

## STANDARD CITY CONTRACT

### MASTER CONTRACT FOR PRODUCTS AND SERVICES – THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV3334

TITLE/DESCRIPTION: Process Mapping Services

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THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“CITY”), and McKinsey & Company, Inc. Washington D.C. (“McKinsey DC”) (“CONTRACTOR”).

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) This Contract;
- (b) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the “Contract Documents” and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms “Agreement” and “Contract” and “Contract Documents” are used interchangeably in this Contract and the terms “Agreement” and “Contract” and “Contract Documents” each include all “Contract Documents.”

Attachment A: Scope of Work  
Attachment B: Pricing

**Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) Initial Term. The initial term of this Contract shall begin on February 2, 2025 and shall end April 30, 2025.

**Sec. 3. Compensation.**

- A. The maximum amount the CITY shall pay CONTRACTOR under this Contract shall not exceed \$410,000.00 for all services, costs and expenses to perform the Scope of Services set forth in Attachment A regardless of the time, effort, costs and expenses expended by CONTRACTOR to perform the Scope of Services in Attachment A and CONTRACTOR shall not be entitled to any additional compensation from the CITY.

The CITY shall pay CONTRACTOR on the following basis: Per **Attachment A**: Scope of Work and **Attachment B**: Pricing. The CONTRACTOR shall bill the city the full contract amount upon completion, delivery and acceptance of all deliverables/milestones associated with this project.

- (a) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: Per **Attachment A**: Scope of Work and **Attachment B**: Pricing
- (b) CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

**Sec. 4. Effective Date of Contract.**

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

**Sec. 5. Invoices.**

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Civil Rights and Equal Opportunity Department. CONTRACTOR shall remain

current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

**Sec. 6. Representations and Warranties of CONTRACTOR.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

**Sec. 7. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 8. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

**Sec. 9. Termination for Convenience.** CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

**Sec. 10. Default and Remedies.**

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

**Sec. 11. Waiver.** Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 12. Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 13. Records.**

- (a) For purposes of this Section:
  - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
  - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

**Sec. 14. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Sec. 15. Reserved**

**Sec. 16. Buy American Preference.** It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract, or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**Sec. 17. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:                   Attention Procurement Services  
  General Services Department  
  414 East 12th Street, 1st Floor, Room 102 W  
  Kansas City, Missouri 64106  
  [ps-purchasing@kcmo.org](mailto:ps-purchasing@kcmo.org)

With copies to:                 Matthew J. Gigliotti, Esq.  
  City Attorney  
  Law Department of Kansas City, Missouri  
  414 East 12th Street, 23rd Floor  
  Kansas City, Missouri 64106  
  Telephone: (816) 513-3153

If to the CONTRACTOR: Darryl Piasecki  
  McKinsey & Company, Inc. Washington D.C  
  200 19th Street, NW, Suite 1000  
  City, State, Zip: Washington, D.C., 20036  
  Telephone Number: +1 314-529-8700  
  E-mail Address: [Mckinsey\\_contracts@mckinsey.com](mailto:Mckinsey_contracts@mckinsey.com)

**Sec. 18. General Indemnification.**

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
  - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
  - 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  - 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all third-party claims directly resulting from all acts or omissions in connection with this Contract caused in whole

or in part by CONTRACTOR or CONTRACTOR's Agents. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.

- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

## **Sec. 20. Insurance.**

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
  - a. Severability of Interests Coverage applying to Additional Insureds
  - b. Contractual Liability
  - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
  - d. No Contractual Liability Limitation Endorsement
  - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.

The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
  - b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
  - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
  - (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
  - (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
  - (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

## **Sec. 21. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or



advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 22. Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

**Sec. 23. Guaranteed Lowest Pricing.** CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

**Sec. 24. Assignability and Subcontracting.**

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. The City will approve the use of subcontractors upon written notification to the City. . If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach

of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 25. Professional Services – Conflict of Interest Certification.** If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

**Sec. 26. Intellectual Property Rights.** CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

**Sec. 27. Reserved**

**Sec. 28. Employee Eligibility Verification.** CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

**Sec. 29. – Sec 41. Reserved**

**Sec. 42. Tax Exemption - Federal and State.**

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

**Sec. 43. Annual Appropriation of Funds.**

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

**Sec. 44. Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Sec. 45. Ban the Box in Hiring and Promotion.**

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after

the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

**Sec. 46. Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Sec. 47. Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**Sec. 48. Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Sec. 49. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

(a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

(b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance,

Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

(c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

(d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Sec. 50. Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

**Sec. 51. Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

**CONTRACTOR**

I hereby certify that I have the authority to execute this document on behalf of the CONTRACTOR.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Assistant City Attorney (Date)

**KANSAS CITY, MISSOURI**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A: Scope of Work**

**Attachment B: Pricing**

**Attachment C: Project Approach**

## RFP for Process Mapping of Development Approvals

The City of Kansas City is currently reviewing our processes and requirements related to issuing permits and plan reviews for development projects from an internal efficiency and user experience lens. Kansas City would like to work with a consulting team to:

- Interview internal subject matter experts
- Map and document application requirements, associated decision trees, and customer fees
- Identify requirements established by the City vs. those mandated by an external entity
- Identify and collect input documents and templates as available
- Document the internal process and timeline for application reviewal, issuance, and maintenance
- Use an accessible and easily shared tool/system to document these processes and requirements
- Assign a level of complexity of internal process for City staff and customers based upon gaps between appropriate complexity and customer experience
- Identify suggested modifications for moderately to highly complex processes through synthesizing sources of complexities related to associated permits and plan reviews

This project will include mapping the processes and requirements for ~125 permits and plan review process flows. By performing this study, Kansas City is hoping to continue in its efforts to build on the foundation of process improvement and enhanced customer experience.

The deliverables of this project will include:

- User-friendly but detailed process maps for each permit and plan review associated with the development process
- Integrated input sources (documents, templates, associated links, etc.)
- A report outlining the level of complexity of internal process suggested modifications for moderately to highly complex processes

Upon completion of this project there may be an option to extend the initiative to include the following phases:

- Process improvement prioritization and implementation
- User interface improvement and guided common application approach
- Customer experience review, survey, and corrective action
- Additional process mapping for other City departmental functions



## Attachment 11: Pricing

Proposer must submit a firm and fixed price for the scope of work within this contract. This hourly rate is all-inclusive. No additional costs, including but not limited to, travel, incidentals, administrative fees, or materials will be accepted or paid separately. There are no bonds required on this contract.

<b>GENERAL PRICING</b>
------------------------

<b>Total Engagement Price (firm and fixed):</b>	<b>\$410,000</b>
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Payment Terms: The City is open to a payment plan based on deliverables for each of the tasks listed in the scope of work. No prepayments will be made.

In both the public and private sectors, McKinsey works on a firm-fixed-price (FFP) basis, reflecting the specific mix of skills, roles, and experience required for engagements and are inclusive of full-time project staff; leadership and experts; and research and administrative support. This integrated set of resources is designed to provide the City with technical expertise and offer executive-level advice, in-depth private and public sector expertise, quantitative and qualitative analysis, and capability-building for the City personnel. Within that agreed price, we commit to deliver the agreed services and deliverables—adding resources, if necessary, at no additional cost—to ensure delivery of the work.

