

SOUTH WHIDBEY PARKS AND RECREATION DISTRICT



REQUEST FOR PROPOSAL RFP/Project # 2015-01

Design Services for Campground Development on 30 Acre Parcel

5475 Maxwellton Rd. Langley, WA. 98260

Issue Date: November 20th, 2015

Due Date: December 10th, 2015

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the South Whidbey Parks and Recreation District for:

RFP# -2015-01 Design Services for Campground Development on 30 Acre Parcel by filing with: Doug Coutts, Director, South Whidbey Parks and Recreation District 5475 Maxwellton Rd. Langley WA. 98260 until:

Date: Thursday December 10th, 2015

Time: 2:00 PM

Proposals submitted after the due date and time will not be considered. Consultants accept all risks of late delivery of mailed proposals regardless of fault.

A detailed Request for Proposal (RFP) including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available at the South Whidbey Parks and Recreation District website (<http://www.swparks.org>) or from the administrative office (5475 Maxwellton Rd. Langley, WA. 98260) or by calling (360) 221-5484.

The South Whidbey Parks and Recreation District reserves the right to reject any and all proposals and to waive irregularities and informalities in the proposal and evaluation process, or accept any proposal, which would be in the best interest of the District. This RFP does not obligate the District to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the District to accept or contract for any expressed or implied services. Further the District reserves the right to negotiate any and all elements of a proposal.

The successful Consultant must comply with the federal, state and local equal opportunity requirements. The District is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

Contents

Section 1. General Information	4
1.01 Introduction	5
1.02 Purpose of RFP.....	5
1.03 Background	5
1.04 Definitions.....	5
1.05 RFP Coordinator/Communications	5
1.06 Preliminary Schedule	6
1.07 Response Format	6
1.08 Completeness of Proposal	6
1.09 Proposal Response Date and Location	6
1.10 Required Number of Proposals	7
1.11 Consultant's Cost to Develop Proposals	7
Section 2. Terms and Conditions	8
2.01 Questions Regarding the RFP	8
2.02 RFP Amendments	8
2.03 Withdrawal of Proposal	8
2.04 Rejection of Proposals	8
2.05 Negotiation	8
2.06 Proposal Modification and Clarifications.....	8
2.07 Proposal Validity Period.....	8
2.08 Proposal Signatures	9
2.09 Non Endorsement.....	9
2.10 Non Collusion Certificate	9
2.11 Insurance Requirements.....	9
2.12 Budget.....	9
2.13 Consultant Qualifications and Experience.....	9
2.14 Equal Opportunity Requirements.....	10
2.15 Other Compliance Requirements	11
2.16 Subcontracting.....	11
2.17 Temporary Employees	11

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

2.18 Background Checks.....	11
2.19 Not District Employees	11
2.20 Ownerships of Documents	12
2.21 Confidentiality of Information	12
2.22 Hold Harmless.....	12
Section 3. Requested Services	12
3.01 Duration of Services.....	12
3.02 Consultant Information	12
3.03 Performance Expectations.....	12
3.04 Scope of Services	13
Section 4. Proposal Evaluation	13
4.01 Evaluation Procedures.....	13
4.02 Scoring and Evaluation Factors.....	14
4.03 Consultant Presentation, Committee Interview and/or Additional Information.....	14
4.04 Final Selection.....	14
4.05 Contract Award and Execution	14
Form #1 - Proposal Form	16
Form #2-Company Information	17
Form #3-Client Reference.....	19
Attachment "A"	20
Attachment "B".....	21

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel REQUEST FOR PROPOSAL

1.01 Introduction

The South Whidbey Parks and Recreation District is a junior taxing district encompassing the south end of Whidbey Island with the same general borders as the South Whidbey School District. The District's resident population is approximately 16,000.

1.02 Purpose of RFP

To obtain proposals for a public input design process for the development of a 30% design plan of a campground facility on the recently acquired 30+ acre parcel.

