

**VASHON PARK DISTRICT
REQUEST FOR PROPOSAL
COMMUNITY ATTITUDE, INTERESTS, AND NEEDS ASSESSMENT SURVEY**

The Vashon Park District (District) invites all qualified consultants to submit a proposal to develop and conduct a statistically valid survey of Vashon-Maury Island residents regarding the park and recreation services and facilities offered in the community. The selected consultant will develop an appropriate survey instrument and methodology to gauge citizen opinion for use in the District's Strategic Planning process. Public involvement is an important aspect of preparing this plan and developing goals that best serve the parks and recreation needs of our community. The results of the survey will be provided in a report and include a tabulation of results, cross-tabulations, analysis, and conclusions. 2010 Census data provides a population size of the community of 10,624.

The District staff will not respond to telephone questions about the RFP. Questions concerning this RFP must be received in writing to the Executive Director (see email and mail address below) by 4:00 p.m. on Thursday, March 31, 2016.

Submissions must be received at the District office no later than **4:00 p.m. Friday, April 1, 2016.**

By Mail: Vashon Park District, P.O. Box 1608, Vashon, WA 98070.

By Delivery: Vashon Park District, 17130 Vashon Hwy. S.W., Vashon, WA 98070.

By Email: eott@vashonparks.org.

Any submittal received after this specified time will be rejected.

SCOPE OF WORK

A. SURVEY DESIGN AND QUESTIONS

The selected consultant shall meet with, assist, and guide the District Survey Committee in developing an objective survey instrument designed to gauge community sentiment and opinions about such matters including, but not limited to, the following:

- Frequency of Use of Parks and Facilities
- Quality of Vashon Park District Facilities
- Most Important Parks and Recreation Facilities
- Most Important Functions for the District
- Support for Actions to Improve Parks and Recreation Needs
- Actions Respondents are Most Willing to Fund

The survey and questions must be designed to ensure statistical validity and unambiguous quantifiable results. The consultant will assist with determining the length of the survey and organization of the questions to ensure the most cost effective and accurate survey results are achieved.

B. SURVEY METHODS

The District is amenable to a variety of survey methods. The consultant will be asked to provide recommendations on how to increase survey yield. The consultant will be responsible for the performance of the survey to include phone calls if by phone and distribution and collection if by mail or electronic delivery.

C. SURVEY ANALYTICS & REPORT

The consultant shall compile and analyze the survey results and prepare a draft written report to include illustrative graphs, raw data analysis, and any other information the consultant believes could be beneficial to understanding the collected information. The consultant will meet with the District Survey Committee in a work session to present the draft report, taking questions and recommendations to complete a final report. The consultant shall meet a second time, if requested, with the District Survey Committee to present the final report. The draft and final reports will be provided by the consultant electronically both in MS Word and PDF format.

PROPOSAL CONTENT

Interested consultants shall provide the following information in their proposals. It shall be organized in the order listed below to facilitate fair and equal evaluation of the responses.

- A. **COVER LETTER:** A cover letter shall be provided which succinctly explains the consultant's interest in the project. The letter shall also contain the following:
 - a. The firm's background;
 - b. Name, position and contact information of the person whom shall be managing the project;
 - c. Name(s) and contact information of the individuals/sub-consultants whom will be participating in the project.
- B. **METHODOLOGY:** Describe the preferred process, methodology, and approach for completion of the scope of services. Indicate how the process and approach will accomplish the project objectives. Provide specific recommendations for the preparation of the survey.
- C. **SCHEDULE:** Please provide a time line for completing the project from the time of selection to the submission of the results to the District Survey Committee.
- D. **QUALIFICATIONS AND AVAILABILITY OF KEY PERSONNEL:** Submit summarized resumes of the manager of the project in addition to all those whom will be involved in completing the scope of services. Please include their experience in performing the required and necessary services or functions. Please indicate staff availability relative to the schedule in Item C above.
- E. **REPRESENTATIVE PROJECTS OF SIMILAR SIZE AND SCOPE:** To include:
 - a. Project cost;
 - b. Date of project contract; date of survey; and date of project completion;
 - c. Names of team members who worked on the project;
 - d. A paragraph explaining the work performed by consultant's firm;
 - e. Project owner's contact information;
 - f. Sample report of at least one survey and the statistical information provided to the client;
 - g. Three to four references for similar projects (preferably 2 in the past 5 years; preferably at least 2 with municipal governments). Include contact person, their position, address, and phone number and a brief summary of the work performed.
- F. **COST FOR SERVICES:** Provide a fee schedule to include expenses attributable to the project; hourly billing rates for specific team members that will be engaged in this project; and a not-to-exceed amount for the project.

