us with specific data runs from Emsi for the purposes of some of the desk research.

OBJECTIVE

The objective of this engagement is as follows:

To create a comprehensive economic development strategic plan to sustain the quality of the community in existence and determine what needs to be done to prepare for the future.

Project Approach (continued)



PHASE ONE: DISCOVER

Step 1: Project Initiation Teleconference

Create a solid project management framework so that the project runs smoothly and review the project process.

- Determine project communication protocols.
- Identify the main point of contact for the Town and the Ady-Gateway team.
- Review project methodology and process.
- Share relevant background information.
- Provide a link to Ady Advantage's [Capacity Readiness Survey](#) for Addison team to complete prior to the on-site visit. This will allow us to identify and benchmark the town's self-reported current capacities and how it compares to peer communities.
- Establish logistics for on-site visits in Steps 2 and 4.

Step 2: On-Site Addison Introductory Meeting

Familiarize ourselves with the region, the town's project team and the various organizations that will be participating throughout the project.

- Half day on-site with up to four consultants.
- Windshield tour – Addison staff to take us on a tour of the town, pointing out key assets such as infrastructure, educational institutions, quality of place features, etc. to give us an introduction to the community.
- This visit will include interviews with Addison staff and key project partners to understand each group's role and priorities in strategy development and the eventual implementation of the economic development framework.
- Outline immediate next steps and timeline.

Step 3: Addison Market Assessment

Gain a baseline understanding of the Addison region and prepare background information to develop initial hypotheses for confirming/refining during the on-site visit. In addition, we will review and analyze the necessary plans and/or studies that will provide our project team with baseline information on talent, economic development, and tourism.

- Compare the Town of Addison, the county and the greater region to competing regions and states on the key location criteria that site selectors use when evaluating locations.
- Conduct a preliminary economic base analysis at the two-digit NAICS code level to determine the current wealth drivers for Addison and the greater region.
- High-level assessment of built environment, mixed uses, zoning codes, housing options.
- High-level assessment of mobility and walkability of Addison.
- High-level assessment of infrastructure.
- Marketing audit to review current and planned marketing activities like tradeshows, conferences, campaigns, etc. Audit the existing town website, including recommendations based on navigation, messaging, programming efficiency, online tools, and search engine optimization. Audit existing traditional and social media channels and suggestions for improving them. (OPTIONAL)
- Create an online employee/resident survey to be sent out and analyzed along with the on-site visit data. The goal of this survey is to understand current perceptions of the town/region, uncover challenges and get a sense of the strongest assets from both an economic development and placemaking perspective that Addison has to offer. Addison would be responsible for promoting this survey and/or sending it out to residents. (OPTIONAL)

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12

Project Approach (continued)



PHASE ONE: DISCOVER (CONT'D)

Step 4: On-Site Visit

Further explore the assets of Addison from an on-the-ground perspective. Visit with key stakeholders to better understand key opportunities/challenges for Addison and the region, and gain their input on key topics.

- The on-site visit will include six man days (i.e. three consultants on site for two days each). **A sample itinerary is below.**
- The visit will include:
 - Mock Site Visit – Addison will treat us as a site selector with a prospective project and show us the best sites and buildings it has to offer. Ady Advantage will conduct a high-level assessment of the “readiness” of these properties.
 - One-on-one interviews with large and representative employers in Addison and the county.
 - One-on-one interviews with key stakeholders, including city council members, workforce development representatives, local educational institutions, chamber representatives, Main Street representatives, tourism representatives, community development representatives, Addison Business Association, etc.
 - Focus group of young professionals that either live or work in Addison.
 - Stakeholder input session: On the final day on-site, we will hold a two-hour work session. This will be an opportunity to gather input from stakeholders in the region, educate them on this project and gain buy-in.

Note: We can be flexible in the format and order of these items in order to incorporate feedback from as many parties as possible.

SAMPLE ITINERARY: DAY ONE ON-SITE			
	Consultant 1	Consultant 2	Consultant 3
8 a.m. – 9 a.m.	Kick-Off Meeting with Internal Team		
9 a.m. – 10 a.m.	Mock Site Visit		
10 a.m. – 11 a.m.			
11 a.m. – 12 p.m.			
12 p.m. – 1 p.m.	Lunch		
1 p.m. – 2 p.m.	Stakeholder Interviews/Focus Groups	Stakeholder Interviews/Focus Groups	One-on-One Employer Interviews
2 p.m. – 3 p.m.			
3 p.m. – 4 p.m.			
4 p.m. – 5 p.m.			
SAMPLE ITINERARY: DAY TWO ON-SITE			
8 a.m. – 9 a.m.	Stakeholder Interviews/Focus Groups		
9 a.m. – 10 a.m.			
10 a.m. – 11 a.m.			
11 a.m. – 12 p.m.	Lunch		
12 p.m. – 1 p.m.	Initial Findings Meeting with Project Team		
1 p.m. – 2 p.m.	Stakeholder Input Session		
2 p.m. – 3 p.m.			
3 p.m. – 4 p.m.			
4 p.m. – 5 p.m.			

Project Approach (continued)



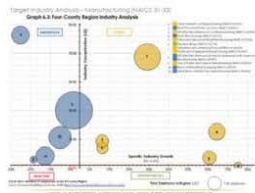
PHASE ONE: DISCOVER (CONT'D)

Step 5: Talent-Led Cluster Analysis

We will conduct a talent-led cluster analysis that focuses on available talent for specific industries and look at emerging industries based on talent pipelines and inventory in the region.

- Review and evaluate existing data on industry targeting.
- Conduct a cluster analysis at the 4-6 digit NAICS code and marry that data with SOC code data (occupations).
- Use various screening criteria, such as stakeholder input, market growth, supply chain opportunities, etc. to recommended up to five industry clusters to focus on for future growth.
- Recommend three to five target clusters.

