

SOUTH WHIDBEY PARKS AND RECREATION DISTRICT



REQUEST FOR PROPOSAL RFP/Project # 2013-02

Annual Accounting Reports Compilation

5475 Maxwelton Rd. Langley, WA. 98260

Issue Date: November 1st, 2013

Due Date: November 19th, 2013

Annual Accounting Reports Compilation for The South Whidbey Parks and Recreation District

REQUEST FOR PROPOSAL

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

RFP# -2013-02 Annual Accounting Reports Compilation for the South Whidbey Parks and Recreation District

by filing with: Doug Coutts, Director, South Whidbey Parks and Recreation District

5475 Maxwellton Rd. Langley WA. 98260

until:

Date: Tuesday November 19th, 2013

Time: 2:00 PM

Proposals submitted after the due date and time will not be considered. Service providers 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. The District is not bound to accept the low proposal. 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 service provider must comply with the federal, state and local equal opportunity requirements. The District is committed to a program of equal employment opportunity regardless of specific characteristics including but not limited to race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, based upon a bona fide occupational qualification in relationship to hiring and employment.

Annual Accounting Reports Compilation for The South Whidbey Parks and Recreation District

REQUEST FOR PROPOSAL

Contents

Section 1. General Information.....	5
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	7
1.10 Required Number of Proposals.....	7
1.11 Service provider'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.....	9
2.08 Proposal Signatures	9
2.09 Non Endorsement	9
2.10 Non Collusion Certificate	9
2.11 Insurance Requirements.....	9
2.12 Service provider Qualification Statement.....	9
2.13 Equal Opportunity Requirements	10
2.14 Other Compliance Requirements	10
2.15 Subcontracting.....	10
2.16 Background Checks	10

Annual Accounting Reports Compilation for The South Whidbey Parks and Recreation District

REQUEST FOR PROPOSAL

2.17 Not District Employees	10
2.18 Ownerships of Documents.....	10
2.19 Confidentiality of Information	11
2.20 Hold Harmless	11
Section 3. Requested Services	12
3.01 Duration of Services.....	12
3.02 Service provider Information.....	12
3.03 Performance Expectations.....	12
3.04 Detailed Cost Estimates	12
3.05 Scope of Services	13
Section 4. Proposal Evaluation	13
4.01 Evaluation Procedures	13
4.02 Scoring and Evaluation Factors.....	14
4.03 Service provider 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	18
Form #4-Accounting Tasks.....	19
Attachment "A"	20
Attachment "B"	21
Attachment "C"	23

REQUEST FOR PROPOSAL

Section 1. General Information

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 bids for the compilation of Annual Accounting Reports; the annual balance sheets, and the related statements of revenue and expenditures of South Whidbey Parks and Recreation District for the year ended December 31, 2013 and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

1.03 Background

The South Whidbey Parks and Recreation District is seeking to contract with a service provider to compile the annual balance sheets and the related statements of revenue and expenditures of South Whidbey Parks and Recreation District for the year ended December 31, 2013 and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

1.04 Definitions

District: The South Whidbey Parks and Recreation District.

Selection Committee: The RFP Selection Committee is comprised of the District Director and other District staff.

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

RFP: Request for Proposal

Service provider: The person or 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 Service provider communications concerning this information request should be directed in writing to the District Director listed below. Unauthorized contact regarding this RFP with

REQUEST FOR PROPOSAL

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
Telephone: (360) 221-6488
E-mail: dirmswprd@whidbey.com

1.06 Preliminary Schedule

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

Event Date

Release RFP to Service providers November 1st, 2013

Service provider Questions (if any) Due November 12th, 2013

Proposal Responses Due November 19th, 2013 2:00pm

Proposal Evaluation Complete December 2nd, 2013

Negotiation of Contract December 4-15, 2013

Contract in Place January 1st, 2014

Deadline for Compilation of the 2013 Balance Sheets and the Related Statements of Revenue and Expenditures February 28, 2014

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.

