



Peninsula Metropolitan Park District

3622 Grandview Street, PO Box 425, Gig Harbor, WA 98335
Office: 253-858-3400 Fax: 253-858-3401
E-mail: Info@PenMetParks.org

"Today We Touch Tomorrow"

RFP Information

RFP No. 2010.01.01

Human Resources Support

Issue Date: _____

Closing Date: _____

Contact

PenMet Parks
Marc Connelly, Executive Director
3622 Grandview Street
Gig Harbor, WA 98335
253-858-3408

Consultant Information

Firm/Organization Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Return Proposals by 4:00 p.m., March 31, 2010 to:

PenMet Parks
Marc Connelly, Executive Director
3622 Grandview Street
Gig Harbor, WA 98335

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PENINSULA METROPOLITAN PARK DISTRICT
HUMAN RESOURCES SUPPORT FOR EXECUTIVE DIRECTOR RECRUITMENT
RFP 2010.01.01

Purpose of Request for Proposals

The Peninsula Metropolitan Park District (“PenMet Parks” or the “District”) is seeking consulting assistance for the recruitment of a new Executive Director. This RFP represents a solicitation by PenMet Parks for limited support from a Human Resources professional or consulting firm with public sector experience. Requirements and PenMet Parks needs are outlined in this RFP.

RFP Selection Process Schedule

RFP Packages Available: March 8, 2010

Deadline for Clarifications: 4:00 p.m. March 19, 2010

Proposal Deadline: 4:00 p.m. March 31, 2010. Proposals must be received via mail or hand-delivered by the deadline. Faxed or e-mailed proposals will not be accepted.

Proposal Reviews: April 1 and 2, 2010

Consultant Interviews: April 13, 2010 Optional; if needed.

Consultant Selection: April 19, 2010

Consultant Contract Award: April 26, 2010

Proposal Submission Deadline

Sealed proposals must be received no later than 4:00 pm March 31, 2010 at the following address:

PenMet Parks
Attn: Marc Connelly, Executive Director
3622 Grandview Street
Gig Harbor, WA 98335

Date of publication of notice: March 10, 2010
March 17, 2010

Submittal Requirements

Complete, sign and submit all RFP forms provided by the District. All questions must be answered for a proposal to be evaluated.

The proposal must be signed by the company officer or individual with the authority to legally bind the company to a contract with the District.

Provide all references and materials as required by the RFP instructions.

If clarification is required, questions must be submitted in writing to the District's Executive Director at the addresses contained in the RFP by 4 pm March 19, 2010.

Provide a sealed package of the proposal consisting of an original and two copies by the stated deadline. The District retains the right to reject any proposals that are electronically transmitted, incomplete, received after the due date, or do not include the completed required forms.

Clearly mark the exterior of the sealed proposal package "PenMet Parks Executive Director Recruitment Proposal".

Upon submission, all proposals become the property of PenMet Parks.

General Information

The current Executive Director for the Peninsula Metropolitan Park District will be retiring August 1, 2010. The Board of Park Commissioners desires to begin the recruitment process to ensure that a new Executive is hired to coincide with the retirement date of the incumbent. The Executive Director reports to five elected commissioners who serve staggered 6 year terms.

PenMet Parks has an annual operating budget of approximately \$3.7 million and an annual capital budget of \$2.9 million. Presently the District has the equivalent of 9.74 employees.

Compensation

The District budget for this work is in an amount not to exceed \$5,000.

Proposal Evaluation and Submission Process

A panel will review the applications and qualifications as submitted in response to this RFP process. The panel will score the RFP submittals, determine the highest qualified consultant(s), conduct interviews as necessary, and make a final recommendation to the PenMet Parks Board of Park Commissioners. The District expressly reserves the right to:

- Reject any and/or all irregularities in the proposals submitted.
- Reject any or all proposals or portions thereof.
- Base awards with due regard to the quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.

Proposal Submittal

Proposals should provide concise descriptions of concessionaire's capabilities to satisfy the requirements of this RFP. All proposals must include the following:

Legal Name of Organization, Firm, Individual(s) Submitting the RFP

Include address of the principle place of business, phone numbers, and primary person to contact.

Human Resources Experience

How long has this organization been in business (identify specific years, months, i.e. April 2005-June 2008) including descriptions of businesses, and numbers of employees.

Proposal

In your proposal address the following:

- Identify the individual or individuals who would perform the work;
- Describe the experience of those who would perform the work;
- Please provide caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past 3 years against the proposer;
- Note the extent, if any, to which the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal, state, or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 3 years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct within the past 3 years.