Example of Talent-Led Cluster Industry Analysis



Step 6: Initial Report

Present findings to date and discuss with the Addison team.

- Telephone/Webex presentation to review findings to date and present the recommended industry clusters.
- Confirm industry clusters with the Addison team.
- Plan for next steps.

PHASE TWO: DISTILL



Step 7: Positioning for Region

Determine the unique mix of assets in the Addison region and determine its competitive set.

- Using the location criteria, as well as other desk research and findings from the on-site visit, identify other regions with which Addison competes, and how it compares with each.
- Develop asset maps for costs and conditions in the region.
- Create a positioning statement and supporting positioning points for the town/region.

Project Approach (continued)



PHASE TWO: DISTILL (CONT'D)

Step 8: Positioning for Each Industry Cluster

Determine the most important costs/conditions for each recommended industry cluster, as well as the region's competitive set for each industry.

- Develop industry cluster-specific asset maps.
- Identify the region's competitive set for each industry cluster.
- Create a positioning statement for each industry cluster identified. This statement will become the baseline for communicating the benefits of the town/region when attracting companies in these industries.

Step 9: Best Practices (OPTIONAL)

Provide Addison with several viable futures through case studies showing strategies that have been used by other successful communities. These will include case studies from both within the region and those outside of DFW to provide Addison with the greatest possible understanding of best practices and successful implementation strategies.

- Select up to ten case study examples from communities that are similar to Addison. We will look at communities that are doing unique and innovative things, which may include, but is not limited to, the following topics.
 - Talent
 - Placemaking
 - Infrastructure
 - Organizational issues
- This may involve looking at different communities for certain aspects, so that Addison may see a variety of solutions to similar issues that they are facing.

Step 10: On-site Visioning and Goals Work Session

Lead stakeholders and/or project team members through a workshop where we share the asset maps and the case studies, and then work with them to create several viable futures. We select the elements of each that we want to pursue, and articulate the associated goals.

- Work session revolving around visioning and goals for the region, related to economic development, but also taking into account workforce development, community development, and tourism, as they relate to economic development.
- This will include at least two Ady Advantage team members for a three-hour in-person session. Additional team members may attend via Skype or teleconference.

Project Approach (continued)



PHASE TWO: DISTILL (CONT'D)

Step 11: Gap Analysis

After the visioning and goals work session, we will pair that information with the research from all previous steps to identify where the gaps might be and build a gap analysis to inform the strategies.

- Determine what is needed to get Addison best positioned to attract the end users, talent and diversity of business sectors as identified through the goals and visioning session.
- Report on the gaps between the current state of Addison and its goals for the future.
- These gaps will help inform the strategies we develop for the final deliverable.

PHASE THREE: DO



Step 12: Economic Development Framework and Strategic Recommendations

Develop a framework and strategic recommendations for the region based on research findings that will best accomplish the region's goals and visions.

- Develop an economic development framework that identifies specific strategies to achieve the organization's goals. It will include short-term, intermediate-term and long-term strategies to achieve Addison's goals.
- The framework will build off of the 2010 strategic plan and adjust and evolve based on the findings from this project. We will provide high-level strategic recommendations in the following areas:
 - **Organizational** - Recommend beneficial initiatives/partnerships that could be established to help meet the goals of the region. Gateway Planning will provide its local knowledge of potential strategic partners and efforts.
 - **Business Retention/Expansion and Recruitment** - Recommend strategies to attract and retain businesses, especially those within the identified target clusters. Various go-to-market strategies (which Ady Advantage could provide as a next phase) will be identified as a result of this plan. Next marketing steps may include website updates, marketing collateral, site selector outreach, social media, targeted outreach to target industry companies, tradeshows and conferences, etc.
 - **Talent** - Foreseeing the increasing importance of talent in economic development, Ady Advantage published "The Talent Toolbox" book in 2015. We have since fleshed out the concepts from this book into an open-source Talent Strategy Platform, and regularly consult with communities to develop talent strategies.
 - **Placemaking** - An initial assessment and a recommended course of action including strategies to create the types of neighborhoods and communities that attract employees and employers. This piece will include recommendations on growing Addison's restaurant sector. It will also include recommended strategies to align current and future infrastructure needs with the aforementioned placemaking strategy, bridging both physical design to promote vibrant, walkable and connected places in addition to potential financing mechanisms by which to implement such efforts.
- The framework will include metrics of success that can be measured one year after implementation and two years after implementation. This can also act as a baseline for future efforts and studies.

Project Approach (continued)



PHASE THREE: DO (CONT'D)

Step 13: On-Site Final Presentation

Wrap up all research findings and present our recommendations to the Addison team.

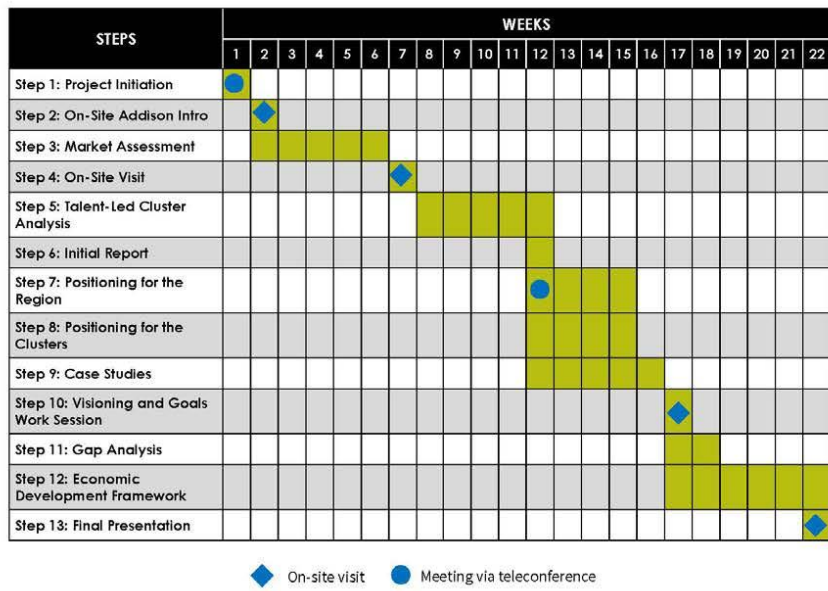
- In-person, three hour final presentation of the economic development framework, with up to three Ady Advantage team members.
- Discussion of next steps (if applicable).

