#### CITY OF SHORELINE REQUEST FOR PROPOSALS RFP NO. 6688

Develop and Conduct 2012 Citizen Satisfaction Survey
Submittal Date: January 20, 2012, 3:00 p.m. Exactly Pacific Local Time

The City of Shoreline, Washington is soliciting proposals (RFP) from individuals or firms interested in developing and conducting its 2012 Citizen Satisfaction Survey.

#### **Primary Objectives**

Develop and conduct a statistically valid survey of Shoreline residents to provide information on needs, concerns and satisfaction levels with City services and issues in the community.

#### **Background**

The City of Shoreline has been conducting citizen satisfaction surveys every other year since 2002. Shoreline is a city with a population of over 53,000. The City expects to conduct the survey in April or May with final results delivered to the Shoreline City Council by the end of June, 2012.

#### **Estimated Budget**

Estimated cost for developing and conducting the survey is between \$30,000 and \$40,000.

#### **Preliminary Timetable for RFP Process**

RFP Released	January 4, 2012
Deadline for Receipt of Written Inquiries	January 13, 2012
Written Responses Distributed	January 17, 2012
Proposal Due Date	January 20, 2012
Proposal Review Period	January 20-27, 2012
Finalists Selected & Reviewed	January 30-February 3, 2012
Intended Date for Award (on or about)	February 10, 2012

#### **General Information**

To be eligible for award, all contractors shall have prior successful experience providing similar services to a city of comparable size.

All documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the City and the public domain, and not the property of the

Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the City because of this solicitation.

#### **Submittal Requirements**

Respondents shall submit one unbound original and 2 CDs of the RFP to the City of Shoreline, City Clerk's Office, 17500 Midvale Avenue North, Shoreline, Washington, 98133-4905. The deadline for proposals by interested parties is **January 20, 2012 by 3:00 p.m. exactly Pacific Local Time**. Responses shall be in a sealed envelope, clearly marked with the project number, title and due date for submittal.

Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of proposals. Proposals received after the due date and time will not be accepted or considered. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.

Questions related to this solicitation may be directed to **Eric Bratton at**<a href="mailto:ebratton@shorelinewa.gov">ebratton@shorelinewa.gov</a>. Deadline for submitting inquiries is 3:00 p.m. January 13, 2012. Responses to all written questions will be made available on the City's website at <a href="https://www.shorelinewa.gov">www.shorelinewa.gov</a> on or before January 17, 2012. <a href="Questions via phone will not be accepted">Questions via phone will not be accepted</a>.

Supplemental information, such as brochures, may be submitted if desired. Proposals shall be limited to single spaced, typewritten pages (min. 12 point font) and shall be no more than 25 pages. The one original shall be unbound and the 2 CD copies shall be in PDF format. The following format and content shall be adhered to by each firm and presented in the following order:

- **A. Executive Summary:** An executive summary letter should include the key elements of the respondent's RFP and an overview of the consultant team. Indicate the address and telephone number of the respondent's office located nearest to Shoreline, Washington, and the office from which the project will be managed. (Page limit: 2 pages.)
- **B. Approach:** (Page limit: 10 pages, excluding resumes.)
  - Methodology(ies): This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Work Plan. Respondent should be specific about how the survey will be administered and the expected completion rate.
  - **2. Work Plan:** Describe the sequential tasks to be used to accomplish the project Scope of Work. Indicate all key deliverables and their contents.
  - 3. Project Organization and Staffing: Describe the approach and methods for managing the project. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.
  - **4. Resumes:** Include resumes of each member of the project team. List the portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff.

- **C.** Cost: Provide an estimate of cost and billing rationale.
- **D. Related Experience/Staff Expertise:** Provide evidence of experience in developing surveys instruments with government agencies and conducting statistically valid surveys by both mail and phone. Please explain the type of surveys conducted and the methodologies for developing and conducting such surveys. The contractor will be required to present the findings before the Shoreline City Council. Provide evidence of presenting before legislative bodies and/or other community organizations. The experience listed must be that which was performed by the consultant's staff and/or team's staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. Specify the percentage of that the Lead Consultant/Project Manager would be allocated to this project. The RFP shall also identify other projects the proposed Lead Consultant/Project Manager will be committed to during the same timeline. (Page limit: 5 pages.)
- **E. References:** Describe recent (within the last 3 years), directly related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project director. At least five references should be included. For each reference indicate the reference's name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed. (Page limit: 8 pages.)
- **F. Project Schedule:** Provide a schedule for completing the tasks in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

#### **RFP Evaluation Criteria**

The City's Evaluation Panel will use the following criteria to evaluate each RFP:

Criteria	Points
Project Approach	0-30
> Cost	0-30
Related Experience/Staff Expertise	0-20
Response of references	0-10
Ability to meet time schedule	<u>0-10</u>
Maximum Points	100

#### **Award**

The proposals will be the basis from which interested firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm.

Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Firms eliminated from further consideration will be notified by mail by the City as soon as practical.

