



# REQUEST FOR PROPOSALS

## Communications Strategy

### INTRODUCTION

The City of Shelton, Washington invites proposals from qualified consulting firms to advise the City on public communications strategies. Responding firms should be experienced in assessing and developing strategies for communications and marketing programs, preferably involving public agencies of sizes similar to the City of Shelton.

**THE DEADLINE FOR SUBMITTAL OF PROPOSALS IS 5:00 PM, PACIFIC TIME, FEBRUARY 1, 2019.**

A digital copy of the proposal must be submitted to the City of Shelton no later than the deadline listed above. All proposals must be clearly marked “Proposal for Communications Strategy.” The official clock for submissions is located at the Shelton Civic Center. All proposals and accompanying documentation will become the property of the City and will not be returned. Costs for developing the proposal in response to the RFP are entirely the obligation of the vendor.

Email delivery address:

Andy Arnes, Communications & Economic Development Officer  
[andy.arnes@sheltonwa.gov](mailto:andy.arnes@sheltonwa.gov)

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## CITY BACKGROUND

The City of Shelton officially incorporated in 1890, and currently operates under the council-manager form of government. The City Council is comprised of seven members, elected at large by the citizens of Shelton. They are part-time officials who exercise the legislative powers of the city and determine matters of policy. The Mayor is a councilmember selected by the Council to chair meetings, authenticate documents, and serves as the ceremonial head of the city. The Council is supported by several advisory boards and commissions. The Council appoints a full-time City Manager who serves as the professional administrator of the organization, coordinating day-to-day activities.

The City of Shelton serves a population of approximately 10,000 people, and provides a full range of municipal services including:

- Police Protection
- Fire Protection (contracted from Central Mason Fire & EMS)
- Parks and Recreation
- Public Works
- Community Development
- General Administrative Services

Currently, there are approximately 90 full-time employees of the City of Shelton, excluding seasonal workers.

## CURRENT COMMUNICATIONS PROGRAM

The City of Shelton employs one part-time communications officer responsible for the city's centralized communications program. An outside consultant has never reviewed the city's communications approach, resource levels, and outcome patterns.

The following is a non-comprehensive list of citywide communication tools currently in use:

- City Website
- News Releases
- Social Media – Facebook, Twitter, YouTube
- Radio
- Newsletters
- Special Mailers

## CITY'S RESPONSIBILITIES

City staff will provide the selected consultant with all relevant information it has pertaining to its current communications program. The City may provide additional documents and information, as appropriate.

## PROPOSAL FORMAT

Proposals shall be a maximum of 15 pages, not including the cover letter, and include the following information:

1. Cover letter summarizing the proposal and the firm's qualifications as they relate to the scope of work.

2. Outline of the proposed work plan, including a description of deliverable, activities and time estimates for completing each element.
3. Description of the project team. The names, title, and qualifications of the proposed project manager and support staff who will be conducting the work on this assignment, including their experience and projects in which they had “hands on” responsibility.
4. Schedule of billing rates and an all-inclusive fee that includes associated costs.
5. A list of four references for similar project, including contact information.

## BUDGET/CONTRACT

The City of Shelton wishes to negotiate a contract with a “not to exceed” dollar total based on a clearly defined scope of work. The selected consultant will be required to enter into a professional services contract.

## SCHEDULE

The following is an outline of the selection procedure and a tentative time schedule:

EVENT	DATE
Release RFP	December 20, 2019
Questions about RFP due	January 18, 2019
Deadline for submission of proposals	February 1, 2019 @ 5:00 PM
Proposal evaluation complete	February 15, 2019
Contract award – Work begins on the contract	March 4, 2019

## SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

EVALUATION CRITERIA	WEIGHT
Staff expertise and overall experience of personnel assigned to the work.	15
Thoroughness and understanding of the tasks to be completed. Overall content quality and responsiveness to RFP requirements.	25
Background and experience with similar projects.	30
Cost.	30
<b>TOTAL</b>	<b>100</b>

## DISCRETION AND LIABILITY WAIVER

The City of Shelton reserves the right to reject all proposal or to request and obtain supplementary information as may be necessary for City staff to analyze the proposals pursuant to the consultant selection criteria listed above.

The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

## CONTACTS

All communications concerning this RFP should be directed to the RFP coordinator listed below. Any oral communications will be considered unofficial and non-binding on the City.

Andy Arnes  
Communications & Economic Development Officer  
525 W Cota Street  
Shelton, WA 98584  
360-968-9045  
[andy.arnes@sheltonwa.gov](mailto:andy.arnes@sheltonwa.gov)

## ATTACHMENTS

- A. Scope of Work
- B. Sample Professional Services Contract

## ATTACHMENT A: SCOPE OF WORK

**NOTE: This scope of work is not final until a consultant is selected and negotiations are completed.**

### PROJECT MANAGEMENT

1. The Consultant shall develop a mutually agreeable project management plan that clearly describes all phases of the project with schedules, responsibilities, and deliverables.
2. The Consultant shall submit monthly invoices with a written summary of project progress.

### COMMUNICATIONS STRATEGY

The Consultant's work on the Communications Strategy will include the following tasks:

1. Interview the City Council, City Management and Communications staff regarding current practices. A public engagement process will also be included as part of this planning effort.
2. Evaluate existing communications tools and practices, including comparisons with other local jurisdictions and best practices.
3. Assess compliance with the Public Records Act (PRA), Open Public Meetings Act (OPMA), Washington State Records Retention requirements as well as the Americans with Disabilities Act (ADA). If new technology strategies are recommended, an analysis of how those would comply with these laws.
4. Assess organizational capacity and coordination for maintaining and enhancing communications efforts.
5. Develop a written report that includes:
  - a. Observations on the effectiveness of current capabilities and practices.
  - b. Recommendations for changes in current practices, organizational structure, mediums currently in use and new mediums to enhance overall communications efforts with consideration for achieving compliance with applicable regulations. Recommendations should maintain the responsiveness of City messaging and address the communications needs of various community segments.
  - c. Estimations of costs and resource requirements for implementing the proposed communication strategies.

### DELIVERABLES

1. Draft and final written report.
2. Materials and exhibits for presentation to the City Council.

ATTACHMENT B:  
SAMPLE PROFESSIONAL SERVICES CONTRACT

**City of Shelton  
Agreement for Services**

This Agreement is entered into by and between the City of Shelton, Washington, a municipal corporation, hereinafter referred to as the "City," and \_\_\_, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

\_\_\_ According to the rates set forth in Exhibit " \_ "

\_\_\_ A sum not to exceed \$

\_\_\_ Other (describe): \_\_\_\_\_

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending \_\_\_, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
6. **Indemnification.** 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, arising out of or resulting from the acts, errors or omissions of the Consultant in 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, including the duty and cost to defend, 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 purposes 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.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. **Insurance.**
  - A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - B. 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 such services, or 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.

**Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

**Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**8. Record Keeping and Reporting.**

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

**10. Termination.**

- A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.
- E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the “City”. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.
  
14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.
  
15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.
  
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.**

Notices to the City of Shelton shall be sent to the following address:

City of Shelton  
 525 W Cota Street  
 Shelton, WA 98584  
 360-968-9045

Notices to the Consultant shall be sent to the following address:

Company Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Email \_\_\_\_\_

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other

proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this 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 with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

**CITY OF SHELTON, WASHINGTON**

**CONSULTANT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest/Authenticated:  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Approved As To Form:  
\_\_\_\_\_