Project Timeline

PROJECT TIMELINE

Ady Advantage will be on-site four times during this project for the on-site visits in Steps 2, 4, 10, and 13, which will include 13 man-days in the region. The rest of the meetings will be held via teleconference or Skype. Additional site visits can be added to the approach to meet the needs of Addison, for an additional fee (see project investment section). **Gateway Planning, as a local player, could be made available should the need arise for additional meetings, when necessary.**

Our approach is illustrated by the following timeline. The project will take an estimated 22 weeks to complete. This timeline can be accelerated within reason to meet the needs of Addison.



Project Budget

PROJECT INVESTMENT

The not-to-exceed fee for professional services is \$100,000. This includes all out-of-pocket expenses for travel. Not included are expenses related to data access. For this project, Ady Advantage will require access to the Emsi or Chmura's JobsEQ database. If the Town of Addison or one of its partners can provide us data runs from this data set, there will be no additional cost. If not, we can purchase a temporary subscription to the required data for approximately \$3,500.

This cost does not include **OPTIONAL** items as noted in the proposal. The pricing for these value-add options are as follows:

- Step 3: Marketing audit - \$2,500
- Step 3: Stakeholder Survey and Analysis - \$6,400
- Step 9: Case Studies - \$10,000

We believe that if selected, it would be advantageous to sit down and jointly refine the scope so as to ensure that the base budget provides a meaningful outcome. We also believe that additional work tasks could be leveraged into additional ROI from the work effort.

Payment Terms. Payment terms may be determined upon contract negotiation. Normal terms are one-half of the project fee upon project initiation, with the remaining due immediately due upon project completion. Net 10, 1.5%.

Ady Advantage reserves the right to prepare a revised proposal if the scope changes significantly from what is described in the Detailed Methodology section of this proposal. Ady Advantage shall provide a written proposal and will get approval from authorized staff before beginning any additional work.

Should the project be cancelled or progress postponed for more than 45 days, the client shall pay one-half of the estimated cost or actual costs for the work performed to date, whichever is higher.

Other Terms and Conditions. This proposal is subject to our standard General Terms and Conditions, a copy of which is available upon request. This estimate is valid for 30 days.

Confidentiality. This proposal is the confidential and proprietary information of Ady Advantage. Please disclose it only to individuals in your organization who need to know and inform them of its confidentiality. Do not disclose it to individuals outside of your organization without the prior permission of Ady Advantage.

References



WASHINGTON COUNTY, VIRGINIA

To help aid future growth and diversify away from coal mining, Washington County needed to cut through the clutter and create a meaningful positioning for the community that spoke to site selectors and relocating/expanding businesses. In order to accomplish this, it would have to align county constituents and towns within the region, as well as determine how best to focus its limited marketing resources. It retained Ady Advantage and Phil Schneider to develop an economic development strategic action plan, new brand identity, and website to help focus and guide its efforts in today's uber-competitive economic development climate.

PROJECT EXAMPLE: Community Input and Alignment, Strategic Plan, Branding, Website, Collateral and Lead Generation Activities

- Conducted market research and interviews with a broad range of leaders, managers, and employers across a broad range of industries.
- Facilitated roundtable discussions between county and town constituents to generate alignment and a shared vision.
- Distilled findings from primary and secondary research and created an economic development strategic plan that included the identification of target industries.
- Developed the following go-to-market activities: a new logo and brand that represents the strategic location of Washington County; a modern, easy to use website that speaks to site selectors and relocating/expanding companies; and a regional profile that puts everything a site selector looks for in one place.

RESULTS TO DATE

Washington County's successes have accelerated since partnering with Ady Advantage. It is more focused on the types of projects that are good fits, and more successful in the projects it pursues. The economic development strategy we crafted with them has resulted, in part, with new better alignment with regional partners, leveraging investments and creating regional successes.

Reference

Jason Berry
Washington County, Virginia
County Administrator
276.525.1300
jberry@washcova.com
<http://www.washingtoncountyyva.com>

References (continued)



JOINT ECONOMIC DEVELOPMENT INITIATIVE OF SOUTHERN OHIO

The Southern Ohio region consists of four geographically small but highly populated counties just south of Columbus, Ohio. Its historic claim to fame is a Department of Energy facility that for decades was the economic driver of the region but which is now being decommissioned. This regional group emerged to strategically build new bases of economic growth and vitality. Ady Advantage has worked with them from their initial target industry analyses, branding and website to ongoing recruitment programs.

PROJECT EXAMPLE: Target Industry Analysis, Marketing Plan, Branding, Website and Collateral

- Five days in the region: one each per county plus one day providing a wrap-up presentation to multiple stakeholders.
- Evaluation of existing industries, as well as potential emerging and/or growth industries.
- Determine which industries would place the greatest value on the unique mix of assets in the region.
- Develop marketing materials to attract businesses in each target industry. This included regional profiles, target industry profiles and a website.

RESULTS

- In 2013, 103 jobs were created, as well as \$18,264,000 total investment.
- In 2014, 462 jobs were created and 1,326 jobs retained, as well as \$53,565,200 total investment.
- In 2015, 142 jobs were created and 195 jobs retained, as well as \$27,480,127 total investment.
- In 2016, Jobs Ohio's economic scorecard showed investment of over \$175 million since our work began in 2013.

