

February 11, 2022



PROPOSAL FOR COUNTY OF ROCK STRATEGIC PLANNING PROCESS

THOMAS P. MILLER & ASSOCIATES

Submitted to:

Shilo Titus
Purchasing Manager
Rock County Courthouse Purchasing Division
51 S. Main Street
Janesville WI, 53545

Contact:

Silvana Lavor
Director, Business Operations
Thomas P. Miller & Associates, LLC
Phone: 814-450-1987
Email: slavor@tpma-inc.com

APPENDIX A: PROPOSER CHECKLIST

APPENDIX A **PROPOSER CHECKLIST**

This checklist has been provided to assist Proposer in complying with RFP requirements. All items listed must be included with the Proposal. To assist in Proposal evaluation, Proposer shall cross-reference the required item with the applicable page in the Proposal.

Proposer shall check off each item as it is assembled into the proposal, enter the page number where the item can be found in the proposal, detach the checklist from the RFP and submit it as part of the Proposal.

<u>Item No.</u>	<u>Format</u>	<u>Proposal Page</u>
<input checked="" type="checkbox"/> Original + 10 Copies of Proposal	As specified in RFP	_____
<input checked="" type="checkbox"/> Proposer Checklist (this form)	Appendix A	<u>pg. 1</u>
<input checked="" type="checkbox"/> Vendor Profile	Appendix B	<u>pg. 2-8</u>
<input checked="" type="checkbox"/> Pricing	Appendix C	<u>pg. 9</u>
<input checked="" type="checkbox"/> Vendor Proposal Certification	Appendix D	<u>pg. 10</u>
<input checked="" type="checkbox"/> Project Schedule, Methodology-Approach and Management Summary	Narrative	<u>pg. 11-12</u>
<input checked="" type="checkbox"/> Contractual Issues	Narrative	<u>pg. 13</u>
<input checked="" type="checkbox"/> Subcontractors and Third Party Assignments	Narrative	_____

1. APPENDIX B: VENDOR PROFILE

COMPANY INFORMATION



Established in 1989, Thomas P. Miller & Associates, LLC (TPMA), provides comprehensive consulting services throughout the United States and internationally, working with nonprofit organizations, educational institutions, communities, local and state governments, and industry associations. TPMA is headquartered in downtown Indianapolis, located at 1630 N. Meridian Street #330, Indianapolis, IN 46202. With a staff of 47 professionals, across 12 states, the TPMA team possesses diverse professional experience and educational backgrounds but works collaboratively to provide our clients with holistic solutions. We provide expertise in assessing markets, identifying business sector opportunities, building innovation and entrepreneurial eco-systems, and organizing social and economic resources to implement community and economic development strategies.

Our firm empowers organizations and communities through strategic partnerships and data-informed solutions that create positive, sustainable change. TPMA envisions a world that thinks strategically, works collaboratively, and acts sustainably. Working toward that vision, we have provided clients with a range of services to design, develop, evaluate, and implement effective strategies.

RESEARCH & ANALYSIS // TPMA designs methodologies that focus on skills assets and liabilities linked to state and regional economies. Our skilled team of researchers utilizes comprehensive data sets and provides findings in easy-to-comprehend formats to inform policy and strategy. This includes work on labor market analyses, program feasibility studies, economic impact studies, and community needs assessment.

STRATEGIES BUILT FOR FUNDING // TPMA designs its strategies to be actionable and fundable. We identify federal, state, local, and foundation sources to support implementation as well as opportunities for public-private partnerships. Since 1989, we have obtained over \$300 million in funds for our clients.

COLLABORATIVE STRATEGIES // TPMA's emphasis is not just on strategic ideas, but strategic leadership and action-oriented goals – that is, helping leaders to identify data-driven opportunities and mobilize resources for implementation. We take a collaborative approach to planning, recognizing that the greatest impact is through the aligned goals of multiple stakeholders.

PARTNERS IN PLANNING // TPMA approaches all projects as a partner and values increasing the organization's internal capacity and relationships through partnership, research and evaluation, stakeholder engagement, and strategic/action planning. We prioritize creating and facilitating a collaborative relationship and engage the client in the design, expectations, commitment, and results of the project.