Our approach to pricing reflects our commitment to bring the best of our firm to each engagement, and to provide a flexible, integrated approach to supporting clients on important and complex issues. Our dedicated engagement team may draw upon this extensive expertise throughout the engagement. The FFP program lends itself to our policy of leveraging the full set of capabilities of our firm—rather than the capabilities of select individuals—in each of our efforts. It ensures that our clients receive the high-quality support they need, and that we bear the risk of delivering the promised results at the quoted price.

### Assumptions and Disclosure

McKinsey's approach and corresponding price proposal are based on the following assumptions.

1. McKinsey's work for the City is confidential and intended for the City's internal use only. In order to promote true neutrality on issues, provide an environment for uncensored guidance for our clients, ensure compliance with our contract confidentiality requirements, and better empower our clients, McKinsey does not advocate, present findings, or consent to public references in any public meeting, writing, or other public forum. Consistent with this, McKinsey does not make public client names, client materials, or reports prepared for clients without their prior written permission. In consideration for its services, the City agrees not to use McKinsey's name or refer to McKinsey's work outside its organization without McKinsey's prior written permission. The City also understands that McKinsey will not advocate, present findings, or speak on the City's behalf in any public forum without specific written authorization and agreement.

McKinsey has proposed a total firm fixed price based on its understanding of the level of effort required in order to meet requirements of the RFP. During performance, McKinsey may make changes to its staffing as far as total number of resources and weeks provided as may be necessary for successful performance of the statement of work.

2. McKinsey & Company, Inc. Washington D.C. (“McKinsey DC”) primarily serves public sector clients, with some social sector and commercial client work. Per Sec. 26 of Contract NO.: EV2922, we are not aware of any McKinsey DC work that poses a conflict of interest. For additional transparency, we note that McKinsey & Company, Inc. United States (“McKinsey US”), an affiliate provides or has provided consulting services in the US to commercial institutions across all industries, including construction equipment & technology, private financial institutions including mortgage lenders, engineering, construction & building materials including construction services, architecture & engineering services, city and residential developers, energy, hotels, hospitality, technology infrastructure & services, consumer technology, enterprise software, telecommunications and real estate. McKinsey US’s consulting services include analysis, advice, and implementation support across many areas of business, including marketing and commercial growth (including Go-to-Market strategy and execution, sales optimization, pricing & margin management, customer experience), operations (including digitization, automation, process improvements & efficiency, procurement), strategy, corporate finance, organization, risk, technology, transformation (including helping companies significantly change their performance trajectory by reducing costs (e.g., procurement, labor, fixed costs, and footprint) and/or driving growth (e.g., acquisitions, divestitures, new investments, and footprint)), mergers & acquisitions topics (including merger strategy, due diligence, integration planning, divestiture planning, IPOs, JVs & alliances), and sustainability. In order to bring the best available expertise to this engagement, McKinsey DC’s Client Service Team (“CST”) will be comprised of members with the industry experience and expertise being sought by The City of Kansas City. The CST supporting this work will include those who serve, and will likely serve in the future, private sector clients on the sectors identified in the scope of work. McKinsey DC does not generally hold ownership interests in their clients, but we note that other affiliates may hold ownership interests in clients across various industries. Please let us know if you have any questions or concerns.

## Attachment 8: Project Approach

Please prepare responses for each of the following in the space provided:

### 8.1 Discuss your approach to a project with specific references to the services requested in the RFP.

McKinsey & Company, Inc. Washington D.C. is excited to partner with the City of Kansas City (City) to improve both the user experience and internal efficiency of the permitting and planning review processes. McKinsey's approach has been proven and offers distinctive expertise, tools, and impact characterized by the following:

- **We have firsthand experience helping other major cities map and redesign their development review and permitting processes.** Experiences from similarly sized cities of Austin and Denver (via Mile High United Way) will bring best practices from Day One and a deep understanding of how to map in a collaborative manner complex development and permitting processes. Our work in Austin has achieved public recognition and inspired efforts in other major cities (e.g., Chicago).
- **We will deploy a team with unique firsthand experience in leading process mapping and operational excellence transformations across sectors.** The proposed leadership team for the City's process mapping will bring a unique combination of decades of collective experience leading continuous improvement efforts, including as senior executives in both private sector and government enterprises. Our proposed "on-the-ground" team member and workshop continuous improvement experts also know from past experience how to map and redesign processes in contexts like the City's.
- **We bring unmatched expertise, methodologies, and tools in "lean management" and "customer experience" from both private and public sectors that are directly relevant to the task at hand.** Our recent experience with over 2,900 lean transformations and 1,200 Operational Excellence Index assessments provides unrivaled depth. And we have proven these experiences can translate into improvements for cities seeking to map and then redesign their development and permitting processes.
- **We can move fast because we understand how government works, and how to drive change.** Our experience with over 1,600 public sector clients globally – including firsthand experience with development and permitting mapping – positions us to bring in "Day One" hypotheses and approaches to accelerate the effort.
- **We will build City capabilities as we go to improve odds of sustainable change as well as set the stage for future rollout across other topics.** Our proposed approach and delivery model deliberately emphasize co-creation and capability building with the City staff. These will be reinforced by daily "on-the-ground" problem solving and coaching as well as customized workshops to introduce foundational continuous improvement skills, tools, and techniques. Our approach aims to not only develop maps of the 125+ permit and plan review processes, but to do so in a collaborative way with City staff so they can continue to refine and extend the effort.

Our proposed approach for the City would cover four distinct phases. **Exhibit 1** summarizes the proposed project timeline as well as major activities and sequencing for this effort. While the

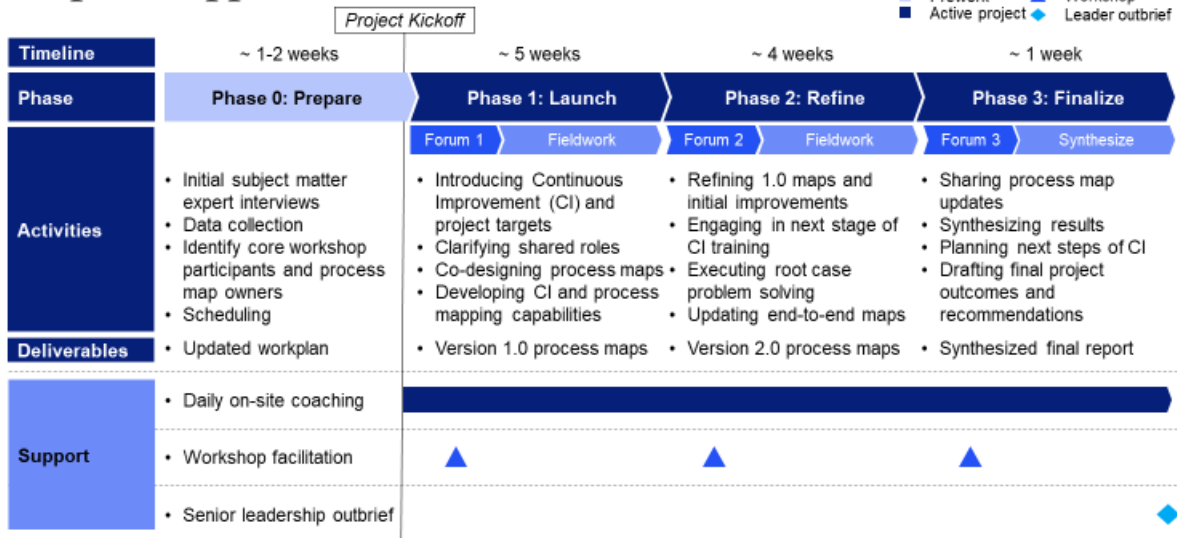
specifics of the project timeline will depend on the project start date and refinement during the preparation phase (“Phase 0”), the plan anticipates a 10 week project based on efforts of similar scale and complexity with other large municipalities. Specific timeframes given in Exhibit 1 and ranges given in the approach narrative will be adapted to the City’s staff working patterns and capacity.