Service provider proposals must be submitted in the format specified below. Please provide responses in the format of tables provided. Service providers that deviate from this format may be deemed nonresponsive.

1.08 Completeness of Proposal

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

REQUEST FOR PROPOSAL

1.09 Proposal Response Date and Location

Proposals must be submitted to the South Whidbey Parks and Recreation District Administrative Office no later than November 19th, 2013 at 2:00 p.m. All proposals and accompanying documentation will become the property of the District and will not be returned. Service providers 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

1.10 Required Number of Proposals

One (1) copy with one (1) original (a total of two – 2) must be received by the date and time listed.

1.11 Service provider's Cost to Develop Proposals

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

REQUEST FOR PROPOSAL

Section 2. Terms and Conditions

2.01 Questions Regarding the RFP

Oral interpretations of the RFP specification 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 November 12th, 2013.

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 Service provider'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.

The District is therefore not bound to accept proposal on the basis of the lowest price.

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.

REQUEST FOR PROPOSAL

2.07 Proposal Validity Period

Submission of a proposal will signify the service provider'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 service provider.

2.08 Proposal Signatures

- 1) An authorized representative must sign proposals, with the Service provider's address and telephone information provided. Unsigned proposals will not be considered.
- 2) If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- 3) 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.
- 4) 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.
- 5) 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 Service provider to supply products and/or services to the District, Service provider 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 Service provider 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 Service provider and/or its officers, employees, agents, instructors and/or subcontractors.

2.12 Service provider Qualification Statement

The proposal submitted for this RFP shall include the Service provider's Qualification Statement (Attachment "F").

REQUEST FOR PROPOSAL

2.13 Equal Opportunity Requirements

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

The Service provider, in the performance of this Agreement, agrees that there shall be no discrimination by the Service provider or by Service provider's employees, agents, subcontractors or representatives against any person because of specific characteristics including but not limited to race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, based upon a bona fide occupational qualification in relationship to hiring and employment.

2.14 Other Compliance Requirements

In addition to nondiscrimination requirements previously listed, the Service provider 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.

2.15 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.

2.16 Background Checks

The District reserves the right to require the Service provider to have background checks completed or updated upon request

2.17 Not District Employees

Service provider, its agents and employees shall not represent to anyone that Service provider, or its agents or employees is an employee of the District. Service provider shall be an independent service provider and that the District shall be neither liable nor obligated to pay Service provider, 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 Service provider, shall not be deemed to convert this Agreement for services to an employment contract. No agent, employee or representative of the Service provider shall be deemed to be an agent, employee or representative of the District for any purpose. Service provider shall be solely responsible for all acts of its agents, employees, representatives and subservice providers during the performance of this Agreement.

2.18 Ownerships of Documents

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

REQUEST FOR PROPOSAL

2.19 Confidentiality of Information

All information and data furnished to the Service provider by the District, and all other documents to which the Service provider'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.

2.20 Hold Harmless

The Service provider 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 Service provider's failure to provide worker's compensation coverage or liability coverage.

REQUEST FOR PROPOSAL

Section 3. Requested Services

3.01 Duration of Services

The District anticipates the service period to be from January 1, 2014 through March 1st, 2014. 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 Service provider Information

The forms referenced below must be submitted with service provider 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 Service provider 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 Service provider's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the Service provider to be in default.

Submit full details of all terminations for default experienced by the Service provider during the past five (5) years, including the other party's name, address and telephone number. Present the Service provider's position on the matter. The District will evaluate the facts and may, at its sole discretion, reject the Service provider's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Service provider.

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

If the Service provider 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 Detailed Cost Estimates

This project will be performed on a time and materials "not to exceed" basis. Provide an estimate of the direct and indirect costs to complete all tasks identified in Section 3.05

- Scope of Services. A detailed cost breakdown shall be provided in Form(s) 4

REQUEST FOR PROPOSAL

The cost to compile the annual balance sheets and related statements of revenue and expenditures along with any supplemental worksheets including hourly rates for all employees assigned to the project and an estimate of the hours necessary to complete the project for those employees.