Scott Sattler- Strategic Advisor/Project Manager



Scott helps strengthen communities through economic development partnership. Bringing over 21 years of economic and workforce development to his projects, Scott is a Senior Strategic Advisor recognized for his contributions in revitalization, successful community partnerships, and project funding. Known for his exceptional versatility and adaptability, Scott's teams benefit from his team-building skills as well as his open communication. Striving to make a measurable impact, he created the Downtown Revitalization Committee as the Executive Director of the Perry County Economic Development Authority. As the Manager of Business & Industry for the

Workforce Investment Board of Southeast Missouri, he established their business retention and expansion program in a 13-county area. Scott works remotely but is based in Perryville, Missouri.

Scott has specialized certifications that lend additional credibility behind his actionable recommendations. These certifications include Economic Development Finance Professional (EDFP), Certified Facilitator Operation Jump First Step Entrepreneurship Course, and Certified Business Retention and Expansion Project Coordinator, Certified Workforce Development Professional (CWDP) and (MWDP).

CLIENT LIST & REFERENCES

Village of Pewaukee, Strategic Plan Update, WI, 2018-2019

TPMA was contracted by the Village of Pewaukee, Wisconsin to update the village's strategic plan which created in 2006 and revised in 2007. Because much progress had been made to the plan since its initial development, TPMA conducted a literature review of the village's historical planning efforts (e.g., plans and studies related to real estate, transportation, economic development, workforce development, etc.), followed by a scan of existing conditions locally, regionally, and statewide. The collection of data was completed by facilitating on-site public input forums with community stakeholders. These forums included focus group activities and generated ownership/community buy-in. Next, we facilitated three strategic planning workshops with the Village Board to establish the mission, vision, and values of the Village; define goals, objectives, and strategies; and identify metrics for success. The plan was drafted and released for public comment. Upon the public comment period, TPMA met with the Village Leadership to refine elements of the plan before our final on-site presentation to the Village.

Brown County Redevelopment Commission: Economic Development Plan, IN, 2018-2019

In 2018, Brown County Redevelopment Commission in Southern Indiana selected TPMA to develop its Brown County, Indiana Economic Development Plan. TPMA collected and analyzed data to develop an economic base assessment, community assets assessment, and opportunities for economic growth and sustainment. Unique to Brown County is its art and hospitality industry. TPMA engaged stakeholders from these sectors to develop a plan that not only spoke to industry needs, but also cross-sector partnerships. The plan included an action plan that is being used for implementation of strategies. The final plan can be viewed [here](#).

City of Jasper, Indiana, Comprehensive Planning, IN, 2018

TPMA was contracted by the City of Jasper to develop the economic development component of *Impact Jasper*, the Jasper Comprehensive Plan. In addition, TPMA completed a Dubois County Resiliency Study, in partnership with Dubois Strong, that examined the county's existing economic reliance on furniture

manufacturing and identified potential diversification methods or strategies. This Resiliency Study informed some of the outcomes of the Jasper Comprehensive Plan and was included as an Appendix.

Allegany County, Maryland: Economic Development Strategic Plan, MD, 2018

TPMA was contracted by Allegany County, MD, a mostly rural county along the Pennsylvania border of Maryland within driving distance to D.C., to develop a 200-page strategic planning document that will guide the county's economic development efforts over the next five years. The report comprises a summary of current and background conditions, results of stakeholder feedback, and the strategic plan with implementation strategy. To gather feedback about the strategy, the team collected digital surveys, conducted stakeholder focus groups, and completed three on-site visits to the county. The resulting plan, built using feedback from stakeholders and leadership, contains goals in housing development, workforce attraction and retention, tourism programming, and economic development programming. The implementation phase included creation of a high quality, branded website to assist in the County's marketing efforts in attracting residents and partnerships.

Morehead-Rowan County, KY: Economic Action Plan 2020

TPMA worked with Morehead-Rowan County Economic Development to develop the Moving Forward Morehead-Rowan Economic Action Plan, a comprehensive community and economic development Strategy for Morehead and Rowan County Kentucky. The plan was developed over a 12-month period from July 2019 through June 2020. The process included focus area assessments, asset mapping, SWOT analysis, and community engagement. A final plan and recommendations were developed that highlighted emerging opportunities in high-tech agriculture and manufacturing to complement a string base of tourism activity. Five focus areas were identified based on key findings and were aligned to an actionable implementation plan for economic development that supports regional prosperity.