1.03 Background

The South Whidbey Parks and Recreation District has acquired a 30+ acre parcel adjacent to the existing Community Park (Island County Parcel # R32915-475-3790) and is interested in contracting with a design firm with experience in Campground Design to develop a 30% design of a Campground on the property. The design process should engage public input through a specific public meeting process. The District intends to apply for WWRP (Washington Wildlife and Recreation Program) grants for financing the actual development project so all design alternatives must be compatible with this process.

1.04 Definitions

District: The South Whidbey Parks and Recreation District.

Selection Committee: The RFP Selection Committee is comprised of the District Director and the District's board of commissioners.

Contract: The agreement to be entered into for services between the District and the Consultant who submits the proposal accepted by the District.

RFP: Request for Proposal

Consultant: The consultant firm submitting the proposal and/or the person or firm awarded the contract.

Administrative Facility: 5475 Maxwellton Road, Langley WA. 98260

1.05 RFP Coordinator/Communications

Upon release of this RFP, all Consultant communications concerning this information request should be directed in writing to the District Director listed below. Unauthorized contact regarding this RFP with other District employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the District.

Name: Doug Coutts,

District Director

Address: South Whidbey Parks and Recreation District

5475 Maxwellton Rd.

Langley, WA 98260

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel REQUEST FOR PROPOSAL

Telephone: (360) 221-6488

E-mail: dirstwprd@whidbey.com

1.06 Preliminary Schedule

These dates are estimates and are subject to change by the District.

Event Date

Release RFP to Consultants November 20th 2015

Consultant Questions (if any) Due December 3rd 2015

Proposal Responses Due December 10th, 2015 2:00pm

Proposal Evaluation Complete December 16th 2015

Negotiation of Contract December 17th-22nd 2015

1.07 Response Format

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP.

Where applicable, Consultant proposals must be submitted in the format specified below. Please provide responses in the format of tables provided. Consultants that deviate from this format may be deemed nonresponsive.

1.08 Completeness of Proposal

The Consultant must attach the Proposal Form (Form 1) signed by a Consultant representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the Consultant takes to the District's RFP, or declare that there are no exceptions taken to the RFP.

1.09 Proposal Response Date and Location

Proposals must be submitted to the South Whidbey Parks and Recreation District Administrative Office no later than December 10, 2015 at 2:00 p.m. All proposals and accompanying documentation will become the property of the District and will not be returned. Consultants accept all risks of late delivery of mailed proposal regardless of fault.

The office may be contacted at:

South Whidbey Parks and Recreation District
5475 Maxwellton Rd.
Langley, WA. 98260
(360) 221-5484

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

1.10 Required Number of Proposals

Five (5) copies with one (1) original (a total of six – 6) must be received by the date and time listed.

1.11 Consultant's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the Consultant and shall not be chargeable in any manner to the District.

Section 2. Terms and Conditions

2.01 Questions Regarding the RFP

Oral interpretations of the RFP are not binding on the District. Request for interpretation/clarification of the RFP specification must be made in writing and submitted to the District Director no later than December 3, 2015.

2.02 RFP Amendments

The District reserves the right to request that any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

The District reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The District also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Consultant's responsibility for checking the District's web site at www.swparks.org for the issuance of any amendments prior to submitting a Proposal.

2.03 Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the submission time specified in Section 1.09, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Proposals

The District reserves the right in its sole discretion to cancel this RFP and to reject any or all proposals, to waive any and all informalities or irregularities contained in any proposal, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District. The District reserves the right to accept any proposal that it deems to offer the best overall proposal in its sole discretion and deemed to be in the best interest of the District.

2.05 Negotiation

The District reserves the right to negotiate any and all elements of a proposal.

2.06 Proposal Modification and Clarifications

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

2.07 Proposal Validity Period

Submission of a proposal will signify the Consultant's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the contract that is negotiated between the District and the successful Consultant.

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel REQUEST FOR PROPOSAL

2.08 Proposal Signatures

An authorized representative must sign proposals, with the Consultant's address and telephone information provided. Unsigned proposals will not be considered.

If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.

If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.

If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.