SPECIFIC EXAMPLES OF RELOCATIONS AND EXPANSIONS

- Southland International Truck Center created 50 jobs, retained 14 jobs, invested \$12 million, and built a new 100,000 sf facility.
- Rural King created 160 jobs with the opening of a 930,000 sf warehouse and distribution center.
- Mako Finished Products is adding value to local company OSCO Industries, a gray iron foundry. Mako is the first new manufacturing company to open in Scioto County in ten years.
- Haverhill Chemicals was acquired by Altivia Petrochemical. With the renewed operation of the plant, Altivia will restore over 100 jobs in Southern Ohio.

Reference

Chris Manegold, CECD
Economic Development Alliance of Southern Ohio
Chief Executive Officer (retired)
740.804.6092 m
www.choosesouthemohio.com



References (continued)

FORT WORTH HIGH-SPEED RAIL STATION AREA ANALYSIS – FORT WORTH, TEXAS

In coordination with its public partners, the North Central Texas Council of Governments (NCTCOG) and its Regional Transportation Council have initiated the implementation of high-speed rail (HSR) between Fort Worth and Dallas with three stations. Gateway Planning was hired by the NCTCOG to study the most feasible and preferred location for the Fort Worth station, undertaken in line with the DFW Core Express Service (CES) and the Mobility 2040 Metropolitan Transportation Plan's one-seat ride.

PROJECT SCOPE

- Market Analysis
- Land Use
- Project Management
- Planning P3 Opportunities
- Urban Design

RECOMMENDED STATION LOCATIONS

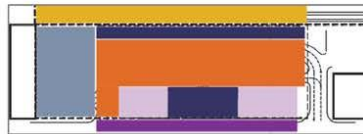
The station area options were identified through a process with staff using the potential rail alignments through the central core of Fort Worth. Based on the process documented in the final report, the recommended station location is the existing Intermodal Transportation Center (ITC) area in Downtown. Adding HSR service to downtown could also elevate the city in terms of its international economic development and innovation.

Additionally, the Gateway Planning Team built the analysis and assumptions in preparation for the final FRA Environmental Impact Study (EIS) currently underway as part of the greater Houston to Dallas HSR system. The analysis also included detailed recommendations for mobility on-demand services, autonomous vehicles, integrated transit systems, and related smart phone technologies.

The project was completed in August 2017 on time and on budget. Implementation depends on if the funding and viability for HSR through downtown Fort Worth comes to fruition.

Reference

Kevin Feldt
NCTCOG
kfeldt@nctcog.org
817.704.2529



References (continued)

D-O LRT TOD + VALUE CAPTURE PLAN – GO TRIANGLE, NORTH CAROLINA

Gateway Planning was hired in the fall of 2016 to work with GoTriangle in the planning of 18 future Durham- Orange Light Rail Transit (D-O LRT) Stations for the future LRT system linking UNC-Chapel Hill and Duke- Durham, including a value capture initiative to provide gap financing for the FTA Full Funding Agreement Process.

Additionally, an integrated and comprehensive affordable housing program is being developed for the light rail corridor as part of the project. Gateway Planning serves as the prime contractor undertaking the lead for the planning, economic analysis, urban design and station area engineering process. Gateway Planning also manages several subcontractors serving as data manager and deputy project manager.

PROJECT SCOPE

- Transportation and Land Use Planning
- Project Management
- Public Engagement
- Market Analysis
- Economic Feasibility



The project is ongoing and proceeding on time and on budget.

Reference

Patrick McDonough
 Project Manager
pmcdonough@gotriangle.org
 919.485.7455



Team Members: Overview

ADY ADVANTAGE

Ady Advantage has put together a team of professionals with diverse backgrounds in order to bring in-depth, specialized knowledge to the Town of Addison. All team members listed below will be actively engaged in this project.



Janet Ady, president and CEO of Ady Advantage, will serve as account supervisor. Janet is a strategy and economic development subject matter expert. She has led major initiatives for numerous regional programs across the United States and is a sought-after strategist, economic development consultant, and speaker.



Phil Schneider, site selection practice leader for Ady Advantage, will serve as expert consultant. Phil has over 30 years of management consulting experience developing strategy and solutions in the fields of global location, site selection, incentives negotiation, and economic development. Phil has led hundreds of site selection projects across industries and corporate functions. He spent seven years with Fantus Consulting, followed by 18 years at Deloitte Consulting where he was the Partner leading their global location strategy and site selection practice.



Jason Vangalis, strategic economic development project manager for Ady Advantage, will support the development of the placemaking plan. Jason brings experience in international business attraction and development. At Ady Advantage, he leverages his passion and experience to deliver consistent results, driving projects that create targeted solutions for communities and economic development organizations.



Mark Knickelbine, marketing project manager for Ady Advantage, will help incorporate marketing recommendations into the placemaking plan. Mark brings depth of experience in all forms of marketing and communications as well as a strong background in economic development, workforce development, and public policy.



Ashley Scray, research manager, will lead the research components of the project. Ashley is experienced in qualitative and quantitative research, and her areas of expertise include workforce/occupational analysis, economic base analysis, target industry identification, and related areas.



Jordan Ackerman, market research analyst, will conduct various types of research to support the project. Jordan is skilled at synthesizing primary and secondary data, and some of his recent projects include composing regional profiles and target industry sheets, performing stakeholder/employer interviews, and co-facilitating focus groups.

Team Members: Overview (continued)



GATEWAY PLANNING



Scott Polikov, founder and principal of Gateway Planning, will oversee all the urban design, placemaking and infrastructure strategies work. He is a town planner and development consultant who started his professional life with Patton Boggs, practicing law in Washington D.C. Returning to Texas, Scott was appointed as a board member of the region's transit authority, Capital Metro, and the MPO for the Greater Austin Region. Alarmed that the MPO's Long Range Transportation Plan ignored development patterns in a sustainable way, Scott changed careers and formed Gateway Planning Group.