Matthew S. Weaver, CPMD, Manager
Association of Central Oklahoma Governments
Phone: 405-623-5335, Fax: N/A
Email: mweaver@acokok.org

Jeff S. Bradley, Director
Allegheny County Dept of Economic & Community Development
Phone: 301-777-5967 Fax: N/A
Email: jbarclay@alleganygov.org

Jeff Barkley, Director of Economic & Community Development
Allegany County, Maryland
Email: jbarclay@alleganygov.org
Phone: 301-777-5967

Chris Stager, President & CEO
Economic Development Corporation of Elkhart County
Email: chris@elkhartcountybiz.com
Phone: 574-293-5627

PROPOSAL REQUIREMENTS

UNDERSTANDING OF THE PROJECT

Rock County is seeking to develop a comprehensive strategic plan that will guide visioning, development, and retention for the next three to five years. Rock County, located in the State of Wisconsin, comprises the Janesville-Beloit, WI Metropolitan Statistical Area and is included in the Madison-Janesville-Beloit, WI Combined Statistical Area. Being conveniently located between prairie and oak openings, Rock County has the richest soil found in any part of the country. Its county seat can be found sitting in Janesville, a unique location that serves as the center of travel.

Rock County conducted an excellence study in 2021 that suggested the development of a strategic plan to better the future. This strategic plan for Rock County will provide a foundation and vision for future growth and development. TPMA approaches strategic planning with tailored strategies that leverage the leadership qualities and existing resources of community partners. TPMA proposes to hold two virtual meetings with the County Board to ensure the project is running smoothly and efficient. The first meeting will be held in March of 2022 and the second will be August of 2022. Through thoughtful analysis, comprehensive strategy development, and a clear vision, TPMA will facilitate and prepare a strategic plan utilizing the process described below.

CONSENSUS BUILDING // We customize recommendations for our economic development partners based on relevant local data and personal interactions with stakeholders and residents. We accompany our community-specific recommendations with implementation schedules detailing timelines, partners, responsible parties, and funding options to allow a seamless transition from planning to implementation.

SCOPE OF WORK & DELIVERABLES

Task 1: PROJECT LAUNCH

TPMA will facilitate a launch meeting with Rock County Board leadership to review the scope of work and deliverables, design a communication plan and discuss any information that may help develop context for the project. Discussion topics include:

- Scope of work, project plans, timeline, and deliverables;
- Roles and responsibilities;
- Communication preferences and schedule for regular meetings;
- Desired outcomes and measures of success; and
- Priorities and goals of the County

TPMA values regular open communication with our clients. To support this project, we propose monthly update calls with Rock County. We will use this time to provide updates and next steps for the project as well as an opportunity for feedback on the work being done and any adjustments that need to be made.

We design communication schedules to build excitement and momentum for the final deliverables without creating excess burden on board members. Regular communication will also ensure messaging is consistent throughout the process and provide tools to communicate and advocate within the greater community. As part of the communication plan, TPMA will help develop sample language around the process as well as indicate when the messaging should be distributed and suggest communication channels and methods.

Timeline: March 2022

Deliverables: Project Understanding & Communication Plan

Task 2: DISCOVERY & SURVEY

Following the launch meeting, TPMA will gather and review relevant documents and organizational data. These documents will help inform the planning process by providing TPMA with an understanding of historical and current efforts as well as opportunities that pertain to the future of the organization. This high-level review will examine existing data to uncover opportunities and determine how the organizations' operational structure, programming, and policies currently impact partners and beneficiaries. The review will include local and regional documents, including the 2021 excellent study, and data related to:

- Strategic Initiative and Growth Plans
- Strategic goals and annual progress
- Existing regional & local plans

TPMA understands that inclusive community engagement is critically important to identifying and understanding community needs and impacts not easily measured with traditional quantitative data collection. TPMA will develop, administer, and analyze a survey for Rock County. The purpose of this survey is to provide an opportunity for all stakeholders to have a voice in the strategic planning process. There will be questions on this survey targeted at understanding the current culture of Rock County, the strengths, and weaknesses of the organization, as well as the opportunities and prioritizations for the next three years to five years.

TPMA will administer the survey online and will work to keep the survey short (no more than 15 minutes to complete) and will ensure anonymity for respondents by not sharing identifying information with Rock County once the survey is completed. TPMA will work with the Board Supervisors to determine the best ways to disseminate surveys to ensure participation from a variety of stakeholders. The survey will remain open for one week. Once closed, TPMA will clean, code, and analyze the survey data. Findings will be presented both graphically and in narrative form.