- Phase 0 will occur ahead of our official engagement kickoff, where we will collect data and solidify key logistics for Phases 1, 2, and 3. Phase 0’s preparatory work will enable our team to “hit the ground running” for maximum momentum.
- The core of the project – Phases 1, 2, and 3 – will involve a similar high-level structure: an expert-led workshop, roughly one-day long, to introduce foundational and advanced continuous improvement skills applied to the process mapping, followed then by “fieldwork” with ongoing on-the-ground coaching and support whereby City team members will draft and refine their process maps in a collaborative manner.

We will build City staff capabilities throughout the project through both explaining our rationale and underlying theory but also through practical application through co-creation of the process maps and recommendations.

**Exhibit 1: Project plan**

**Proposed Approach – Overview**



**Phase 0: Prepare, ~1-2 weeks.** This phase will lay the groundwork **before the project begins**, collecting necessary evidence and data to execute later workshops and fieldwork as well as refining the tactical workplan and scheduling to launch the overall effort.

- A. **Overview:** the main purpose of this phase is to understand the features that make the City’s situation unique and to make later mapping efforts more effective and efficient. This phase includes collecting high-level data through data collection, code review, and initial interviews. In addition to data collection and initial interviews, Phase 0 will involve priority alignment, participant identification, and scheduling.

**B. Key activities:**

- a. Data collection from the City related to dashboards, Key Performance Indicators (KPIs), etc. will create a fact base from which to calculate flow through the system with possible identification of bottlenecks as well as support workshops in later phases.
    - i. This data collection will allow the team to **map and document application requirements, associated decision trees, and customer fees**, providing important baselines ahead of later workshops and coaching.
  - b. The initial code and regulatory review will identify requirements that guide the various departments/agencies in their review of permits and includes **collecting input templates and publicly available descriptions of the permitting process**.
    - i. Relevant **requirements by the City vs. those mandated by an external entity, input documents, and templates** will be categorized and prepared for evaluation in later phases.
  - c. Initial interviews with select subject matter experts will round out a high-level process flow. The purpose of the high-level process flow is to help **categorize the ~125 permit and plan review process flows into categories following similar flows**. The high-level flow also identifies all the relevant departments/agencies to ensure early involvement and efficient scheduling. It will be used as a discussion aid in subsequent staff interviews. We have found staff reacting to the high-level flows diagrams more accurately and efficiently identify process steps which reduces follow-ups and the burden on City staff.
  - d. Evidence and data analysis will inform initial diagnosis so that the team can develop **levels of complexity of internal processes for City staff and customers based upon gaps between appropriate complexity and customer experience**.
- C. **Phase 0 deliverables:** finalized, scheduled project plans, high-level data analysis, and compiled current state internal processes, timelines, and requirements.

**Exhibit 2: Illustrative data collection insights**

### 1C. From Q1 2021 to Q1 2023, average client review days per application rose from ~98 to ~183 days<sup>1</sup>

#### Site plan application duration, Q4 2020-Q1 2023

Days, N = 901 applications



Source: Data from client's portal as of Month Year  
 1. Review days per application is calculated from the portal application intake date to the final approval date  
 2. Average total days for customer response per application, by approval date of application  
 3. Average total client review days per application, by approval date of application  
 Note: XXXX

### Insights

- In 2022, the average total review days per application was ~345 days, up from ~300 days in 2021
- From Q1 2021 to Q1 2023, average client review days per application increased ~85%, while customer response time per application has decreased by ~15%

### Phase 1: Launch, 5 weeks. This effort aims to launch the project and to develop initial process map drafts.

- A. **Workshop: Phase 1's forum** will be an intensive, day-long workshop. Designed and facilitated by McKinsey's world-class, Continuous Improvement facilitators, the workshop will introduce the team and project, provide our role/purpose, and discuss the proposed process and expectations. After the initial kickoff, participants will experience a Continuous Improvement overview, introduce foundational skills, draft initial process maps, and refine them.
  - a. **Goal:** Using the process overview collected in Phase 0, Phase 1's workshop aims to provide skills and approach to develop initial process maps.
  - b. **Key activities** (refer to **Exhibit 3** for illustrative sample agenda):
    - i. Discuss project goals, specifically developing **user-friendly but detailed process map for each department.**
    - ii. Listen to stakeholders on their experience with the permitting process.
    - iii. Engage in a "hands on" claims simulation to introduce core concepts such as "8 wastes."
    - iv. Learn Continuous Improvement disciplines and tools.
    - v. Create pain point analysis from Phase 0 collected data (see **Exhibit 4** for illustrative example) and **identify suggested modifications for moderately to highly complex processes.**
    - vi. Refine process maps collected in Phase 0.
    - vii. Plan for fieldwork and next workshop.
  - c. **Length:** 6-8 hour workshop
- B. **Fieldwork:** after the Phase 1 forum, participants will engage in **field assignments** to practice and apply Continuous Improvement skills facilitated and supported by