Brandon Palanker, partner of Gateway Planning, will be the primary local contact for the project. He has over 12 years experience as Master Developer of mixed-use environments, bridging urban design, walkable infrastructure and real estate. While at Renaissance Downtowns, Brandon helped create, launch and manage the innovative "Crowdsourced Placemaking" public engagement platform, leading to significant entitlements in high-barrier to entry and NIMBY strong markets. His focus on "Place-Based Economic Development" creates the types of environments that attract talented workforces and employers.

Brad Lonberger, principal of Gateway Planning, focuses on regional planning, economic and environmental sustainability, mixed-use development, multifamily residential and green infrastructure. Brad joined Gateway Planning in 2010 from the Los Angeles office of an architecture and urban design firm headquartered in Washington D.C. He has worked on a variety of projects involving military-housing planning and affordable housing for workforce and senior living. He will support Scott's efforts to provide additional urban design and placemaking insight for the project.

Kelsey Berry, principal of Gateway Planning, has a passion for design and planning. Born and raised in Salt Lake City, Utah, she joined Gateway Planning in 2013 as a graduate student at the University of Texas at Arlington and quickly climbed to principal by 2016. She has worked with cities and local governments across the country leading downtown revitalization and highway infrastructure economic development analyses, as well as integrating extensive public engagement and community outreach efforts into the process. Her work has won awards in Texas and Arkansas. Kelsey will play an active role in town planning and urban design strategies.

Team Members: Full Biographies



Janet Ady

President and CEO
608.663.9218 ext. 201
jady@adyadvantage.com

PROFESSIONAL EXPERIENCE

Ady Advantage, President and CEO
With Ady Advantage since: 2003
Years in career prior to Ady Advantage:
17 years

MEMBERSHIPS/AFFILIATIONS

Faculty Member, Heartland Economic Development Institute
Author, *The Rural Economic Development Toolbox* (2014) and *The Economic Development Talent Toolbox* (2015)
Regularly speaks and teaches on Economic Development business and marketing strategy
Northeastern Economic Developers Association, Mid-America Economic Development Council, member

EDUCATION

J.L. Kellogg Graduate School of Management at Northwestern University, Evanston, IL; Masters in Management (M.B.A.)
University of Illinois at Champaign-Urbana, B.S. in Business Administration

Janet Ady is an experienced business strategy consultant, author, and speaker who focuses on helping both communities and companies meet their growth and diversification goals.

As president of Ady Advantage, Janet has worked with over 400 economic development organizations and utilities throughout North America. She brings expertise in research, branding, and marketing to provide integrated solutions for initiatives ranging from target industry analyses and economic development websites to brownfield re-use and marketing programs and strategic planning.

Having special interest and expertise in rural economic development, economic development talent strategies, and agribusiness development, she has written books and articles on these topics and authors an industry-leading blog with thousands of readers.

Janet conducts a great deal of field work each year for both her economic development and corporate clients. Over her career, she has interviewed more than 3,000 business and technical decision-makers at a wide range of companies. Her knowledge of multiple industries allows her to provide value to individual businesses as well as communities and regions targeting specific sectors.

She brings an in-depth knowledge of the site selection process, especially in terms of understanding what factors are evaluated during each step along the decision-making process and how to optimally position places while developing compelling, differentiating messages.

On the corporate side, Janet consults with companies looking to grow, diversify, expand, and relocate. Services range from site selection to growth planning and business development strategy.

Team Members: Full Biographies (continued)



Phil Schneider

President, Schneider Consulting, LLC
 Site Selection Practice Leader, Ady Advantage
 630.841.2953
pschneider@adyadvantage.com

PROFESSIONAL EXPERIENCE

President, Schneider Consulting
 Director, Fantus Consulting: 7 years
 Partner, Deloitte Consulting’s Strategy & Operations practice: 18 years
 Over 30 years of management consulting experience in the fields of corporate global location strategy, site selection, incentives negotiation, and economic development strategy
 President and Chairman of the Board, Site Selectors Guild

EDUCATION

Masters degrees from the University of Wisconsin

Phil Schneider has over 30 years of management consulting experience in the fields of corporate global location strategy, site selection, incentives negotiation, and economic development strategy. He has conducted nearly 400 engagements cutting across industries and corporate functions, from heavy manufacturing to high technology, headquarters, R&D, call centers, and shared services. For his corporate clients, Phil:

- Developed corporate location strategy and selection decision process.
- Screened and analyzed countries, states, and cities to identify locations meeting specific company and project criteria.
- Conducted field due diligence to inspect sites, labor markets, infrastructure, support services, living conditions, and other business conditions and costs.
- Developed the operating costs and business condition benchmarking models.
- Created negotiation strategy and led corporate negotiations for government incentives and real estate acquisition.

Some of Phil’s past corporate location clients include Allen-Bradley (Rockwell), American Express, Amgen, A-Mold Wheels, Andersen Window, Apple Computer, Armour Swift-Eckrich, Ashland Inc., Asten Johnson, Baker & McKenzie, Bank of America, Bank of New York, Barney’s of New York, Batesville Casket, Blue Cross Blue Shield, Bosch, Bridgestone, The Capital Group, Caterpillar, Cliffs Natural Resources, Concentrix Solar, Crown Equipment, Deloitte, Diebold, Elkhem Solar, The Gap, Genentech, Grainger, Hill-Rom, HP, Hyundai, Jo-Ann Stores, John Deere, Johnson & Johnson, Kellogg, Kennametal, Kmart, Kimberly-Clark, Lake Erie Screw, Land’s End, Mannesman, Mattel, McDonnell Douglas (Boeing), Meldisco Footwear, Metalpha, Michelin, Morgan Stanley, Mine Safety Appliances, Nestle, nVidia, Paypal, Peugeot, Pitney Bowes, Pittsburgh Glass Works, Potlatch, Pratt & Whitney, Q-Cells Solar, Raflatac, REC Silicon, REC Solar, Republic Steel, Soitec Semiconductor, Sherwin-Williams, SMA Solar, Spectrum Brands, Stryker, Synthes, Sun Life Financial, ThyssenKrupp, TriMas (Masco), and Toyota.