Client References

Provide information about three (3) similar clients for whom you currently provide services.

Business or Financial References

Please provide three financial or business references. These could include financial institutions, suppliers, insurance companies, clients, etc. Business/financial references should be different from client references.

BELOW IS A PROPOSED FORM OF THE AGREEMENT FOR CONSULTING SERVICES. THE DISTRICT RETAINS THE RIGHT TO CHANGE THIS AGREEMENT, IN WHOLE OR IN PART, PRIOR TO EXECUTION.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2010 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and Consultant, Inc., whose address is PO Box XXXXX, XXXXXXX, Washington 98XXX hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Consultant represents it is qualified to perform services described in paragraph 2 herein and holds all necessary licenses and government permits therefore;

WHEREAS, the District desires to meet more fully the needs of citizens residing within its district for participation in and enjoyment of recreational and cultural programs which beneficially contribute to the well-being of its citizens;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. Independent Consultant Status. The Consultant is considered an independent Consultant who shall at all times perform its duties and responsibilities and carry out all services as an independent Consultant and shall never represent or construe its status to be that of an agent or employee of the District, nor shall it be eligible for any employee benefits.
 - A. The Consultant represents and warrants that any and all federal, state, and local mandatory deductions or other charges and taxes imposed by law and/or regulation upon the Consultant are current. The Consultant acknowledges that all such deductions, charges and taxes shall be the sole responsibility of the Consultant. If the District is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Consultant agrees to indemnify and hold the District harmless from those costs, including attorney's fees.
 - B. The Consultant shall provide at its sole expense all materials, office space, telephone and utility services, and other necessities to perform fully and timely its duties and services under this Agreement, unless otherwise specified in writing.
 - C. The Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall assist the District in complying with all conditions concerning grants and other federal assistance under the laws of the County of Pierce, the State of Washington, the United States of America, or such other laws as are applicable.
2. Scope of Work. The Consultant agrees to perform services as set forth in Attachment A to this Agreement. All obligations and services of the Consultant undertaken pursuant to this Agreement shall be satisfactorily completed in accordance to the schedule identified in Attachment A to this agreement.
3. Compensation and Method of Payment.
 - A. In consideration of the services to be provided by the Consultant, the District will pay \$XXXX. In the event that the Consultant fails to pay any assessed mandatory deductions including, but not limited to, industrial insurance, FICA, Employment Security, and federal withholding the Consultant authorizes the District to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payment will be deducted from the Consultant's total compensation. If the Consultant fails to provide copies of the licenses or tax certificates specified in Section 1.C or insurance certificate specified in Paragraph 8, the District shall not be required to make any payment for the work performed until such time as the Consultant provides copies of such licenses or certificates.
 - B. Payment to the Consultant will be made only upon receipt of the Consultant's original written invoice following performance of the services provided herein (or for the percentage completed) and during the District's ordinary billing cycle. The District's ordinary billing cycle is once per month.
 - C. Final payment will not be made until all services and work have been completed to the full satisfaction of and accepted by the District, which may include acceptance by the Board of Park Commissioners.
 - D. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced. In no event shall the total of the District's payment pursuant hereto exceed the contract price set forth in Paragraph 3A above. Any request for payment in excess of the contract amount

shall automatically be rejected unless, prior to performing the work or service, the Consultant has obtained express written approval from the District for such work or services and written approval of the additional cost.

4. Publications. The Consultant shall obtain the District's approval prior to the publication of any of the results of services performed or to be performed pursuant hereto. Any publications that may be authorized shall acknowledge that the District provided financial support pursuant to this agreement as follows:

"FUNDED IN PART BY THE PENINSULA METROPOLITAN PARK DISTRICT"

5. Reporting. The Consultant, at such time and in such form as the District may require, shall furnish the District with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The Consultant will make available to the District all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.

6. Ownership of Work Product.

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the District. Any reuse of these materials by the District for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the District.
- B. The District acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the District upon completion of the work. The District agrees to hold harmless and indemnify the Consultant against all claims made against the Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by the District without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the joint property of the Consultant and the District, and may be used as either the Consultant or the District see fit, including the right to revise or publish the same without limitation.

7. Termination.

- A. The District may terminate the performance of services under this Agreement through written notice to the Consultant, in whole, or from time to time in part, whenever the Consultant fails to perform in a timely manner and fully, faithfully, and in a safe and responsible manner, the services required herein, or whenever the fulfillment or accomplishment of the purpose of this Agreement has in the judgment of the District become impossible or impractical for whatever reason.
 - (1) If the cause of termination is by reason of the breach of this Agreement by the Consultant, then termination shall not relieve the Consultant of liability to the District for damages sustained by the District, and the District may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount owing the Consultant is determined.
 - (2) If the cause of termination is not by reason of the breach of this Agreement by the Consultant, then the District shall be liable only for payment of work performed or furnished prior to the effective date of termination. The

Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement, less payments of compensation previously made.