Timeline: April-May 2022

Deliverables: Data Review & Analysis, Survey & Findings

Task 3: STRATEGIC PLANNING MEETING & VISIONING

To bolster excitement and momentum for the strategic planning process, TPMA will facilitate a virtual, full day meeting with the Rock County Board of Supervisors to review the County's mission and vision statement, development a SWOT analysis and establish a clear expectation of priorities for the final plan. This full day session is designed to be respectful of the participants' time and to keep them fully engaged and excited about the process. It is particularly important that strategic planning sessions engage all participants fully, thus the session will be designed to engage all participants in a variety of ways. This meeting will be divided into a two-part session.

Session 1: Expectations, Review of Data, Mission and Vision Alignment

To foster an open and honest dialogue, the first session will start with expectation and norm setting, so all participants understand both the goals of the session and the norms that will guide the day. Norms may include active listening without interrupting; challenging but not criticizing; or asking questions to avoid making assumptions. TPMA will provide a review and reaffirmation of Rock County's Mission and Vision followed by a high-level overview of the Engagement survey findings. During the session, TPMA will guide the Board Members in an exercise to assess alignment and build a framework for planning.

TPMA will begin discussions with the Board about its mission and vision statements. Questions to stimulate conversation may include the following:

Mission: Succinctly describes the County's purpose, business, and values.

- *In simple terms, what does Rock County do?*
- *What role does the Rock County play?*

Vision: Describes how the world would be improved, changed, or different if Rock County were successful in achieving its mission.

- *What results will be seen in the area if successful in your work?*
- *Being as lofty as possible what is your ideal picture of the future of this area for the next three to five years?*

TPMA will draft mission and vision statements during the meeting and if necessary, continue conversations to revise and refine those statements after the meeting.

Session 2: SWOT Analysis, Future State and Strategic Direction

TPMA will guide the group through a Strengths, Weaknesses, Opportunities, and Threats (SWOT) assessment process to initiate strategic planning. The SWOT analysis will draw upon findings from review of relevant data. This session will result in a collection of successes, areas of improvement, and upcoming opportunities that should be considered within the strategic plan. This session will include high-level and inspirational conversation to help set the tone and direction of Rock County for the next 3 years. The desired future state conversation will draw on Board Member feedback and shift the SWOT analysis conversation from "what are the strengths and opportunities", to "which strengths and opportunities should we prioritize", and "which threats, and weaknesses are most critical". This session will produce measurable goals and objectives for the strategic plan, in addition to key performance indicators for the objectives. We will conclude with a well-developed series of actionable, achievable, and measurable steps.

As the session concludes, TPMA will review the overall goals for the session to ensure that the work developed during the session accomplished the goals.

Timeline: June 2022

Deliverables: Vision Alignment & Collaborative Planning

Task 4: DRAFTING OF STRATEGIC PLAN

TPMA will design a Strategic Plan Draft that includes organizational goals, priorities, and strategies for implementation over the next five years. The plan will build on Rock County's priorities and performance

goals. TPMA will discuss and analyze research findings, discuss options for Rock County shared vision, set strategic focus areas, and begin a roadmap to successful development.

- **Key Takeaways** -We will review key takeaways from previous tasks to inform discussion.
- **Vision Statement**- We will identify key words, phrases, and statements that could be used to confirm/revise the vision statement. Through a variety of activities this statement will be further refined into a solid vision for the future development of the organization.
- **Focus Areas**- We will present potential focus areas from survey results and in person meetings.
- **Actions** - TPMA will then focus on development of action items and strategies for each focus area.

Each section of the plan will address an inclusive approach to strategies and long-term implementation. Implementation strategy will include clearly defined roles for Rock County Partners and its Board Members including detailed actions and measurable performance indicators. Implementation will focus on key strategies with recommendations for immediate action and longer-term implementation for impact and sustainability.

The draft plan, in digital format, will be presented to Rock County for review, discussion, and recommendations for revision. TPMA will allow a period of 1-week for thorough review and will make any adjustments as directed.

Timeline: July-August 2022

Deliverables: Draft Strategic Plan

Task 5: STRATEGIC PLAN

TPMA will present the final plan to Rock County Board Members and all invited stakeholders virtually in September of 2022. This interactive presentation will include in-depth discussion of the planning process, Recommendations for educating and engaging future County Boards and a thorough review of the final plan.