Team Members: Full Biographies (continued)



Jason Vangalis

Strategic Economic Development Project Manager

608.663.9218

jvangalis@adyadvantage.com

PROFESSIONAL EXPERIENCE

Ady Advantage, Strategic Economic Development Project Manager

With Ady Advantage Since 2017

Wisconsin Economic Development Corp. (2015-2017)

Wisconsin Energy Conservation Corp. (2013-2015)

EDUCATION

Northwestern University, Masters of Arts in Public Policy and Administration

University of Wisconsin-Madison, Bachelor of Arts in Political Science and History

National Development Council, Economic Development Finance Professional (EDFP)

FOCUS

Economic Development

Business Development

Foreign Direct Investment

Site Selection

Public Policy

Risk Analysis

Project Management

A tested and passionate economic development professional who brings experience in international business attraction and development.

Jason is passionate about economic development and delivering successful outcomes for clients. At Ady, he leverages his passion and experience to deliver consistent results, driving projects that create targeted solutions for communities and economic development organizations.

Jason's experience in economic development includes working with international businesses and governments on large-scale attraction and expansion projects. While at the State of Wisconsin's lead economic development agency, he worked on over 100 different projects and programs, including the development and launch of a statewide talent development program in advanced manufacturing.

Jason's experience also includes working with the State of New York's energy authority on community development. He collaborated with New York's largest utility providers to drive successful customer retrofit projects

Jason is a graduate of Northwestern University where he studied public policy and administration. Much of his research focused on public-private partnerships and the advantages that can be leveraged through collaboration.

Team Members: Full Biographies (continued)



Mark Knickelbine

Marketing Project Manager

608.663.9218 ext. 202

mknickelbine@adyadvantage.com

PROFESSIONAL EXPERIENCE

Ady Advantage, Marketing Projects Manager

With Ady Advantage since 2017

Years in career prior to Ady Advantage: 28 years

EDUCATION

University of Wisconsin-Madison

M.A. in English

University of Wisconsin-Madison

B.A. in Journalism

FOCUS

Marketing Strategic Development

Brand and Message Creation

Creative Campaign Development

A seasoned marketing professional who understands economic development and how businesses decision makers think.

Mark Knickelbine's 28 plus years of marketing communications experience have given him the chance to work in virtually every medium, from print to events, from direct mail to the web, and from news media contact to social media. Although he knows how to use many ways to communicate, Mark always begins from the same starting base: a thorough understanding of the target audience and how marketing strategies will get the kind of results our clients demand.

Immediately prior to joining the Ady Advantage team, Mark spent eight years as an economic development policy analyst in the Wisconsin Legislature. That experience acquainted him with the entire range of economic development initiatives: business attraction, retention and expansion, new business startups, site selection, angel and venture capital investing, business incentives at all levels of government, workforce development, and more. Mark crafted legislation designed to help small businesses thrive, attract business investment capital, and meet the workforce demands of next-generation manufacturers.

This unique combination of experience enables Mark to approach marketing strategy from an economic development perspective. He understands the opportunities and challenges that businesses, EDOs, and communities face, and the process corporate decision-makers follow as they determine how and where to grow their companies. This perspective enables Mark to craft marketing strategies, brands, and messages that move business leaders to act.

Mark's projects for Ady include community branding, strategic planning, site marketing, web and social media presence, and creative development of comprehensive multi-media campaigns.

Team Members: Full Biographies (continued)



Ashley Scray

Market Research Manager

608.663.9218 ext. 208

ascray@adyadvantage.com

PROFESSIONAL EXPERIENCE

Ady Advantage, Senior Research Analyst (2016-2017)

Ady Advantage, Research Analyst (2015-2016)

With Ady Advantage since: 2015

Northwestern Mutual, Administrative Assistant (2013-2015)

Pioneer Metal Finishing, Accounting Intern (2009-2014)

EDUCATION

B.S. in Management with minors in Accounting and Spanish

University of Wisconsin – La Crosse

FOCUS

Primary market research

Secondary market research

Data analysis and reporting

A tenacious and insightful researcher who knows how to analyze and mine qualitative and quantitative data in ways that support clients' marketing discovery, planning, and implementation.

Ashley Scray has a passion for research and data. Her management education provides the knowledge and experience to analyze qualitative data, while her training in accounting helps her understand the quantitative aspect of research as well. Clients benefit from her organized, logical, research-based approach, as well as her ability to clearly communicate and lead teams toward their goals.

Ashley believes that all good marketing strategies include some sort of research, whether it be qualitative or quantitative, or both. As the lead researcher at Ady Advantage, she cultivates both popular and more obscure sources of data to support clients in marketing discovery, planning and implementation.

Some of her recent projects include target industry analyses, focus groups, end-user market research, content development for economic development websites, and research to help in the development of marketing materials, such as regional profiles and target industry sheets.

Team Members: Full Biographies (continued)



Jordan Ackerman

Research Analyst
608.663.9218 ext. 206
jackerman@adyadvantage.com

An inquisitive researcher who knows how to evaluate and synthesize primary and secondary data to provide clients effective, sustainable solutions.