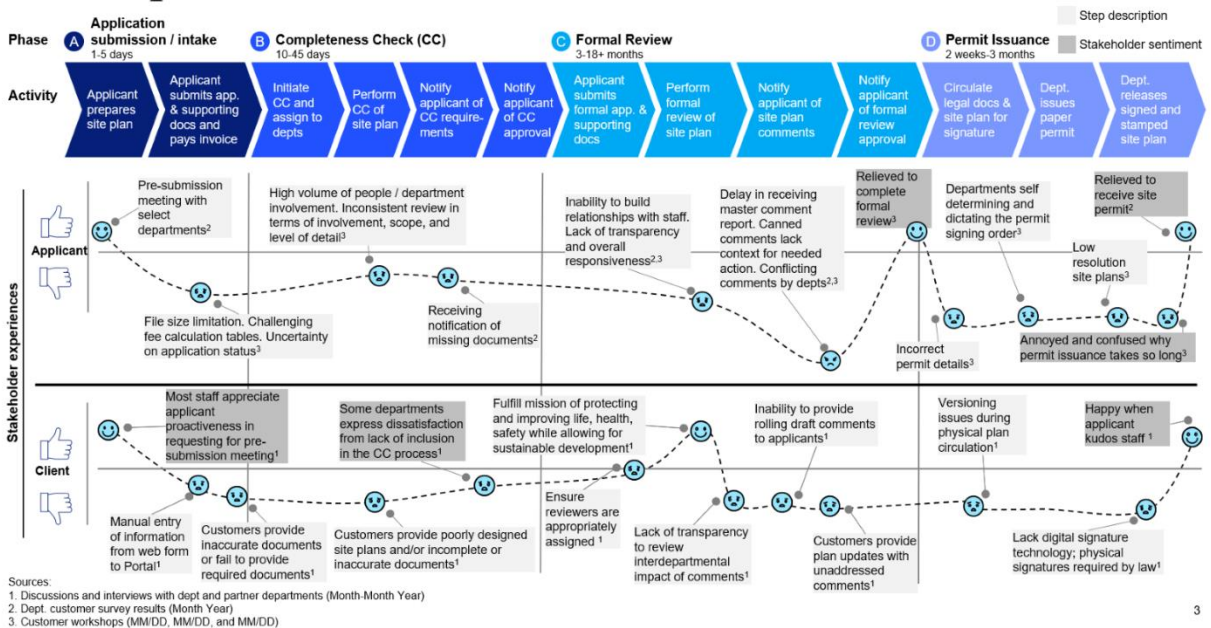
McKinsey’s team of Continuous Improvement experts to develop a refined 1.0 version process map, leveraging tailored coaching and learning opportunities.

- a. **Goal:** Department-specific, version 1.0 process maps
- b. **Key activities:**
  - i. **Interview internal subject matter experts** to collect draft feedback.
  - ii. Participate in ad hoc problem-solving sessions.
  - iii. Engage in differentiated coaching sessions.
  - iv. Facilitate focused topic specific mapping sessions.
  - v. Develop initial draft of **user-friendly but detailed process map**.

C. **Phase 1 deliverables:** version 1.0 process maps

**Exhibit 3: Illustrative process pain points**

**1. Customer (applicant) and client staff are dissatisfied with the current process**



**Exhibit 4: Illustrative Phase 1 workshop agenda**

## Workshop 1 agenda

Timing	Topic	Description
8:30 – 9:15 AM	<b>Making today a success</b>	Check-in, objectives and agenda, roles in the room, and our agreements for today
9:15 – 10:00 AM	<b>Voice of the customer</b>	Hear from stakeholders on their experience with the permitting process and how it impacted them
10:00 – 10:10 AM	<b>Break</b>	
10:10 – 11:10 AM	<b>Claims simulation</b>	Interactive game showing the rapid benefits of process improvements and standard work
11:10 – 11:40 AM	<b>Overview of CI &amp; tools</b>	Discover how CI creates impact for organizations through 4 management disciplines and the corresponding tools; Discuss how to drive stakeholder impact
11:40 – 12:20 PM	<b>Our collective role in supporting change</b>	Review Theory U – the path to lasting change Evaluate issues through technical and adaptive lenses Discuss the concept of balcony & dance
12:20 – 12:30 PM	<b>Looking forward</b>	Plan for next workshop Homework

**Phase 2: Refine, 4 weeks.** This phase’s effort **refines initial process map drafts and initial improvements.**

- A. **Workshop: Phase 2’s forum** will be an intensive, day-long workshop. Designed and facilitated by McKinsey’s world-class, Continuous Improvement facilitators, the workshop will engage participants in the next round of Continuous Learning capability-building activities while providing opportunities to update **draft user-friendly process maps for each permit and plan review associated with the development process.**
  - a. **Target:** Phase 2’s workshop will cover the next stage of Continuous Improvement training and provide time to update draft process maps and improvements.
  - b. **Key activities** (refer to **Exhibit 5** for an illustrative sample agenda):
    - i. Learn and develop new Continuous Improvement skills
    - ii. Review and update end-to-end process maps
    - iii. Understand RACI and update RACI roles
    - iv. Participate in process map review gallery walk
    - v. Engage in root cause problem solving
    - vi. Develop team next steps and fieldwork plan
  - c. **Length:** 6-8 hour workshop
  
- B. **Fieldwork:** after the Phase 2 forum, participants will engage in **field assignments** to practice and apply Continuous Improvement skills facilitated and supported by McKinsey’s team of Continuous Improvement experts to develop their 2.0 version process map, leveraging tailored coaching and learning opportunities.
  - a. **Goal:** updated 2.0 process maps
  - b. **Key activities:**
    - i. **Interview internal subject matter experts** to collect draft feedback
    - ii. Participate in ad hoc problem-solving sessions
    - iii. Engage in differentiated coaching sessions and team-focused “mini” mapping workshops
    - iv. Finalize updated draft of detailed process map



C. **Phase 2 deliverables:** version 2.0 process maps for permits and plan review process flows

**Exhibit 5: Illustrative Phase 2 workshop agenda**

**Workshop 2 agenda**

Timing	Topic
<b>Day 1 – March 18th</b>	
1:00 – 1:30 PM	Goals, check-in & how we will work together
1:30 – 2:10 PM	Continuous improvement topics
2:10 – 3:20 PM	Review and update end-to-end map
3:20 – 3:30 PM	Break
3:30 – 4:40 PM	Understand RACI (Responsible/Accountable/Consult/Inform) and update our RACI roles
4:40 – 5:00 PM	Closing and preview of tomorrow
<b>Day 2 – March 19th</b>	
8:30 – 8:40 AM	Check in
8:40 – 8:50 AM	TPW case study
8:50 – 11:00 AM	Formal review process gallery walk (with break)
11:00 – 11:10 AM	Break
11:10 – 12:10 PM	Root cause problem solving
12:10 – 12:30 PM	Next steps and closing

**Phase 3: Finalize, 1 week.** This effort aims to review and to refine outputs, focusing on top improvement opportunities. During Phase 3, participants will finalize work products and groups will align on next steps to ensure that there is clear direction and an agreed path moving forward for initiatives. The McKinsey team will synthesize the project’s work and conclusions in a clear, concise, and compelling final report.

- A. **Workshop: Phase 3’s forum** will be an intensive, half-day workshop. Facilitated by McKinsey’s world-class, Continuous Improvement facilitators, the workshop will provide the opportunity to practice Continuous Improvement, receive feedback, and work toward final process map drafts.
  - a. **Target:** Collaboration and updated process map drafts
  - b. **Key activities** (refer to **Exhibit 6** for an illustrative sample agenda):
    - i. Present select departments’ updated process map.
    - ii. Refine initiative recommendations for selected processes and identifying clear next steps.
    - iii. Engage in facilitated discussion on updates.
    - iv. Identify common themes, successes, and challenges.
    - v. Develop shared plan to continue process of Continuous Improvement.
  - c. **Length:** 5-6 hour workshop
  
- B. **Fieldwork:** After the Phase 3 forum, participants will engage in field assignments facilitated and supported by McKinsey’s team of Continuous Improvement experts to help drive toward their final process map drafts
  - a. **Target:** Final process map drafts
  - b. **Key activities:**
    - i. Finalize department-specific permits and plan review process maps.