Examples of previous survey results can be found on the City's website at <a href="http://shorelinewa.gov/index.aspx?page=688">http://shorelinewa.gov/index.aspx?page=688</a>.

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### Exhibit A TENTATIVE SCOPE OF WORK

#### **Objective**

Develop and conduct a statistically valid survey of Shoreline residents to provide information on needs, concerns and satisfaction levels with City services and issues in the community.

#### **Tasks**

The Scope of Work is expected to include, but not be limited to, the following tasks:

#### 1. Develop Survey Instrument

Contractor will meet with City staff to design the survey instrument. Since the City benchmarks its survey to previous years, the majority of questions will already be determined; however, the Contractor will be prepared with suggestions for new questions based on issues currently important to the City, as well as suggestions for how to refine any current questions to better address City needs.

Contractor will be expected to meet in person with the Shoreline City Council and the City's Leadership Team at the beginning of the survey development stage to gather input.

#### 2. Survey Administration

Contractor will determine the best way to administer the survey to ensure it is statistically valid for a diverse population of 53,000 people. For previous surveys, this involved mailing the survey to 2,500 households with follow-up phone calls.

#### 3. Analysis of Survey Results

Contractor will analyze the survey results to provide the City with meaningful and useful information. Contractor will be expected to explain what the results mean for the City and how the City can use the information to inform policy decisions to better meet citizen expectations. This should include, but not be limited to, national and/or regional benchmarking information so the City knows how it compares to other cities; geocoding so the City can better understand if different parts of the City feel differently about different issues; and an analysis of what is important to residents and what isn't based on satisfaction levels and importance ratings.

#### 4. Report

Contractor will create a report that includes both a written summary and a graphical presentation of the survey results and contractor's analysis. Contractor will present the report to the Shoreline City Council and the City's Leadership Team.

#### Timeline

February – April 2012 Survey development April – May 2012 Survey administered

Early June 2012 First draft of report to City staff

Late June 2012 Present final report to City Council and Leadership Team

#### **Payment**

Net 30 following contract completion and acceptance by City Project Manager.

# CITY OF SHORELINE SAMPLE CONTRACT



Contract No	
Brief Description:	

CITY OF SHORELINE AGREEMENT FOR SERVICES
This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and, hereinafter referred to as the "CONSULTANT."
WHEREAS, the City desires to retain the services of a consultant to and
WHEREAS, the City has selected to perform the above-mentioned services;
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:
1. Scope of Services to be Performed by the Consultant.  The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
<ul> <li>2. Compensation.</li> <li>A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$ including all fees and those reimbursable expenses listed in Exhibit A.</li> <li>B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.</li> </ul>
3. Term.  A. The term of this Agreement shall commence and end at midnight on the day of, 20
4. Termination.

A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies,

- worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

#### 5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

#### 6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or

otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

#### 7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**8.** Gifts: The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

#### 9. City of Shoreline Business License.

The awarded consultant will be required to obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. More information regarding requirements to register with the State of Washington Department of Revenue can be found on the web at: <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/default.aspx">http://dor.wa.gov/content/doingbusiness/registermybusiness/default.aspx</a>

#### 10. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

- 1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.
- A. <u>Professional Liability, Errors or Omissions</u> insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

- B. <u>Commercial General Liability</u> insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.
- C. <u>Automobile Liability</u> insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

#### 11. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

#### 12. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

#### 13. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

#### 14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager	Consultant Name:
City of Shoreline	Name of Firm:
17500 Midvale Avenue N	Address:
Shoreline, WA 98133-4905	Address:
(206) 801-2700	Phone Number:

#### 15. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.			
18. Entire Agreement.  This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.			
This agreement is executed by			
CITY OF SHORELINE	CONSULTANT		
By:	By:		
Name:	Name:		
Title:	Title:		
Date:	Date:		
Approved as to form:			
Ву:			
Ian Sievers City Attorney			

Attachments: Exhibits A, B, W-9 (Request for Taxpayer Identification Number and Certification)

**16. General Administration and Management.**The City's contract manager shall be (name and title):\_\_\_\_\_.

## EXHIBIT B CITY OF SHORELINE BILLING VOUCHER

17500 Midvale AVE N, Shoreline, WA 98133-4905  $\upsilon$  (206) 801-2700  $\upsilon$  Fax (206) 546-7870

Contract No			
Firm Name: Mailing Address:			
Invoice No.: Invoi	ce Date:		
Amount of Invoice: \$			
Contract Expiration Date: Current Invoice Period	:		
Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):			
BUDGET SUMMARY:			
Total Contract Amount (including amendments)	\$		
Previously Billed	\$		
Current Invoice Request	\$		
Total Payments Requested to date	\$		
Contract Balance Remaining	\$		
Payments will be processed within thirty (30) days from receipt of approved billing voucher.  Consultant Signature			
Sonoultant Signature			
For Department Use Only			
Approved for Payment:			
Date:			
City of Shoreline			