3.05 Scope of Services

A. Responsibilities:

Service provider shall furnish all labor, supervision, and transportation to perform Accounting Services as specifically outlined in Section 3.05 - Scope of Services.

All work shall be performed under the supervision of a Certified Public Accountant.

All work shall be performed and completed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

B. Materials

The District is responsible for:

- A. The preparation and fair presentation of the financial statements in accordance with generally accepted accounting principles in the United States of America.
- B. Designing, implementing and maintaining internal control relevant to the preparation of fair presentation of the financial statements.
- C. Preventing and detecting fraud.
- D. Identifying and ensuring that the Association complies with the laws and regulations applicable to its activities.
- E. Providing all financial records and related information to the Service provider using AccountEdge accounting software by January 31, 2014.

C. Scope of Services:

- 1. Provide Accounting Services, as requested in Form 4 "Accounting Services" and for the South Whidbey Parks and Recreation District at 5475 Maxwellton Rd. Langley, WA. 98260.

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 service provider's proposal and how well the proposal meets the needs of the District.

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. While cost is important, other factors are also significant. Consequently, the District may select other than the lowest cost proposal. The objective is to choose the service provider 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

Price	Section 4	Form 4	50 points
Comparable Organizations serviced	Section 4	Form 3	20 points
Reference checks	Section 4	Form 3	30 points
Total Possible Score			100 points

4.03 Service provider 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 service providers 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 service provider, 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 service provider 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 recommendation will be forwarded to the District Director and/or the Park Board for formal acceptance.

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 service provider can offer.

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

REQUEST FOR PROPOSAL

The general conditions and specification of the RFP and the successful Service provider's response, as amended by Contract between the District and the successful Service provider, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the District will verify service provider representations that appear in the proposal. Failure of a service provider to perform services as represented may result in elimination of the service provider from further competition or in Contract cancellation or termination.

The service provider selected as the apparently successful Service provider will be expected to enter into a contract with the District. A sample District contract is provided in Attachment "C". 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 Service provider 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 service provider.

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

REQUEST FOR PROPOSAL

Form #1 - Proposal Form

To: _____ South Whidbey Parks and Recreation District
From: Service provider Name _____
Service provider Address _____
City, State, Postal Code _____
Telephone Number _____

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: _____

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:

Describe the parent company's relationship with the service provider:

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

YES____

NO____

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

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

REQUEST FOR PROPOSAL

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 _____

REQUEST FOR PROPOSAL

Form #4-Accounting Tasks

Prepare the annual compilation of the balance sheets and the related statements of revenue and expenditure which includes:

- A. Statement of Assets, Liabilities and Fund Balances
- B. Statement of Revenue and Expenditures – All Funds
- C. Supplementary Information for Each Department, i.e.; Maintenance, Programs, and Administration
- D. Supplementary Information for Fixed Assets

This project will be performed on a time and materials “not to exceed” basis. Please indicate the hourly rates for any and all employees that will be working on the compilation of these reports:

Position	Hourly Rate	Hours Estimate	Estimated Total Cost
Certified Public Accountant			
Book Keeper			
Other:			
Other:			
Other:			
Estimated Project Total			

Total project cost not to exceed: \$ _____

REQUEST FOR PROPOSAL

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:

**Annual Accounting Services
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:

REQUEST FOR PROPOSAL

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 service providers 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.

REQUEST FOR PROPOSAL

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.

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.

REQUEST FOR PROPOSAL

Attachment "C"

SERVICES AGREEMENT

This Agreement ("Agreement") is dated effective this ____ day of October, 2013. This Agreement is by and between the South Whidbey Parks and Recreation District, ("District"), and _____, ("Service provider"), collectively known as the parties ("Parties").