- (3) Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage and fees prepaid, to the respective party being notified at the address listed with the signature of this Agreement. The parties' addresses may be changed by the same method of notice.
8. Indemnification and Insurance. The Consultant shall indemnify and hold harmless the District, its officials, officers, agents, employees, volunteers, and representatives, from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs to the extent arising out of or occasioned by the negligent and / or wrongful performance, acts, and/or omissions by the Consultant, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the Contractor shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.
9. Non-Discrimination. Except to the extent permitted by bona fide occupation qualification, the Consultant agrees as follows:
- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: Recruitment, employment, upgrading, demotion or transfer, advertising, lay-off or termination, establishing rates of pay or other forms of compensation and selection for training.
 - B. The Consultant shall in all solicitation from employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The words: "Equal Opportunity Employer" shall appear in all advertisements.
 - C. The Consultant shall include the intent of the foregoing provisions of the foregoing paragraphs (a) and (b) in every subcontract or purchase order for the goods or services which are subject matter of this Agreement.
 - D. In the event of noncompliance by the Consultant with any of the non-discrimination provisions of the Agreement, the District will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled 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.
10. Assignment and Subcontract. The independent Consultant shall not assign, subcontract, delegate, or transfer any interest or claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by the District.

11. Conflict of Interest. No officer, employee or agent of the District who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement. The Consultant shall comply with all federal, state and local conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the District. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed.
12. Enforcement. If by reason of the default on the part of either party in the performance of any of the provisions of this Agreement and becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended and/or incurred by the non-defaulting party.
13. Interpretation and Venue. Washington law will govern the interpretation of this Agreement. Any dispute as to the enforcement or interpretation of this Agreement shall be determined by arbitration in accordance with the arbitration laws of the State of Washington. The prevailing party in any arbitration arising under this contract shall be entitled to reasonable attorney's and expert witness fees. Pierce County shall be the venue of any arbitration.
14. Unenforceable Clauses. If one or more of the Agreement clauses is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
15. Entire Agreement. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation

CONSULTANT

Marc Connelly, Executive Director

(Signature)

APPROVED AS TO FORM

(Name, Printed)

Attorney For
Peninsula Metropolitan Park District

(Title)

(Address)

(City, State, Zip)

(Phone): _____

SSN: _____
(If self-employed)

Fed Tax No.: _____

L & I Acct. No.: _____

UBI No.: _____

Copy 1: Consultant (Original)
Copy 2: Contract Compliance (Original)

Scope of Services

Scope of Work

This assignment includes the review and screening of applicant materials for minimum qualifications as established by the Board of Park Commissioners. The consultant will also recommend a minimum of four finalists and a maximum of seven for review and/or interview by a panel(s) convened by the Board of Park Commissioners. Prior to any interviews by the Board of Park Commissioners, the Consultant shall conduct a thorough review of applicant submittals to verify accuracy and conduct a thorough reference check. The Consultant will also provide a written report to the panel and the full Board detailing the findings of the applicant submittals and the reference checks.

Project Meetings

The Consultant and PenMet Parks will meet to review and discuss findings and recommendations during the course of the project. It is generally assumed that these will be roughly one to two hours in length and require some advance preparation and that the consultant should budget for a maximum of three meetings at or near the PenMet Parks administrative offices.

STATEMENT OF BIDDER QUALIFICATIONS
PENMET PARKS REQUEST FOR PROPOSAL
Executive Director Recruitment Support

Each supplier bidding on work included in these documents shall prepare and submit the following data along with their proposal.

Name: _____

Business address: _____

Business phone: _____

Business fax: _____

Business web site: _____

Business e-mail address: _____

Detail the years you have been engaged in business under the present firm name:

Describe the general character of work performed by your company or organization:

Provide at least three client references, including contact names, addresses, affiliation, and phone numbers. Verify that information is accurate and that references may be contacted.

Provide at least three business or financial references, including contact names, addresses, affiliation, and phone numbers. Verify that information is accurate and that references may be contacted.

Provide bank references:

Provide State of Washington Registration number: _____

Provide Federal IRS Identification number: _____

I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the provision of human resources support to PenMet Parks should I be awarded the Contract.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