- ii. Synthesize all updated **integrated input sources (documents, templates, associated links, etc.)**.
- iii. Validate process maps among participants and leaders for final review and sign-off (see **Exhibit 7** for example final Process Map, sanitized from previous client work).
- iv. Work to draft final report out that will document findings, process maps, and key initiatives.
- v. Convene key leaders to review final “out-brief” and to share major findings and potential implications for Phase 2 efforts to extend and/or expand the impact of the project.
- vi. Develop final report with suggested next steps.

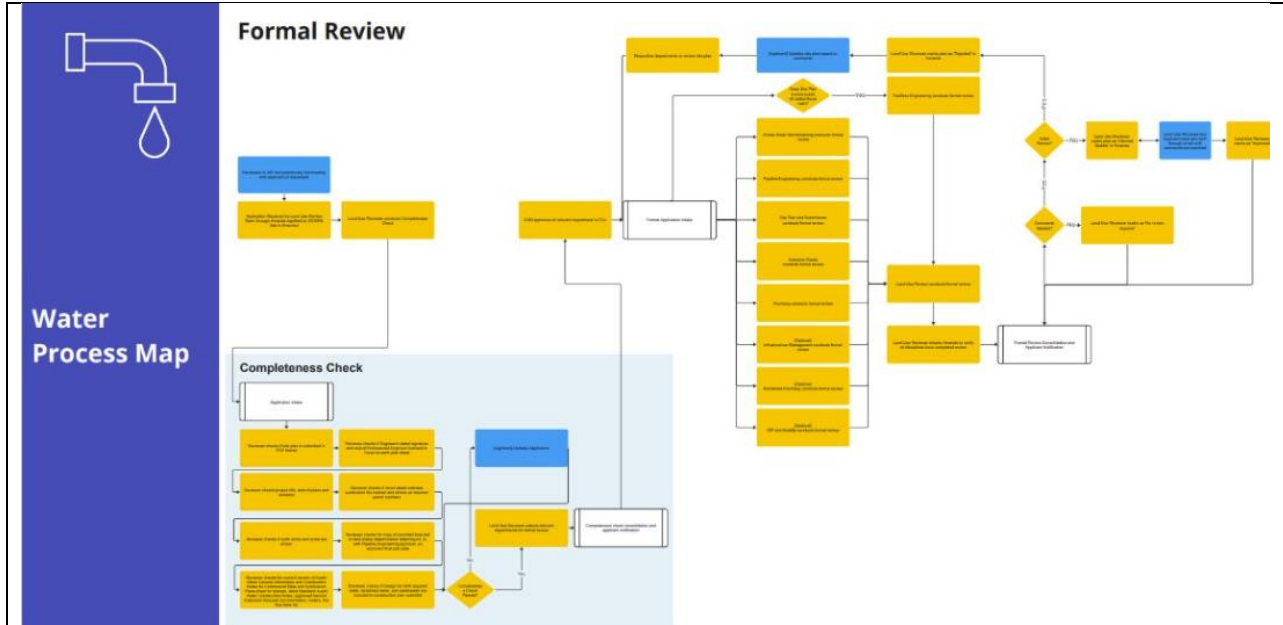
**C. Phase 3 deliverables:** Updated **user-friendly but detailed process maps** for ~125 permits and plan review process flows; **final synthesized report**, including an outline of the level of complexity of internal process suggested modifications for moderately to highly complex processes.

**Exhibit 6: Illustrative Phase 3 workshop agenda**

**Workshop 3 agenda**

Timing	Topic	Description
8:30 – 8:50 AM	<b>Making today a success</b>	Check-in, objectives and agenda, roles in the room, and our agreements for today
8:50 – 9:40 AM	<b>Trust exercise</b>	...
9:40 – 10:00 AM	<b>Break</b>	
10:00 – 10:30 AM	<b>Select read outs</b>	Three departments read out their updated process map
10:30 – 11:15 AM	<b>Debrief discussion</b>	Facilitated discussion on how the department-by-department updates went
11:15 – 12:00 PM	<b>Broad themes</b>	Common updates seen across the departments
12:00 – 12:30 PM	<b>Building momentum</b>	Next steps, how to continue the process of continuous improvement

**Exhibit 7: Illustrative final process map**



**Looking forward:** At the conclusion of the project, we will offer perspectives on how to extend and expand the impact of this effort to not only map core processes but to build the skills and capabilities within the City staff for continuous improvement. Such opportunities could include:

- Deploying a proprietary customer experience survey to inform additional process improvements and stakeholder engagement
- Implementing recommendations of the initial process mapping effort, informed by stakeholder input
- Building an enduring Operational Excellence community of practitioners within the City government. Such a community could then identify and lead future continuous improvement initiatives
- Assessing the systems and technologies that support the permit and plan review processes, including the potential application of innovative technology solutions (e.g., Generative Artificial Intelligence) to improve process efficiency and effectiveness
- Establishing the management operating model, including Key Performance Indicators, dashboards, and leadership working rhythms to monitor and manage the continuous improvement of the permit and plan review processes

**8.2 Highlight unique services and management tools and indicate the benefits of them to the City. What makes your business/firm better than the competition?**

<p><b>Unique services and management tools and indicate the</b></p>	<p><b>Operational Excellence Index (OEI):</b> The Operational Excellence Index (OEI) is the only assessment of the management system that offers benchmarks and is aligned with a global standard for excellence drive. It is an observation-based assessment of the progress of the management system and ability to drive business results and it applies to all industries and</p>
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**benefits of them to the City**

transformation types. Organizations that are looking to **baseline** at a start of a continuous improvement journey, or for ways to **keep the momentum going** or are experiencing stagnation and seeking to **frame and benchmark the next steps** can benefit from using the Operational Excellence Index.

Looking forward, it could help the City of Kansas in the following ways:

**Fast-tracks improvement** by establishing a roadmap for improvement cycles to reach business targets

**Helps to build leaders capabilities** to improve the management system

**Enables sharing of best practices** across the organization to accelerate growth

**Helps to scale capabilities** across a global network and **benchmark** with industry peers. **Exhibit 8** shows an example of an output from the OEI assessment:

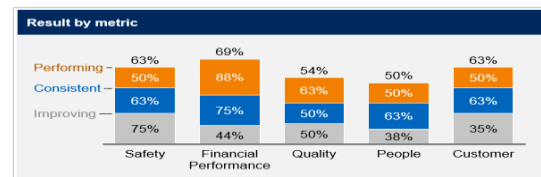
**Exhibit 8 Illustrative OEI Assessment**

STRENGTHS	OPPORTUNITIES
<ul style="list-style-type: none"> <li>The alignment on objectives is consistent across tiers</li> <li>Continuous improvement is a top priority for the organization</li> <li>Evidence of partnering &amp; collaboration with other terms</li> </ul>	<ul style="list-style-type: none"> <li>Connect metrics with the goals of the organization, identify targets and track trends</li> <li>Promote the why behind the objectives through change stories and go and see with a purpose</li> <li>Align leadership activity across the end to end value stream, from a customer perspective</li> </ul>