The comprehensive plan will be designed in an easy-to-understand format that is appropriate for a variety of audiences. The plan will be made available in digital and hard copies including original file types for graphics, charts, models, tables, maps, and any other supporting documents.

TPMA proposes a six (6) month check in for review and updates to track the process of Rock County. We also suggest a scheduled strategy session that will be led by the County Board to reaffirm the vision and revisit goals and strategy so new leadership feel connected and are familiar with the plan. While this may be outside of the scope of work and timeline, we consider them to be critical pieces to successful implementation. These will be considered an “add-on” service and TPMA is prepared to execute these services at an additional cost.

Timeline: September 2022

Deliverables: Strategic Plan

2. APPENDIX C: PRICING INFORMATION

TPMA proposes a total budget of **\$49,900.00 plus travel** to perform the duties and tasks for this project. This includes all anticipated materials and personnel costs within this proposed scope. Budgets are based on staffing and labor costs.

Task	Cost
Task 1: Project Launch	\$12,420.00
Task 2: Discovery & Survey	\$12,160.00
Task 3: Strategic Planning Meeting & Visioning	\$13,280.00
Task 4: Drafting of Strategic Plan	\$9,600.00
Task 5: Strategic Plan	\$2,440.00
TOTAL	\$49,900.00*

*Plus travel

3. APPENDIX D: VENDOR PROPOSAL CERTIFICATION

ROCK COUNTY, WISCONSIN

PURCHASING DIVISION
FINANCE DIRECTOR



#2022-06
REQUEST FOR PROPOSALS
STRATEGIC PLANNING PROCESS
FOR
COUNTY OF ROCK
JANESVILLE, WISCONSIN

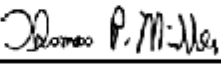
APPENDIX D
VENDOR PROPOSAL CERTIFICATION

The following certification must be submitted with Proposal.

I hereby certify that all prices included in this Proposal are accurate and binding for one hundred twenty (120) days from the Proposal due date.

I further certify that the total costs accurately reflect the total Proposal cost, and that the company which I represent will deliver services per the request for proposal for the total amount of \$ \$49,900.00 (see attached pages for detail).

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts or omissions of any agents or employees of the contractor.

	<u>2/3/2022</u>
Authorized Signature	Date
<u>Thomas Miller</u>	
Printed Name	
<u>CEO</u>	
Title	
<u>Thomas P. Miller and Associates, LLC. Thomas Miller</u>	
Company	
<u>1630 N Meridian St #330, Indianapolis, IN 46202. 317-894-5508</u>	
Address	
<u>317-894-5508</u>	
Telephone	
<u>millertp@tpma-inc.com</u>	
E-Mail	

4. PROJECT TIMEABLE, METHODOLOGY & PERSONNEL

	March	April	May	June	July	August	September
Task 1							
Task 2							
Task 3							
Task 4							
Task 5							
Communication							

METHODOLOGY/APPROACH

TPMA approaches all projects as a partner and values increasing the organization’s internal capacity and relationships through partnership, research and evaluation, stakeholder engagement, and strategic/action planning. We prioritize creating and facilitating a collaborative relationship and engage the client in the design, expectations, commitment, and results of the project. When developing a strategic plan, we strive to design a product that is practical. Our strategic planning process is designed to meet organizational needs, be dynamic, and deepen staff and board engagement; this ensures the final plan has the necessary support to keep it relevant.



Through ACTIION - Actionable Concepts to Integrate Innovative Opportunities Now - our comprehensive planning process is designed to create measurable impact – starting now.

TPMA will tailor the approach to the needs of Rock County including the diverse collection of cities, towns, and communities the organization serves. The result will be a Comprehensive Strategic Plan complemented by a measurable implementation plan. The final plan will act as a multi-year road map and will be adaptable, to ensure its effectiveness in the face of unexpected change. At TPMA, we create realistic steps that drive immediate action. Incorporating your goals into our strategic planning process, we advocate for your priorities to make a measurable impact—now.

Understanding the need for effective results, our proven strategic method sets practical and manageable goals. As your community looks to you for collective progress, we hold ourselves accountable to deliver reliable data, an open and ongoing dialogue, and strategies that deliver results. We are more than your partner; we are your advocate.