SELECTION PROCESS

The District Survey Committee will review all proposals and rank the submittals with points being assigned in increments of 5:

<u>Selection Criteria</u>	<u>Assigned Points</u>
1) Responsiveness and clarity of the proposal	20
2) Experience with similar projects	20
3) Schedule and Cost of Services	20
4) Experience and qualifications of consulting firm and key personnel associated with the project	20
5) Staff Availability	15
6) Location of firm relative to process and methodology	10
7) Feedback from references	<u>20</u>
Total Possible Points	120

The proposal from the selected consultant will be subject to contract negotiation for the services if the District Survey Committee finds everything satisfactory and within budget funding. If an acceptable contract cannot be negotiated with the finalist, the second ranking consultant will be contacted and the same process applied.

Following final selection, the parties shall execute a contract based on this RFP. Project work under this proposal may not begin until the District and the selected Contractor execute a Contract. The District reserves the right to reject all proposals and to waive any irregularities or informalities. This RFP does not commit the District to award or contract nor pay any costs incurred in the preparation and submission of proposals in the anticipation of a contract. All submissions become the property of the District and will not be returned to the Consultant firm.

GENERAL CONDITIONS AND REQUIREMENTS

- A. The selected Consultant shall provide the District with a Form W-9, Request for Taxpayer Identification Number and Certification;
- B. The selected Consultant shall provide a Certificate of Liability Insurance naming the Vashon Park District as an additional insured.
- C. The selected Consultant shall agree to indemnify and hold the District harmless from claims, demands, suits, causes of action and judgments arising from the Consultant's performance, including claims of professional malpractice or negligence.

The attached Professional Services Agreement represents the standard contract language to be used during contract negotiations.

PROFESSIONAL SERVICES AGREEMENT

PROJECT: COMMUNITY ATTITUDE, INTERESTS, AND NEEDS ASSESSMENT SURVEY

CONSULTANT: Name of Firm, Address, City, State, Zip

PROJECT MANAGER:

THIS AGREEMENT is made and entered into by and between the **Vashon Park District** (*hereinafter referred to as "VPD"*) and **xxFIRMxx** (*hereinafter referred to as the "Consultant"*) for the furnishing of **xxTitlexx** Professional Services (*hereinafter referred to as the "Project"*).

VPD and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will

DELIVERABLES

ASSUMPTIONS

COMPENSATION

This will be accomplished on a **time and materials** basis and will not exceed **\$00,000.00** without prior written approval from VPD.

Consultant is responsible for working within the budget as agreed. Should the Consultant incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the Consultant is solely responsible for the additional costs.

All third party costs will be paid per paragraph 10 of the attached Terms and Conditions, at cost plus % markup. The hourly rates are \$ [or as stated in Attachment "A"].

All invoices shall be sent to the address above. The invoice must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

The length of this agreement is from the date of execution to xxDATExx.

This agreement is expressly conditioned upon the Terms and Conditions and Guidelines for Consultant Fees and Reimbursable Items attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

AGREED

VASHON PARK DISTRICT

CONSULTANT (LEGAL NAME)

By: _____

By: _____

Print Name Title

Print Name Title

Date

Date

Vashon Park District Terms And Conditions Professional Services Agreement

In consideration of the mutual covenants, obligations, and compensation to be paid by VPD to Consultant, it is agreed that:

1. Representatives

VPD's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

2. Key Personnel

The Consultant and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by VPD.

3. Relationship of the Parties

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

4. Conflicts of Interest

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

5. Compliance with Laws

a) Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting

regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

b) VPD shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

6. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to VPD upon termination of the Agreement or otherwise as requested by VPD.

7. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. VPD has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or

other materials prepared under this Agreement for promotional purposes shall require VPD's prior consent.

8. Disclosure

All information developed by the Consultant and all information made available to the Consultant by VPD, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of VPD.

9. Deliverables

All tangible materials produced as a result of this Agreement shall be prepared as specified by VPD's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product on floppy disk or CD-Rom in a PDF format or other format specified by VPD.

10. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, VPD shall pay Consultant as specified in the Agreement. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Consultant's expenses will be reimbursed at cost, with the exception of all third party costs which will be reimbursed at cost plus the negotiated percentage markup.

11. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, in accordance with VPD's "Guidelines for Consultant Fees and Reimbursable Items", by the 10th of the

month to be paid by the end of the current month, unless other terms are agreed to by the parties.

12. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

13. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general liability insurance as shall protect Consultant and any subconsultant performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultant, or anyone directly or indirectly employed by either of them.

b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless VPD, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

c) With respect to professional liability claims only, and not commercial general liability claims, Consultant and its subconsultants agree to indemnify and hold harmless VPD, its appointed and elective officers and its employees from and against

any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

d) Consultant shall submit to VPD, prior to the commencement of services, certificates of insurance evidencing:

i) Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

ii) Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and

iii) Professional Liability not less than \$1,000,000 per claim and in the aggregate. Coverage shall remain in effect for the term of this Agreement plus three years.

e) All policies shall be issued by a company having an A. M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to VPD. Except for professional liability, VPD shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

14. Standard of Care

a) Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs,

drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

b) VPD's approval of plans, drawings and specifications shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by VPD arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

15. Competitive Specification

If the scope of work includes development of specifications:

a) Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

b) Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

16. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. At the end of each month the Consultant shall submit a

copy of the current schedule and a written narrative description of the work accomplished, identifying scheduled milestones and the status thereof. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

17. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of VPD.

18. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by VPD for cause when VPD deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. VPD may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

19. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. VPD reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the King County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorneys fees.

20. Extent of Agreement

This Agreement represents the entire and integrated understanding between VPD and Consultant and may be amended only by written instrument signed by both VPD and Consultant.

Vashon Park District Guidelines for Consultant Fees and Reimbursable Items

General Considerations

These guidelines are intended to assist consultants in developing fee proposals; exceptions may be appropriate for the particular scope of work and should be specifically negotiated.

Rates and multipliers will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written change order.

No overtime rates of pay will be paid.

Hourly Rates And Expenses

VPD expects that the proposed hourly rates or multiplier of hourly rates include all routine overhead and internal expenses of the firm. Inclusion of expenses in the hourly rate or multiplier reduces the amount of backup documentation required to support each invoice and expedites payment.

VPD expects that the proposed hourly rate includes the equipment, tools, software and supplies required to perform the work.

Hourly rates should be identified for all classifications anticipated to be itemized on the consultant's invoice.

Reimbursables

VPD will reimburse the following expenses at cost (when appropriate backup is provided):

1. Printing of review and final sets of deliverables; all deliverables shall also be provided on formatted disk at no additional charge.
 2. Postage/shipping cost for deliverables
 3. Film development
 4. Mileage at current [Internal Revenue Service](#) allowable mileage reimbursement rate.
 5. Long distance telephone charges
 6. Computer disks
 7. Meals and lodging at current Internal Revenue Service allowable reimbursement rate (except for consultants in the local area)
- Project field supplies consumed in the work will be reimbursed at cost plus negotiated markup.
- Unless specifically negotiated, VPD will not separately reimburse the firm for routine overhead and internal expenses, including:
1. Computer software or hardware usage
 2. Graphics supplies or plotter use
 3. Digital camera or batteries usage
 4. Communications (except long distance) including:
 - Cell phone rental
 - Fax transmissions
 - Routine postage or courier
 5. Routine reproduction or copying, except for deliverables (see reimbursables)

Lab Samples and Analysis

The unit price should include analytical costs. Sampling should be scheduled to ensure that results are received when required at normal turnaround rates. 24-hour or rush turnaround rates will be paid only when specifically requested by VPD. Lab services provided by a third party will be reimbursed at cost plus negotiated markup.

Subcontracted Services

When specifically negotiated, subcontracted services will be reimbursed at cost plus negotiated markup.

Invoice Format Guidelines

Invoices must be numbered in a format that shows the firm's unique sequential numbering system for invoicing.

Invoices should show description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of contract, individual's names and titles, hours at hourly rate, authorized expenses itemized with backup.

When applicable, the invoice must show the percentage completion of each task within the scope of work. Payment will not exceed the percentage of work completed.

Attachment "A"

HOURLY RATES

Consultant

PROJECT: COMMUNITY ATTITUDE, INTERESTS, AND NEEDS ASSESSMENT SURVEY

<u>Personnel</u>	<u>Hourly Rates</u>
Sr. Consultant 2	\$
Sr. Consultant 1	\$
Consultant 2	\$
Consultant 1	\$
Project 2	\$
Project 1	\$
Staff 2	\$
Staff 1	\$

Reimbursable

Outside Lab services	Cost + Negotiated Markup
Subconsultants	Cost + Negotiated Markup
Mileage (all Vehicles)	Paid at the current IRS allowable mileage reimbursement rate

All other fees will be paid per VPD Terms & Conditions and Guidelines for Consultant Fees and Reimbursable Items.

Additional personnel/equipment are not authorized without prior written approval from VPD's Project Manager and Contract Representative.