Actionable synthesized advice to drive improvement



Tracking progress over time, including global benchmarking database (over 200 assessments)

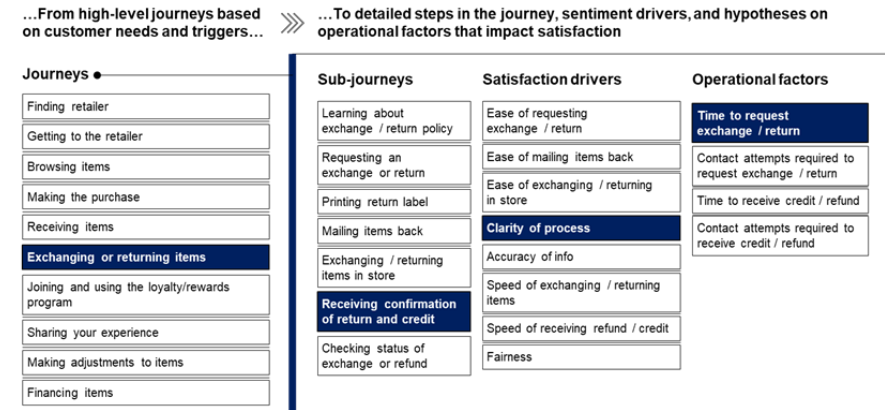


Enabling greater business impact

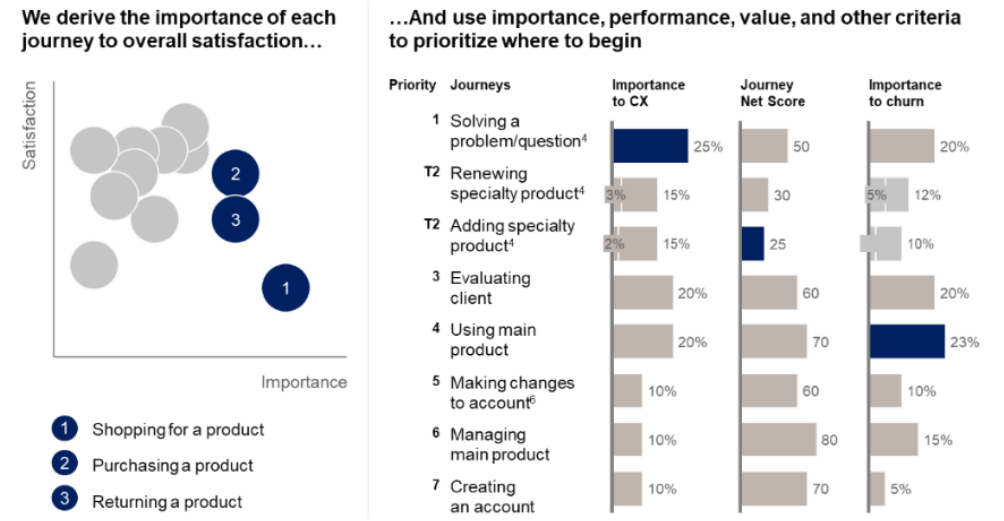
**Journey Plus:** Journey Pulse is McKinsey's Forrester Customer Experience Award Winning diagnostic tool for understanding customer experience transformations, combining the firm's deep CX experience and knowledge with analytics. This approach uses an advanced analytics and survey-driven methodology to identify customer journeys changes that have the highest impact in improving customer experience (e.g., retired educators, employers), drivers of satisfaction, unmet needs, and key pain points. Journey Pulse analyzes the gap between current services and customers preferences, while confirming the value for the organization. The first step is to define the end-to-end customer experience (journey taxonomy) from high-level journeys to detailed steps in the journey, sentiment drivers, and operational factors that impact satisfaction (**Exhibits 9 & 10**).

Looking forward, outputs from Journey Pulse could enable City of Kansas to quickly build journey maps, determine where to focus efforts, and narrow the potential solution set. Additionally, these outputs can be produced for various segments (e.g., members, disability recipients, beneficiaries) and career life-cycle stages to ensure nuances are captured and met.

**Exhibit 9: Journey Pulse helps define the end-to-end customer experience.**



**Exhibit 10: Journey pulse identifies where to initiate CX transformation**



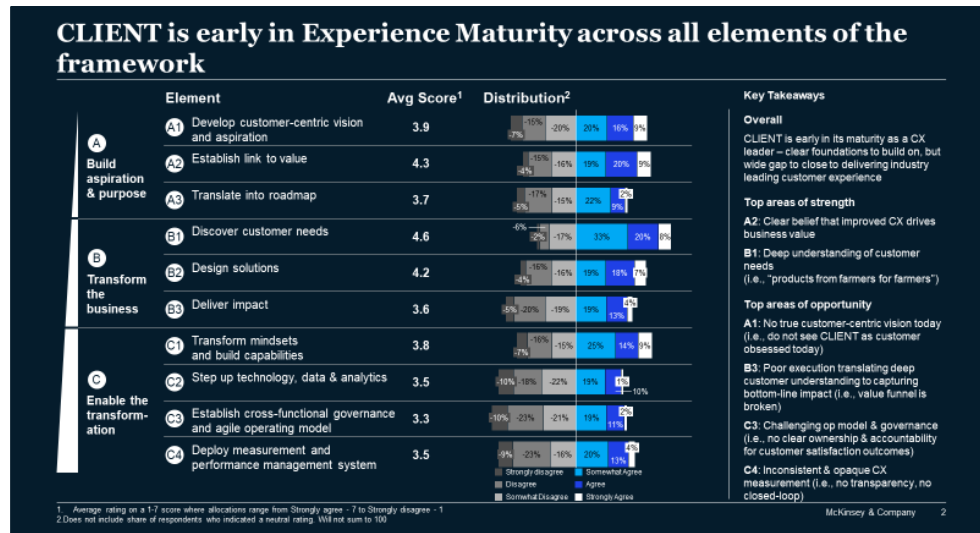
**CX Maturity Assessment:** The CX Maturity Assessment is one of McKinsey’s most widely deployed and tailorable CX diagnostic tools having been deployed in 100+ organizations. It helps organizations quickly gain insight on the current state of their organizational health and performance as they pertain to CX and then compares them with peers and best-in-class practices. This tool is instrumental in helping organization leaders identify where to begin their CX transformation journey by:

- Defining strengths and opportunities in organizational CX maturity
- Learning how the various organizational services or functions perform across the six proven hallmarks of CX leaders

- Understanding the biggest barriers to adopting CX focused mindsets and behaviors across employees
- Substantiating hypotheses about type of roles and activities needed to accelerate CX focus

Looking to the future, the Maturity Assessment could be tailored to City of Kansas needs, drawing on a repository of 140+ statements to fit the specific context, industry and operating model. It is administered through an organization-wide survey and workshops, assessing against contextual/tailored statements informed by the six hallmarks of CX leaders and elements of the customer experience framework, with CX improvement and opportunity areas identified based on the performance across these dimensions. The survey is also configured across dimensions such as client terminology, demographics of respondents, regions, etc. to provide an understanding of the granular nuances of an organization’s CX performance. The results are analyzed across 65+ dimensions including aspirations, technology capabilities, enabler, frontline culture, etc. and compared against global leading practices, providing insight into strengths, opportunity and improvement areas and level of consensus amongst the leadership team in the organization. Results are also cut by demographics like role, tenure, etc. to pinpoint any discrepancies and reduce biases in evaluation. These results are then aggregated into insights, recommendations and best practices and are shared with the leadership, including boards of directors, C-suite management or other similar level management, through workshops and discussions. These recommendations are prioritized and integrated into a high-level roadmap for organizational change efforts. **Exhibit 11** shows an executive summary output.