Data Informed Visual Engagement

*Current, historical, and emerging - we capture the data and trends that support **Data Informed Visual Engagement**. Our team uncovers quantitative insights, which are represented through dynamic visuals that are easily understood.*

Our high-level analysis helps determine how your operations impact partners and beneficiaries. We carefully connect your organization's operation to real-time data—driving more effective decision-making. You will feel informed and included as we dive into data with you, advocating for your priorities as we uncover opportunities for growth.

PROJECT TEAM

At TPMA, we develop highly qualified project teams customized specifically for each project. TPMA has assigned a team to complete the Rock County Strategic Plan with sufficient time allocated to fully complete the work as described. We will bring together a team of consultants with a depth of knowledge and experience assessing markets, identifying opportunities, building consensus, and designing solutions that align with community and economic development goals. In addition to individual qualifications, all TPMA Project Teams leverage the expertise of the firm's full professional staff to produce high quality plans that incorporate the extensive experience of all team members.



YOUR TPMA TEAM



**Scott Sattler- Strategic
Advisor/Project Manager**



Lindsay Bloos-Project Lead



Kyra Guy- Project Support



**Valeria Labrado- Project
Success Coordinator**

5. CONTRACTUAL ISSUES

Please see below for TPMA's sample contract. Complete contracts, including any clauses or negotiated terms will be agreed upon with the client prior to the award.

Thomas P. Miller & Associates, LLC



THOMAS P. MILLER & ASSOCIATES

Professional Services Agreement

Project Number: **Project Number**

This Agreement, entered into by and between **Client name** ("Client") located at **Client Address**, and Thomas P. Miller and Associates, LLC ("Contractor"), located at 1630 North Meridian Street, Suite 430, Indianapolis, Indiana 46202.

WITNESSETH THAT:

WHEREAS, Client has the need and desire to obtain the services of a contractor; and

WHEREAS, Contractor desires to perform said services detailed in the **attached General Scope of Services for Client, or detailed below**, and is able to do so in a professional manner; and

WHEREAS, Client has selected Contractor to perform these services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be **Contract Start Date** to **Contract End Date**

2. SERVICES TO BE RENDERED: **Scope of Work as outlined in Attachment A: General Scope of Services or detailed below.**

3. COMPENSATION. Client shall pay Contractor **\$ Contract Value**, during the term of this Agreement for the satisfactory completion of the services to be rendered.

[ATTENTION: If there is an invoice schedule (table, chart, etc.) you may add here.]

4. PAYMENT TERMS. Client will pay invoices within thirty (30) days of receipt. Contractor will submit invoices to Client monthly. In the event Client shall fail to make payments within 30 days of invoice due date, the Client agrees to pay a late fee in an amount not to exceed three percent (3%) of invoice total value. Additional late fees will be applied to invoice every 30 days Client fails to make payments, until 90 days past due. When Client invoice reaches 90 days past due,

Contractor has the right to stop work for nonpayment and to submit past due invoices for collections processing.

5. **CLIENT'S OBLIGATIONS.** Client shall provide Contractor, at no charge, all existing information, data, and documents, available and necessary for the carrying out of services under this agreement. Client shall cooperate with Contractor in every way possible in carrying out the scope of this agreement.

6. **CHANGE ORDERS.** Client may, from time to time, by written instructions or drawings issued to the Contractor, issue a change order (each a "Change Order") in accordance with the notice provisions in Section 12 and change the Scope of Work.

7. **TERMINATION.** In the event either party materially breaches this Agreement, either party shall have seven (7) business days after delivery of written notice of breach to rectify or correct the problem. If either party fails to correct the breach, either party may terminate this Agreement with thirty (30) days' notice in writing, delivered to the business address of the other party. Contractor shall be compensated for services provided up to the date such termination becomes effective.

8. **LIMITATION ON LIABILITY.** In no event shall either party's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid and amounts accrued but not yet paid to seller pursuant to this agreement in the one-year period preceding the event giving rise to the claim.

9. **INDEMNIFICATION.** Both parties shall indemnify and hold harmless each other, their respective officers, employees, and agents from any and all loss, liability, claims, judgments, and liens, including costs and expenses, arising out of any negligent act or omission of Client or Contractor or any of their officers, agents, employees, or subcontractors in the performance of this Agreement.

10. **SURVIVAL.** The following sections shall survive any expiration or termination of this Agreement: Sections 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, and 19.