The District reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

2.09 Non Endorsement

As a result of the selection of a Consultant to supply products and/or services to the District, Consultant agrees to make no reference to the District in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the District.

2.10 Non Collusion Certificate

The proposal submitted for this RFP shall include the Non-Collusion Certificate (Attachment "A").

2.11 Insurance Requirements

The District will require the selected Consultant to comply with the insurance requirements as listed in Attachment "B". It is understood that the District does not maintain or provide liability insurance for Consultant and/or its officers, employees, agents, instructors and/or subcontractors.

2.12 Budget

Based on budgetary quotations from design firms, the District has budgeted \$15,000-\$30,000 for this project as described.

2.13 Consultant Qualifications and Experience

Minimum Qualifications

Responding Consultant Team must meet the following minimum requirements:

- Responding consultant and/or subconsultant firm principal(s) must have a current Landscape Architectural license in the state of Washington per the Revised Code of Washington (RCW) 18.96, RCW 18.235, and per the Washington Administrative Code, (WAC) chapter 308-13.

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

- Responding consultant and/or subconsultant firm principal(s) must have a current Architectural license in the state of Washington per the RCW 18.08, RCW 18.235, and per the WAC chapter 308-12.
- Responding consultant and/or subconsultant firm principal(s) must have a current Engineer's license in the state of Washington per the RCW 18.43, RCW 18.235, and WAC chapter 196-12.
- Responding consultant teams certify that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the responding consultant agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the Office of Inspector General Suspension and Debarment List at <http://www.gsaig.gov/index.cfm?LinkServID=C4C89080-D2BE-D29A-96355D44A13E4356>. The responding consultant (prospective lower tier participant) shall provide immediate written notice to RCO if at any time the prospective lower tier participant learns that the above certification was not correct when submitted or has become erroneous by reason of changed circumstances.

Desirable Experience

Prospective consultant teams should have a working knowledge of, and extensive experience with, the following initiatives:

- Campground design as evidenced by specific design examples/previous client references
- Public Design processes and engagement of the public in the design process as evidenced by previous client references
- LEED for New Construction (<http://www.usgbc.org>) Firm principal architect, landscape architect and civil engineers are required to hold LEED certifications
- ASLA Sustainable Sites Initiative (SITES) including the anticipated *SITES* v2 to be finalized and released in the fall of 2013 (<http://www.sustainablesites.org>)
- National Environmental Policy Act (NEPA)
- State Environmental Policy Act (SEPA)
- Americans with Disabilities Act (ADA)
- Island County Building Code with regard to Design and Construction Standards and Specifications, and Stormwater Management (or similar from communities with ordinances of similar complexity);

Responding consultant firms must identify project team members and/or subconsultant design firm team members that possess complementary skills, experience and/or capacity in responding to this RFQ.

Any consultant selected by the District will be required to enter into a Professional Services Agreement prior to providing any services to the District. A sample Professional Services Agreement is available on the District website at www.swparks.org

2.14 Equal Opportunity Requirements

The District is an equal opportunity employer and requires all Consultants to comply with policies and regulations concerning equal opportunity.

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

In all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Consultant or by Consultant's employees, agents, subcontractors or representatives against any person because of sex, age, (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment.

2.15 Other Compliance Requirements

In addition to nondiscrimination requirements previously listed, the Consultant awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

2.16 Subcontracting

This service shall not be subcontracted, unless there is additional supervising staff to direct and adequately train employees to acceptable standards and with the written permission of the District Director.

2.17 Temporary Employees

Successful Consultant will not hire temporary-type employees hired on the spot through an employment agency that have not been properly trained. In no case shall any hires be made without proper background checks.

2.18 Background Checks

Because of the sensitive and valuable materials in the District facilities, the District reserves the right to require the Consultant to have background checks updated or completed upon request. There will be no exceptions and no substitutions of personnel without prior background clearance checks.