PROFESSIONAL EXPERIENCE

Ady Advantage, Research Analyst
With Ady Advantage since: 2017
WPS Health Solutions, Customer Support Liaison (2015-2017)
UW-M Libraries, Media and Reserve Assistant (2013-2015)

Jordan Ackerman has a passion for marketing and research. His marketing education provides the knowledge and background to analyze both primary and secondary market research to meet a clients needs. Ady Advantage's clients benefit from his ability to analyze information and leverage it towards finding solutions, as well as his attention to detail and ability to present raw data in an effective, meaningful manner.

EDUCATION

B.B.A in Marketing with a minor in Business Spanish
University of Wisconsin – Milwaukee

Jordan believes that every problem, whether it be for a larger community or for a single manufacturer, should be viewed from every possible angle and perspective. As a researcher at Ady Advantage, he evaluates and synthesizes every data resource available to support clients in finding the best possible solution for growth and sustainability.

FOCUS

Quantitative and qualitative research
Data analysis
Synthesizing and reporting

Some of his recent projects include composing regional profiles and target industry sheets, performing stakeholder/employer interviews, and participating in focus groups.

Team Members: Full Biographies (continued)



Scott Polikov

Principal and Founder

scott@gatewayplanning.com

MEMBERSHIPS/AFFILIATIONS

Served on National Boards for Congress for the New Urbanism and the Form-Based Codes Institute

Chaired TxDOT Urban Thoroughfares Committee (spearheaded Texas as first state for adopt ITE/CNU Manual for Walkable Urban Thoroughfares)

Council Member, Urban Land Institute Mixed-Use Development Council

EDUCATION

M.S., Community & Regional Planning

J.D. with Honors, The University of Texas
B.B.A., Finance with High Honors, UT Austin

Urban Retail Planning for Towns + Commercial Centers

KEY PROJECTS

D-O LRT TOD/Value Capture Plan

Dallas CityMAP - Dallas, Texas

Downtown Owensboro Plan + Code

CityLine/State Farm Mixed-Use TOD

Trinity Lakes TOD Plan, Code + TIF

Mountain View TOD, Riverton, UT

President of Gateway Planning, Scott Polikov is a national leader in harnessing the Economics of Place. Now a town planner, Scott started his professional life with [Patton Boggs](#), practicing law in Washington, D.C. Returning to Texas, Scott was appointed by the City of Austin to serve on the Capital Metro Transportation Board and represented the transit authority on the Metropolitan Planning Organization (CAMPO) Board. Alarmed that CAMPO's Long Range Transportation plan ignored development patterns in a sustainable way, Scott changed careers and established Gateway Planning to focus on walkable mixed-use places and the economics to create them.

Fifteen years later, Scott was selected to the College of Fellows of the American Institute of Certified Planners ([FAICP](#)) for his contribution to the planning profession by instilling the public interest into his private work, and a focus on development implementation in his public work.

Totalling more than \$5 Billion in constructed neighborhoods and \$3 Billion in context sensitive infrastructure, Gateway Planning's notable work includes leading the urban design analysis for Dallas CityMap—a 50-year plan for the reinvention of Dallas' urban highway corridors, as well as the redevelopment plans and FBC's for many historic downtowns such as Owensboro, Kentucky, Rogers, Arkansas and downtown McKinney, Texas, which Money Magazine underscored as the primary reason it named McKinney *Number 1 Best Places to Live in America in 2014*.

In addition, Gateway Planning led the form-based planning and rezoning of the Bush Station Area on the DART Light Rail Line in Richardson, Texas, setting the stage for the 5-million square foot mixed-use *CityLine* Development anchored by the new State Farm Headquarters. Along with team member Psomas, Gateway Planning led the planning and zoning in Riverton City, Utah for the 700-acre Mountain View Village TOD owned by Suburban Land Reserve (LDS Church) on the future extension of the TRAX light rail system south of Daybreak. Also, Gateway Planning led the birth of Heritage Creekside in Plano, Texas, a 130-acre mixed use corporate village for the Rosewood Property Company.

Team Members: Full Biographies (continued)



Brandon Palanker

Principal 3BL Strategies & GP Development

brandon@gatewayplanning.com

MEMBERSHIPS/AFFILIATIONS

Board Member, Stony Brook Real Estate Institute

Board Member, National Form Based-Codes Institute

Council Member, Urban Land Institute Mixed-Use Council

Center for Leadership, ULI-North Texas Class of 2018

EDUCATION

B.A. in Government, Pomona College

KEY PROJECTS

D-O LRT TOD/Value Capture Plan

Fort Worth HSR Station Area Planning

City of New Rochelle – Master Developer (Renaissance Downtowns)

Hempstead Village – Master Developer (Renaissance Downtowns)

Co-Creator – “Crowdsourced Placemaking” engagement platform

Brandon is a downtown and suburban revitalization strategist and developer of walkable, mixed-use environments. As a key member in the launch of Renaissance Downtowns, the northeast’s branded leader in the redevelopment of urban-suburban transit oriented downtowns, Brandon was co-creator of the company’s Unified Development Approach™ and innovative Crowdsourced Placemaking program.

During his tenure at Renaissance Downtowns, Brandon led new business development, public affairs and community engagement. He was instrumental in garnering community support and municipal entitlements for over \$10 billion of mixed-use development, representing over 10,000 residential units and nearly 20 million square feet of development potential. These successes occurred in some of the nation’s highest barrier to entry and NIMBY markets, demonstrating the potential for comprehensive public engagement based upon the ideals of social, environmental and economic responsibility (the Triple Bottom Line).

In 2015, Brandon formed 3BL Strategies to further his mission of catalyzing Triple Bottom Line revitalization for communities and regions across the country. 3BL integrates local placemaking and land use with regional infrastructure, transportation and public policy. This cross-silo approach supports the implementation of local and regional placemaking and development strategies that improve quality of life through improved quality of place, spurring job creation and sustainable economic development.