A. The District seeks the professional services of a skilled independent service provider capable of working without direct supervision in the capacity of _____ and is familiar with the District's municipal code, resolutions, regulations, and policies.

B. The Service provider has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree to the following terms and conditions:

1. Services.

1.1 Service provider shall provide the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, performed to the District's satisfaction, within the time period prescribed by the District and pursuant to the direction of the District Director or his or her designee.

1.2 Compliance With Laws: Service provider shall comply with and perform the Services in accordance with all applicable federal, state, and City laws, including, but not limited to, all District resolutions, standards or policies, as now existing or hereafter adopted or amended.

1.3 Right to Inspect: The Service provider shall control and direct the performance of the work. The District reserves the right to inspect, review and approve the work to assure that it has been completed as specified prior to payment.

1.4 Temporary Employees – Background Checks: The Service provider shall not hire temporary-type employees hired on the spot through an employment agency or otherwise that have not been properly trained. In no event shall any hires be made without proper background checks being conducted.

1.5 Performance Standard. In the performance of services under this Agreement, Service provider and its employees or designees, promise to exercise the degree of skill and care required by customary and generally accepted practices and procedures adopted by Service providers' rendering the same or similar type of service. All duties shall be performed in the manner consistent with those customary and generally accepted practices, and the Service provider shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this Agreement.

2. Term.

2.1 The term of this Contract shall be from _____ to _____

REQUEST FOR PROPOSAL

2.2 Prior to the expiration of the term of this Contract or any renewals or extensions thereof the District may, in its sole discretion, renew the Contract for additional term(s) of _____ year(s) upon the same terms and conditions.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the District. If the Agreement is terminated after partial performance, the District will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed. The Service provider may cancel this Agreement only upon sixty (60) days prior written notice to the District.

4. Compensation.

4.1 Total Compensation. In consideration of the Service provider performing the Services, the District agrees to pay the Service provider as specified in the schedule incorporated as Exhibit "B", attached hereto and incorporated by this reference.

4.2 Method of Payment. Payment by the District for the services will only be made after the Services have been performed and an invoice is submitted in the form specified by the District and approved by the appropriate District representative, which shall specifically set forth the Services performed, the name of the Service provider's personnel performing such Services, and the hourly labor charge rate for such Service provider's personnel. Payment shall be made on a monthly basis forty-five (45) days after receipt of such billing statement. If the District objects to all or any portion of any invoice it shall notify the Service provider of the same within twenty (20) days from the date of receipt and shall pay only that portion of the invoice not in dispute and the Parties shall immediately make every effort to settle the disputed portion.

4.3 Service provider Responsible for Taxes. The Service provider shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.4 Reimbursement of Expenses. The South Whidbey Parks and Recreation District is not liable to Service provider for any expenses paid or incurred by Service provider unless otherwise agreed in writing.

5. Service provider to Direct Work.

Service provider shall control and direct the performance of the work or project of Service provider pursuant to this Agreement, subject to the District oversight. The South Whidbey Parks and Recreation District reserves the right to inspect, review, and approve of the work or project of Service provider to assure that it has been completed as specified, before payment.

6. Warranty.

The Service provider warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

7. Independent Service provider/Conflict of Interest.

REQUEST FOR PROPOSAL

7.1 Independent Service provider. It is the intention and understanding of the Parties that the Service provider shall be an independent service provider and that the District shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax, which may arise as an incident of employment. The Service provider shall pay all income and other taxes as due. Industrial or any other insurance, which is purchased for the benefit of the Service provider, shall not be deemed to convert this Agreement to an employment contract.

7.2 District's Right of Supervision and Inspection. Even though Service provider is an independent Service provider with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

7.3 Work Performed at Service provider's Risk. Service provider shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Service provider's own risk, and Service provider shall be responsible for any loss or damage to materials, tools, or other articles used or held for use in connection with the work.