**Exhibit 11: Executive summary output.**



**Next Generation Operational Excellence:** We have supported Lean Management transformations at clients globally with our unique Next Generation Operational Excellence approach. This approach delivers on the

	<p>productivity challenge by bringing together 5 core elements (<b>Exhibit 12</b>). It can help the City of Kansas by:</p> <ul style="list-style-type: none"> <li>• Helping leaders define the department values and why it exists, align on what to achieve, draft and cascade a compelling change story</li> <li>• Help establish a culture of constant innovation and a commitment to continuous improvement</li> <li>• Develop leadership capabilities and eliminate waste</li> <li>• Leverage technology to reduce manual effort</li> </ul> <p><b>Exhibit 12: 5 elements of the Next Generation Operational Excellence approach:</b></p> <p><b>Purpose and strategy</b>          Purpose that defines why the organization exists, creating a common cause; with a strategy to achieve it</p> <p><b>Principles and behaviors</b>          Principles and behaviors to achieve the strategic vision and establish a culture of trust, respect, and constant innovation</p> <p><b>Management systems</b>          Management systems in place that develop leaders, build competency and drive desired behaviors</p> <p><b>Technical systems</b>          Technical systems that eliminate waste and deliver value to stakeholders</p> <p><b>Technology</b>          Technology that accelerates human capabilities to continuously improve</p>
<p><b>What makes your business / firm better than the competition?</b></p>	<p>McKinsey’s approach is distinctive since it brings firsthand experience with other major cities with a team with unique firsthand operational transformation experience and backed by McKinsey’s distinctive tools, approaches, and expert network.</p> <p><b>We have firsthand experience helping other major cities map and redesign their development review and permitting processes.</b> We have served both the City of Austin and Mile High United Way supporting the City of Denver on permitting and/or development plan processes. Through both of these experiences we have continued to customize general process mapping and transformation skills within the specific context of permitting processes and associated complexities.</p> <p>In Austin, we reviewed 1,470 steps across 29 formal processes resulting in 18 process maps through engagement with 150+ City of Austin staff through interviews, surveys, and workshops across 11 participating departments. Developed 40+ improvement initiatives across internal processes and customer touchpoints with an accompanying roadmap. Built foundational lean capabilities (such as project charter) across all 40 initiative teams and designed a Center of Excellence for lean management in their Development Services Department. (See Attachment 6: Experience for more information.)</p>

In Denver, we worked with Mile High United Way to conduct a customer experience diagnostic and stakeholder workshops. A survey of over 200 customers paired with employee interviews and data analysis led to co-development of process maps for the 12 different reviews. Through a series of design and process improvement workshops to identify a list of initiatives that are projected to result in a 30% reduction in time to receive site development approval. These initiatives are currently entering a pilot phase. (See Attachment 6: Experience for more information.)

**We will deploy a team with unique firsthand experience in leading process mapping and operational excellence transformations across sectors.** Our team includes experts who have previously served state and local public agencies in adopting lean management principles, including process mapping and Customer Experience assessments. Among the Key Employees, we bring decades of experience to the City while pairing that efficiently with expert analysts. This team has had experience not only completing process mapping and operational excellence in the local governments mentioned earlier, but also in a variety of private sector organizations.

**We bring unmatched expertise, methodologies, and tools in “lean management” and “customer experience” from both private and public sectors that are directly relevant to the task at hand.** We have supported 2,900+ lean management transformations at clients around the world with our unique Next Generation Operational Excellence approach.

McKinsey’s expertise is known throughout the service operations space via hosting over 100+ roundtables and other events globally with leaders from across industries. Internal publications such as the whitepaper, “The Work of Leaders in a Lean Management Enterprise” and external publications such as HBR’s “The Truth About Customer Experience” share some of these perspectives. Our team will bring our latest thinking and approaches that we are constantly improving and evolving.

**We can move fast because we understand how government works, and how to drive change.** In the past five years alone, we have supported 9,300+ projects for 1,600+ public sector clients globally, including government and human services organizations, healthcare systems, service providers, and nonprofit entities focused on providing social services. This experience includes serving 14 of the top 20 US Cities. We have worked with governments to create more inclusive and sustainable economies, improve government finances, redesign citizen experiences, enhance infrastructure and technology, and attract and retain an inspired public service workforce.

Firms without McKinsey’s level of experience have significant learning curves and ramp up periods. Our experience enables us to bring highly informed “Day One hypotheses” on requested projects. Our work for local government entities across a wide range of topics provides an unmatched perspective on what initiatives may be most viable, how those initiatives may be best executed, and who is best positioned to execute them. We understand the project pitfalls that can be associated with a slow start. Our approach to developing and testing hypotheses will lead to greater impact and reduced burden on the City. Along the way, McKinsey’s tailored stakeholder



	<p>engagement model will ensure ownership by and appropriate engagement with stakeholders to deliver sustained results.</p> <p><b>We will build City capabilities as we go to improve odds of sustainable change as well as set the stage for future rollout across other topics.</b></p> <p>We work hand in hand with our clients. Our consulting model requires substantial interactions between our clients and our teams. We work with our client teams day-to-day, in their offices to enable joint problem solving, co-creation, knowledge sharing with the end goal of building client capabilities. Building capabilities is particularly critical in the planning/permitting area due to the constant change in regulations that can necessitate changes to processes and reviews.</p>
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### 8.3 Describe your Quality Assurance Plan.

Consistent with our business philosophy, we have developed an approach to managing our engagements with the government to promote high-quality deliverables and to minimize the risks to the government.

There are six key elements to McKinsey’s quality control methods that we follow in our work across all sectors worldwide to ensure quality control. We would include these same elements in our work for the City to provide high-quality products and services.

- **Heavy leadership involvement in our teams.** A hallmark of our consulting approach is the intense involvement of our partners on our engagement teams. Our partner to consultant ratio is 1:6, in contrast with the industry norm of 1:50 up to 1:200. As a result, our partners can – and do – take responsibility for not just reviewing the quality of all deliverables we produce on an engagement, but actively leading problem solving and facilitating delivery too. Our partners have deep experience and expertise in the engagements they lead, which gives them the ability to structure the problem solving appropriately, to spot anomalies in any results, and to help the client and team understand how various solutions will likely work in practice.
- **Close collaboration with our clients in project design and during project execution: we work hand-in-hand with our clients.** Our consulting model requires substantial interactions between our clients and our personnel. At the outset of projects, we invest considerable time working with our clients on the design of projects to ensure that they are set up to achieve the client’s objectives. In most cases, we work with our clients day-to-day, in their offices, for the duration of the period of performance. We maintain a high level of collaboration to ensure that we remain focused on our client’s actual situation and constraints. As a result, we do not experience the problem of developing a “solution,” only to find that it does not match our client’s circumstances.
- **Underpinning methodologies, including a fact-based problem solving approach.** Our work is underpinned by methodologies grounded in thousands of engagements performed with leading organizations around the world. Having our team members use these repeatable, established methods helps ensure high-quality products and services for our clients. One critical aspect of how we work is our fact-based approach to solving our clients’ problems. We immerse ourselves in our clients’ data so that we identify the root causes behind problems and solutions. We are not constrained by what our clients have done in the past or by our own “off-the-shelf” methodologies. By grounding our work in the facts and by being methodical in our analysis of those facts, we can ensure that our clients have an informed basis for making decisions.