In January, 2017, Brandon moved to Dallas, TX to join forces with Scott Polkov of Gateway Planning Group to form a new real estate development entity, GP Development. This platform leverages Brandon’s experience as a Master Developer of walkable urban-suburban downtowns with Gateway’s proven ability to unleash economic and social value through integrating urban design, town planning, infrastructure and public-private financing strategies.

Team Members: Full Biographies (continued)



Brad Lonberger, LEED AP, CNU-A

Principal, Urban Design

brad@gatewayplanning.com

MEMBERSHIPS/AFFILIATIONS

Board Member, National Town Builders Association

Brad is a Principal with Gateway Planning Group, a town design firm focused on value-creation and driving development through market-based design and implementation strategies. He focuses on regional planning, economic and environmental sustainability, mixed-use development, multi-family residential and green infrastructure.

EDUCATION

M.ARCH, Architecture & Urban Design,
Univ. of Miami B.ARCH, Architecture,
Univ. of Miami, Coral Gables, FL

Brad joined Gateway Planning in 2010 from the Los Angeles office of an architecture and urban design firm headquartered in Washington, D.C. With this firm he managed various digital modeling productions within the Los Angeles office, including projects in Leander and Round Rock, Texas, Ventura, California and Honolulu, Hawaii. He has worked on a variety of projects involving military-housing planning and affordable housing for workforce and senior living.

KEY PROJECTS

D-O LRT TOD/Value Capture Plan
Fort Worth HSR Station Area Planning
Metroplan Central Arkansas Initiative
Downtown Rogers AR Plan + Code
Trinity Lakes TOD Plan, Code +

Brad received his Bachelor of Architecture and Master of Architecture in Urban Design from the University of Miami, Coral Gables, FL

Team Members: Full Biographies (continued)



Kelsey Berry

Principal

kelsey@gatewayplanning.com

EDUCATION

Master of City and Regional Planning,
Arlington, TX B of A., Journalism

Kelsey has a passion for design and planning. She has a Master's in City and Regional Planning from the University of Texas at Arlington with a focus in Urban and Suburban Design, and Kelsey is able to apply a wide range of talents to projects.

KEY PROJECTS

D-O LRT TOD/Value Capture Plan
Sachse - Comprehensive Plan
CityLine/State Farm Mixed-Use TOD
Mountain View TOD, Riverton, UT
Fort Worth HSR Station Area Planning

Her education in Journalism, English and Mass Communication from the University of Iowa also provides a foundation for community interaction and project delivery.

She has worked extensively with cities and local governments and produced award-winning planning work through school. Kelsey is self-taught in several design programs and is currently a member of the American Planning Association

Description of Legal Entity

LEGAL ENTITY

Voltedge, Inc. dba Ady Advantage

- Founded in 2013
- S-Corporation owned 100% by Janet Ady
- Number of Employees: 9
- No prior or pending litigation or lawsuits

Ady Advantage will contract directly with the city and will serve as the main point of contact on this project. Its subcontractors will enter into agreements directly with Ady Advantage using Ady Advantage's standard Subcontractor Agreement.

United States of America
State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

VOLTEDGE, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is December 12, 2003.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on September 07, 2017.

Handwritten signature of Mary Ann McCoshen in black ink.

MARY ANN MCCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>
Enter this code: **206483-B9C02375**

Conflict of Interest Questionnaire

CONFLICT OF INTEREST

Ady Advantage has no conflict of interest. The Questionnaire Form CIQ is not applicable.

Scope Addendum – 12/15/17



Town of Addison, TX
Proposed Addendum to RFP# 18-04
December 15, 2017

Mr. Wil Newcomer
Purchasing Manager
Mr. Orlando Campos
Director of Economic Development and Tourism

PROPOSED REVISIONS TO ECONOMIC DEVELOPMENT STRATEGIC PLANNING CONSULTING SERVICES PROPOSAL

Objective: The Town of Addison is interested in having more outreach components while staying within the constraints of the existing budget.

Proposed Solution:

1. Delete the current Step 2 which was a half-day on-site visit with Town staff with three of our team members.
2. Shift the consulting time allocated for Step 2 and reallocate it to Step 4, the on-site visit. Specifically, have one or two team members visit with the Town staff and use the remaining additional one-man day on-site to capture additional input from residents, business owners, and/or visitors. This could be through interviews, focus groups, and/or stakeholder meetings, depending on the number and composition of people you would like us to reach.
3. Shift the travel we had budgeted for Step 2 and reallocate it into Step 6, allowing us to do the initial report-out in person. This will also allow us to have another touchpoint with stakeholders as we share initial findings and capture additional input from them as part of the initial report out.
4. Add in two additional elements to capture community input: an online survey and poster boards at public locations.
 - a. The online survey would allow people who live, work, and/or visit Addison to provide their input.
 - b. Large poster boards with key questions noted, and markers so that people can share their thoughts. These would both be launched right after the project initiation and stay open through Week 8. That will allow us to analyze the input and share this as part of our Initial report out which takes place during Step 6 in Week 12.

Also note that we offer a great deal of flexibility in how our time on the ground is spent during the on-site visit in Step 4. This is not a change from the original proposal, as this is noted on page 13 directly above the sample itinerary. We could do additional focus groups in place of interviews, for example, or vice-versa, in order to best accommodate the number and composition of people you would like involved in this process.

Outcomes:

- Additional opportunities to gain input from local stakeholders:
 - One additional man-day on-site during Step 4
 - Shifting the initial report out in Step 6 into an in-person presentation to again capture additional input from stakeholders at the same time
 - An online survey
 - Poster boards to capture input from people visiting public spaces
- No loss in timeline or scope, and no impact on overall budget

Requested support from the Town of Addison

- Distribution and promotion of the survey link (perhaps also to include a standing page on the Town's website)
- Distribution and collection of the poster boards

Sincerely,

President