7.4 Conflict of Interest. It is recognized that the Service provider may, or will be, performing professional services during the term for other parties and that the District is not the exclusive user of the Services the Service provider will provide, provided, however, that such performance of other Services shall not conflict with or interfere with Service provider's ability to perform the Services. Service provider agrees to resolve any such conflicts of interest in favor of the District.

8. Indemnification.

8.1 Service provider Indemnification. The Service provider agrees to indemnify and hold the District, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Service provider, its partners, shareholders, agents, employees, or by the Service provider's breach of this Agreement. Service provider waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Service provider's indemnification shall not be limited in any way by any limitation on the same amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. This waiver is specifically negotiated by the Parties and a portion of the District's payment hereunder is expressly made the consideration for this waiver.

8.2 District Indemnification. The District agrees to indemnify and hold the Service provider, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the District, its employees or agents.

REQUEST FOR PROPOSAL

8.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. Equal Opportunity Employer.

In all Service provider services, programs or activities, and all Service provider hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Service provider or by Service provider's employees, agents, subcontractors or representatives against any person because of specific characteristics including but not limited to race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, 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. The Service provider shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the District and, in the case of the Service provider's breach, may result in ineligibility for further District agreements.

10. Confidentiality.

10.1 All information regarding the District obtained by the Service provider in performance of this Agreement shall be considered confidential. The Service provider shall safeguard all written information submitted by the District to the Service provider in connection with the services performed by the Service provider under this Agreement to at least the same extent as the Service provider safeguards like information relating to its own business or profession. Breach of confidentiality by the Service provider will be grounds for immediate termination.

10.2 Service provider shall not, without the prior written consent of the South Whidbey Parks and Recreation District, disclose to third parties information that is not otherwise subject to public disclosure unless:

- a. The information is known to Service provider prior to receiving the same directly or indirectly in connection with the work or project;
- b. The information is in the public domain at the time of disclosure by Service provider; or
- c. The information is received by Service provider from a third party who does not have an obligation to keep the same confidential.

11. Work Product and Ownership of Records and Documents.

11.1 All originals and copies of work product, including records, files, documents, reports, plans, sketches, layouts, designs, design specifications, computer disks, magnetic media or material which may be produced or modified by the Service provider while performing the services shall belong to the District. At the termination or cancellation of this Agreement, all copies of any such work product remaining in the possession of the Service provider shall be delivered to the District. Files containing the written record of the Service provider's services shall be delivered to the District.

REQUEST FOR PROPOSAL

11.2 The District acknowledges that the documents and records prepared by the Service provider are prepared specific to the work or project described herein. If the District modifies or uses any of the documents for other projects or purposes without the written approval of the Service provider, the District releases the Service provider from all responsibility for any errors or omissions therein with respect to such modification or use.

12. 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.

12.1 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 service providers 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.

12.2 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.

REQUEST FOR PROPOSAL

12.3 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.
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.

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

12.5 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.

12.6 Subcontractors. Service provider shall include all subcontractors as insured's under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

13. Books and Records.

The Service provider agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the District to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the District, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the District will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the District in the event this provision applies.

15. Dispute Resolution.

In the event of a Dispute, a party shall notify the other party of the Dispute with as much detail as possible. The District and Service provider shall use good faith efforts to resolve the Dispute within ten (10) business days after receipt of a Dispute notice. If the parties' business representatives are unable to resolve the Dispute, or agree upon the appropriate corrective action to be taken, within such ten

REQUEST FOR PROPOSAL

(10) business days, then either party may initiate arbitration proceedings as set forth below. Pending resolution of the Dispute, both parties will continue without delay to carry out all their respective responsibilities under this Agreement.

Nothing contained in this Section shall limit or delay the right of either party to pursue other remedies provided for in this agreement.

16. General Provisions.

16.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose. All attachments and addendum are incorporated herein by this reference, and shall be a part of this Agreement.