2.19 Not District Employees

Consultant, its agents and employees shall not represent to anyone that Consultant, or its agents or employees is an employee of the District. Consultant shall be an independent contractor and that the District shall be neither liable nor obligated to pay Consultant, its employees, agents or representatives for sick leave, vacation pay or any other benefit of public employment, nor to pay any social security or other tax which may arise as an incident of employment; provided, however, that any insurance which is purchased by the District and which has a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement for services to an employment contract. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the District for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

2.20 Ownerships of Documents

Any reports, studies, conclusions, and summaries prepared by the Consultant shall become the property of the District.

2.21 Confidentiality of Information

All information and data furnished to the Consultant by the District, and all other documents to which the Consultant's employees have access during the term of the contract, shall be treated as confidential to the District. Any oral or written disclosure to unauthorized individuals is prohibited.

2.22 Hold Harmless

The Consultant shall hold harmless, defend, and indemnify the District and the District's officers, agents, and employees against any liability that may be imposed upon them by reason of the Consultant's failure to provide worker's compensation coverage or liability coverage.

Section 3. Requested Services

3.01 Duration of Services

The District anticipates the service period to be from January 1st, 2016 through April 1st, 2016. During the term of this Agreement, the District shall have the option to increase or decrease the amount of services provided under this Agreement. The Agreement rate for such increase or decrease shall be adjusted upon mutual agreement of the parties. In the event that the parties cannot agree upon a rate for said increase or decrease in service, either party upon sixty (60) days written notice may terminate the Agreement.

3.02 Consultant Information

The forms referenced below must be submitted with Consultant proposal. Those areas that do not apply to your proposal please mark with an "N/A". Do not leave any space blank.

Company Information - Complete table in Form 2

Client References - Complete table in Form 3

3.03 Performance Expectations

If the Consultant has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the Consultant's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the Consultant to be in default.

Submit full details of all terminations for default experienced by the Consultant during the past five (5) years, including the other party's name, address and telephone number. Present the Consultant's position on the matter. The District will evaluate the facts and may, at its sole discretion, reject the

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel REQUEST FOR PROPOSAL

Consultant's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Consultant.

If the Consultant has experienced no such termination for default in the past five (5) years, so declare.

If the Consultant has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

3.04 Scope of Services

- Preliminary Site Design to 30%
 - Design process to include a public input process with at least the following:
 - At least 1 public meeting to gather public input on possible amenities/ideas for campground/site design prior to any design being started
 - Design of at least two options for campground including amenities as recommended
 - At least 1 public meeting to get feedback on the 2 design alternatives for the site
 - Development of the preferred alternative based on public feedback
 - Presentation of final preferred alternative at a open public Board meeting
 - Work with staff to develop at least two methods of gathering public input throughout the process for those unable to attend meetings i.e.-comments in office, comments via website/email, etc.
- Investigation and preliminary evaluation of the following concerns:
 - Water system is currently “Blue tagged” in the park-determine the reason for the blue tag status and estimate cost for bringing the system into a state that it could be expanded upon.
- Identification of required permits for construction
- Deliverables
 - Design plans to 30% including cost estimates for construction
 - Design plans to be delivered electronically and in a manner conducive to inclusion in a WWRP Grant application
 - Detailed cost estimates for construction based on design plans
- Alternate deliverable
 - A 3D model of the final preferred alternative for viewing and use in fundraising/grant applications

Section 4. Proposal Evaluation

4.01 Evaluation Procedures

Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Consultant's proposal and how well the proposal meets the needs of the District.

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel REQUEST FOR PROPOSAL

In evaluating the proposals, the District will be using a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.02. All proposals will be evaluated using the same criteria and possible points.

4.02 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations.. The objective is to choose the most qualified consultant capable of providing quality services that will help the District achieve the goals and objectives of the requested services within a reasonable budget. Evaluation Criteria Proposal Section Weight

Consultant Qualifications	30 points
Consultant Experience	40 points
Reference checks	30 points
Total Possible Score	100

4.03 Consultant Presentation, Committee Interview and/or Additional Information

After the proposals are evaluated, the Selection Committee will determine whether formal presentations and interviews are necessary, and if so, which Consultants may be invited to make a formal presentation and/or sit for a panel interview with the Selection Committee. The District may choose not to require formal presentations or interviews. The District may choose to contact officials from other jurisdictions regarding the Consultant, their prior work experience and their ability to successfully complete the scope of services. The District may request clarification or additional information from a specific Consultant in order to assist in the District's evaluation of a proposal.