- **Project management.** We build quality control into our regular project management, e.g., through team meetings, leadership meetings, and progress reviews with clients. The leadership meets with teams at least twice weekly to share information, guide problem-solving, challenge progress and hypotheses, identify and resolve potential issues, and ensure that all activities are impact focused. One of the McKinsey partners meets at least weekly with our client executive to review project progress.
- **Regular performance reviews, with flexibility to change course.** We have established processes for reviewing the quality of our client service and the performance of individual consultants. We apply these processes to ensure the continuous improvement of our work for all of our clients worldwide. In our reviews, we also learn about changes in the demands of the project or by changes in the legal, political and budgetary environments, so that we can – as appropriate – make any mid-course adjustments to the work plan. The ability to respond to new information also helps us ensure that our deliverables reflect our clients’ current needs. We recognize some pieces will require some different analyses than we expect at the start and we are prepared to adjust accordingly.
- **Staffing.** We staff teams to provide the greatest impact in each client situation.

Our regular progress reviews and close collaboration with our clients means that should a deficiency in our work occur, we are likely to identify that deficiency and course correct right away. Our clients can question or challenge our findings and recommendations, and we are committed to taking immediate action to resolve any issues presented to us in a timely fashion.

To **correct** any deficiencies in the quality of our work, we would work with the client to understand what had caused the deficiency (e.g., a problem in the data set, a mistake in the analysis). We would then redo that portion of the work, have a thorough internal review with our leadership team, and, once we were satisfied, review the revised work with the client.

Because we perform our work on a firm fixed price basis, we are required to fulfill the objectives of the project to meet our contractual requirements and to justify billing the government. To the extent that we need to correct any deficiencies in our work, we assume responsibility for doing so, regardless of the additional time or resources required to make this correction. In this way, by engaging us, the City reduces its own risks associated with this effort.

#### **8.4 State approximate date your business/firm is available to begin work on the Project.**

No more than one week of finalizing a contract, usually within 72 hours.

#### **8.5 Discuss your transition plan to begin providing services.**

Post-award, we propose a virtual meeting between the primary City project owner and the McKinsey team to finalize scope, refine proposed data calls, identify key stakeholders, arrange for scheduling a kick-off and initial interviews with those stakeholders, align on CX survey and agree on an initial on-site start date.

After the virtual meeting, we will send a kick-off email to the primary project owner for distribution to the key stakeholders and kick-off meeting invite.

The first week of the project concludes the transition with the release of data requests, holding a kick-off meeting early in the week, and beginning the initial interviews (as described in 8.1).

## **8.6 Propose additional performance measures including why the performance measure is important and how the City will measure and verify performance.**

To effectively measure the impact of process improvements, the City of Kansas can track several key metrics. Based upon experience in similar contexts, such metrics could include:

- **No. of permits processed:** Tracking the number of permits processed before and after process improvement allows the City to assess the impact of the changes implemented. To gain more insights, the City can analyze this data by permit type to identify if any specific permit-related adjustments are necessary.
- **Time taken to process permits:** Monitoring the time taken to process permits is crucial as it serves as an indicator of efficiency improvement. The City of Kansas can track timestamps starting from the date of application submission until the final approval or rejection to measure the time impact. Additionally, department-specific goals can be established for the review process, and the time taken at each step can be compared against these goals.
- **Permit Value:** This metric measures the financial impact of permits under process or cleared, providing insights into the economic activity of the City of Kansas. The City can track this metric using the completion status of permits and value of the proposed development.
- **Geographic distribution of permits:** This metric indicates the location to which the permit relates and can help prioritize permits based on regional development objectives. The City of Kansas can track this metric by using the geographic location provided during the application process and the current status of the application. Analyzing this metric can help identify location-specific bottlenecks that may require attention.
- **No. of revision cycles that a permit has to go through :** This metric is significant as it directly affects customer satisfaction and may indicate potential redundancies. The City of Kansas can measure the number of revisions by tracking the application history for each permit.
- **Time to fill out application:** This measure reflects the user-friendliness of the application process and its impact on customer satisfaction. Instead of relying solely on timestamp information, which may be influenced by unrelated factors causing customers to pause during the application process, the City can gather feedback through surveys at the conclusion of the application process.
- **Employee turnover (tied to permitting process):** Employee turnover can provide insights into staff satisfaction. To understand the reasons behind turnover, the City of Kansas can conduct exit interviews and track the number of cases where dissatisfaction with the process or organizational culture contributed to turnover.
- **Improvement in customer experience scores / customer ratings:** Monitoring customer experience scores and ratings serves as a pulse check on customer satisfaction and

can identify additional areas for improvement. The City can request customers to complete surveys after their permit applications have been processed to gather feedback on their experience.

- Employee satisfaction: Assessing employee satisfaction helps the City of Kansas understand staff sentiments. This can be measured through surveys designed to gather feedback from employees regarding their satisfaction levels.
- Cross training: This metric signifies the level of expertise and versatility within the organization, ultimately contributing to increased organizational flexibility. The City of Kansas can track this metric by monitoring the number of training sessions conducted for employees, specifically focusing on equipping them with knowledge and skills across various steps in the process.
- Level of manual effort vs automation: This metric provides insights into the extent of manual labor involved in the processes compared to automation, which in turn informs the City's recruiting strategy. The City of Kansas can analyze and identify processes that can be automated versus those that require subjective input or expertise. By tracking the percentage of automation in the overall process, the City can assess the effectiveness of its automation initiatives and make informed decisions regarding resource allocation and recruitment.
- Improvement in feedback quality: The quality and clarity of feedback provided to customers significantly impact their satisfaction levels. The City of Kansas can track this metric by conducting customer surveys and reviewing a sample of feedback provided.
- Improvement in the quality of applications: Poor quality applications often indicate that applicants find the application process challenging. Tracking this metric enables the City to evaluate the effectiveness of process improvements and assess how much easier the process has become. The City of Kansas can track this metric by monitoring the reduction in the number of evaluator comments on applications, indicating an improvement in the quality of applications submitted.
- Labor hour savings (free up capacity to work on other things): Labor hour savings are a key metric for assessing the efficiency and effectiveness of the workforce, indicating increased productivity and providing valuable insights into employee workload. The City can evaluate this metric by monitoring the time employees spend on training or additional responsibilities beyond their original scope of responsibilities.