16.2 Modification. No provisions of this Agreement may be amended, modified or an additional obligation assumed by either Party except by written agreement signed by the Parties.

16.3 Full Force and Effect. Any section or provision of this Agreement which is adjudicated invalid or illegal shall in no way affect or invalidate any other section or provision hereof and such other sections or provisions shall remain in full force and effect.

16.4 Assignment. Neither the Service provider nor the District shall have the right to transfer, assign, or subcontract, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

16.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective representatives, successors in interest, heirs and assigns.

16.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action. The venue for any dispute related to this Agreement shall be Island County, Washington.

16.7 No Waiver. Failure or delay of the District to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the District to declare one breach or default does not act as a waiver of the District's right to declare another breach or default.

16.8 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

16.9 Authority. Each individual executing this Agreement on behalf of the District and the Service provider represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Service provider or the District.

16.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing,

16.11 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

REQUEST FOR PROPOSAL

16.12 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the District at law or in equity.

16.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument and, collectively, constitute the entire Agreement.

16.14 Captions. The respective captions of the Sections/Titles of this Agreement are inserted for convenience of the Parties for reference only and shall not be deemed to modify, explain, simplify, or aid in the interpretation of the provisions or otherwise affect any of the provisions of this Agreement.

16.15 No Third Party Beneficiary. It is the specific intent of the Parties, and all parties agree, that this Agreement shall not confer third party beneficiary status on any non-party.

16.16 No Joint Venture. This Agreement does not create a partnership or joint venture, and in carrying out this Agreement, the Parties shall act in their individual capacities and not as agents, employees, or partners of one another.

16.17 Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance due to a cause beyond its reasonable control. The Parties shall promptly resume performance hereunder after the force majeure event has passed.

16.18 Survivability. The obligation of Service provider under all provisions of this Agreement, which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement shall survive the completion, termination, or cancellation of this Agreement.

16.19 Service provider Payments. In the event the Service provider fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the District shall have the right but not the obligation and the Service provider authorizes the District to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by District ordinance. Any such payments shall be deducted from the Service provider's total compensation.

16.20 Facsimile Transmission. Facsimile transmission of any signed original agreement, and re-transmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the Parties will confirm facsimile transmitted signatures by signing an original document.

16.21 Ambiguities. Each party and its counsel, if any, have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

16.22 Exhibits/Forms to Agreement: The following exhibits/forms are attached to this Agreement and incorporated herein by this reference:

Exhibit A: Services

Exhibit B: Compensation schedule

Annual Accounting Reports Compilation for The South Whidbey Parks and Recreation District

REQUEST FOR PROPOSAL

Exhibit C:

Attachment A:

Attachment B:

In witness whereof, the District and the Service provider execute this Use Agreement on this
____ day of _____, 20____.

SWPRD

By: _____

Title: Parks and Recreation Director

Date: _____

SERVICE PROVIDER

By: _____

Title: _____

Date: _____

REQUEST FOR PROPOSAL

Attachment "F"

SERVICE PROVIDER QUALIFICATION STATEMENT

Service provider must complete all portions of this statement before proposal will be considered. The following statements as to experience, equipment and general qualifications of the Service provider as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed by the Service provider and included in proposal evaluation.

I. Name and address of principal business office, which Agreement will be administered from:

Telephone: _____

II. Number of years Service provider has been engaged in business: _____

III. The Service provider as a service provider has never failed to satisfactorily perform an Agreement awarded to him/her except as follows (Name of any and all exceptions and reasons thereof):

IV. Service provider must have at least three (3) years experience as a Service provider in this field of work and have satisfactorily completed three (3) projects of this nature in the last three (3) years:

1. Location and for who performed:

Phone _____ Contact Person _____

2. Location and for who performed:

Phone _____ Contact Person _____

3. Location and for who performed:

REQUEST FOR PROPOSAL

Phone _____ Contact Person _____