Finally, the District may require changes in the scope of services as deemed necessary by the District, before execution of the Contract

4.04 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract. The selected firm will be contacted after the Board meeting on December 18th 2015 to finalize the contract. If an agreement on the contract cannot be reached, the District will contact the next ranked firm.

4.05 Contract Award and Execution

The District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Consultant can offer.

The District shall not be bound or in any way obligated until both parties have executed a Consultant contract.

The general conditions and specification of the RFP and the successful Consultant's response, as amended by Contract between the District and the successful Consultant, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

District will verify Consultant representations that appear in the proposal. Failure of a Consultant to perform services as represented may result in elimination of the Consultant from further competition or in Contract cancellation or termination.

The Consultant selected as the apparently successful Consultant will be expected to enter into a contract with the District. A sample District contract available on our website at www.swparks.org. Please review prior to submitting a proposal. The contract is for information purposes only and is not part of the submittal requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the selected Consultant fails to sign the Contract within five (5) business days of delivery of the final Contract, the District may elect to cancel the award and award the Contract to the next highest ranked Consultant.

All parties may incur no cost chargeable to the proposed contract before the date of execution of the Contract.

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

Form #1 - Proposal Form

To:	<u>South Whidbey Parks and Recreation District</u>
From: Consultant Name	<u></u>
Consultant Address	<u></u>
City, State, Postal Code	<u></u>
Telephone Number	<u></u>

Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the District's Request for Proposal.

Signed: _____ Dated: _____

Title: _____

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

Form #2-Company Information

Company Name:

Home Office Address:

Washington Business Address:

Website Address:

Name, Title, Address, Telephone Number, **FAX** Number and Email Address of the person to be contacted concerning the proposal:

If Applicable, Name of the Parent Company:

Home Office Address, Telephone Number and Website Address of the Parent Company:

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

Describe the parent company's relationship with the Consultant:

If applicable, does the person signing the proposal have the authority to sign on behalf of the Consultant?

YES ____

NO ____

Names of companies that will share significant and substantive responsibilities with the Consultant in performing the scope of services under the Contract:

Attach to this form, and label appropriately, documentation showing that the Consultant is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the District. If the Consultant is not licensed to do business in the District, then the Consultant must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the selected Consultant.

Form #3-Client Reference

Client References #1

Reference Name: _____
Contact Name: _____ Title: _____
Phone Number: _____
Scope of Services Provided _____

**Client References
#2**

Reference Name: _____
Contact Name: _____ Title: _____
Phone Number: _____
Scope of Services Provided _____

**Client References
#3**

Reference Name: _____
Contact Name: _____ Title: _____
Phone Number: _____
Scope of Services Provided _____

**Client References
#4**

Reference Name: _____
Contact Name: _____
Title: _____
Phone Number: _____
Scope of Services Provided _____

Attachment "A"

Non Collusion Certificate

STATE OF) _____

COUNTY OF) _____

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the South Whidbey Parks and Recreation District for consideration in the award of a contract on the improvement described as follows:

**Design Services for Campground Development for the South Whidbey
Parks and Recreation District**

(Name of Firm)

By: (Authorized Signature)

(Title)

Sworn to before me this _____ day of _____ 20____.

Notary Public

CORPORATE SEAL:

Attachment “B”

Insurance Requirements for Professional Service Agreements

Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the District, 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 District.

Insurance

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.

No Limitation. Consultant’s maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District’s recourse to any remedy available at law or in equity.

A. 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 District shall be named as an insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the District.
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.

B. 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.

C. 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 coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Consultant’s insurance and shall not contribute with it.

RFP/Project # 2015-01 Design Services for Campground Development on 30 Acre Parcel
REQUEST FOR PROPOSAL

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage Consultant shall furnish the District 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.