11. **CONFIDENTIALITY.** Both Client and Contractor understand that information provided during the performance of this Agreement is confidential and may not be disclosed to any person not connected with this project without prior approval.

12. **NOTICE.** Any notice, invoice, order, or other correspondence required to be sent under this Agreement shall be sent to the addresses outlined in the first paragraph of this Agreement.

13. **APPLICABLE LAWS.** This Agreement shall be governed by the laws of the State of Indiana, without reference to principles of conflicts of law, as the same shall be in force and effect upon the date this Agreement is executed.

14. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration

Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. **NON-DISCRIMINATION.** Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to firing, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall constitute a material breach of this Agreement.

16. **NECESSARY DOCUMENTATION.** Contractor certifies that it will furnish Client, if requested, any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of units of local, state, and federal government. Contractor further certifies that it is now in and will maintain its good standing with governmental agencies and will maintain its license, permit, registration, authorization, or certification in force during the term of this Agreement. Failure of Contractor to comply with this paragraph constitutes a material breach of this Agreement.

17. **WAIVER.** A contractor's delay or inaction in pursuing its remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of a contractor's rights or remedies contained herein or available by law.

18. **PERSONAL LIABILITY.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, agency, or employee of Client or any public body, which may be a party to this Agreement.

19. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement, which can operate independently of such stricken provision, shall continue in full force and effect.

20. **COUNTERPARTS.** This Agreement may be executed simultaneously in any number of counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement. An executed counterpart of this Agreement may be delivered by verifiable facsimile transmission or by email in a suitable electronic format.

21. **CONFLICT OF INTEREST.** Contractor certifies and warrants to Client that neither it nor any of its agents, representatives, or employees who will participate in performance of any services required by this Agreement have or will have any conflict of interest, directly or indirectly with Client.

22. **AMENDMENTS.** This Agreement may be amended, modified, renewed, or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement. Upon completion of the elements within the original RFP, this project may include extended work with new negotiated terms.

23. **INTEGRATION.** This Agreement represents the entire understanding between Client and the Contractor and supersedes all prior negotiations, representations, and/or contracts, either written or oral.

24. **TAXES.** Contractor agrees that it is an independent contractor as that term is commonly used and is not an employee of Client. As such, the Contractor is solely responsible for all taxes, and none shall be withheld from the sums paid to the Contractor. The Contractor acknowledges that it is not insured by Client in any manner for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Client in any way.

25. **FORCE MAJEURE.** If either party is unable to perform its obligations under the terms of this Agreement due to events which may include acts of God, public health emergencies as determined by a state or local governmental body (including, but not limited to pandemic, epidemic, or quarantine), war, government regulation, strikes, curtailment of transportation facilities, or other emergency making it inadvisable, illegal, or impossible to perform the scheduled event, such party's contractual obligations shall be excused and the party will not be liable for damages resulting from such failure to perform. Notwithstanding the foregoing, a party affected by a force majeure event will use reasonable efforts to remedy or mitigate such event and effects thereof. Upon termination of the force majeure event, if reasonable, the performance of any suspended obligation or duty will promptly recommence. The party giving notice of a force majeure event shall do so in writing by electronic communication ("Notice") and all deposits minus expenses incurred through the date of Notice will be returned to the party exercising force majeure within thirty (30) days of such Notice." For the avoidance of doubt, Force Majeure shall not include (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

IN WITNESS WHEREOF, Client and Contractor, by their respective officers hereunto duly authorized, have executed this Agreement on the dates shown below.

Thomas P. Miller & Associates, LLC

[CLIENT/BUSINESS NAME]

By: _____

Thomas P. Miller
President & CEO

By: _____

[SIGNING CLIENT'S NAME]

[SIGNING CLIENT'S TITLE]

Date: _____

Date: _____

6. ADDENDUM 1

ROCK COUNTY, WISCONSIN

PURCHASING DIVISION
FINANCE DIRECTOR



#2022-06
REQUEST FOR PROPOSALS
STRATEGIC PLANNING PROCESS
ROCK COUNTY

ADDENDUM #1
QUESTIONS / ROCK COUNTY RESPONSES

SIGN AND RETURN THIS FORM WITH BID.

COMPANY: Thomas P. Miller and Associates, LLC.
SIGNATURE: *Molly Delaney*
DATE RECEIVED: 2/2/2022