RFP Information

RFP No. 1336
Telecommunications Management Software and/or Service
Issue Date: July 9, 2014
Closing Date: August 1, 2014

Contact
Dan Tchobanoff
Phone: 253 798-7492
Email: dtchoba@co.pierce.wa.us

Vendor Information

Firm Name: __________________________________________________________
Contact Name: _____________________________________________________
Address: __________________________________________________________
City: ____________________________ State ________ Zip ________
Phone: __________________________ Fax: ____________________________
E-Mail: __________________________

Return Proposals by 4:00pm, August 1, 2014, to:
Pierce County Purchasing
615 South 9th Street, Suite 100
Tacoma, WA 98405
Phone: 253-798-7456
RFP No. 1336
Telecommunications Management Software and/or Service
Due Date: August 1, 2014, by 4:00 PM

APPROVED AS TO FORM:

___________________________
DOUG VANSCOY
DEPUTY PROSECUTING ATTORNEY

ISSUED BY:

___________________________
JENA RICHMOND
PURCHASING AGENT
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**SUBMITTAL DUE DATE**

To be eligible for consideration, four (4) hard copies and one (1) electronic copy, in pdf format, on CD of a vendor’s response to this Request for Proposals (hereafter called "response" or "proposal") must be received by the Pierce County Purchasing Department, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673 no later than close of business, 4:00 PM, August 1, 2014. The response must be submitted in a sealed envelope with the vendor’s name, Request for Proposals Number and the due date clearly identified on the outside.

**GENERAL INFORMATION**

Infrastructure and Operations Voice Services is a division of Pierce County Information Technology that provides telephone services to all County departments and some non-County agencies. Voice Services is requesting proposals for a Telecommunications software product or service that will streamline the management of the existing digital telephone network and future IP/SIP telecom service.

**DESCRIPTION OF PROJECT**

Pierce County is looking for a tele-management software product or service that can perform the required and requested functionality with both the existing CS1000 system and the Avaya Communications Manager portfolio. The product or service will increase productivity of the Voice Services staff while telephone services migrate from digital/analog to IP/SIP devices and services.

**EXPECTED TERM OF RESULTING AGREEMENT**

The initial contract period shall be from September 2014 to December 2017, unless sooner terminated as provided elsewhere in the Agreement. The contract shall be renewed annually for two (2) additional one year terms, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of any one year term.

**CONTACT**

Dan Tchobanoff  
930 Tacoma AVE S, Rm. 753, Tacoma WA 98402  
Phone: 253 798-7492  
Fax: 253 798-3700  
Email: dtchoba@co.pierce.wa.us

**SCOPE OF WORK**

Pierce County currently uses Avotus Intelecontrol and OrderPro to manage and charge for telephony services for approximately 3,000 County employees and Non-County agencies. Pierce County wants to replace this system with a tele-management software product or service that can manage chargeback, inventory, reporting and data collection for the CS1000 and Avaya systems in place. Additional functionality requested for this software product or service is in the “Requested Information” section of this Request for Proposal.

From this point forward, the County Telephone System (CTS) refers to the Avaya components and existing CS1000 Telephone System defined below.

**Current System Information**

1. **Chargeback**
   The Avotus application is used to generate chargeback to County departments and Non-County customers for a variety of assets assigned to every telephone. Those assets include the type of telephone equipment, DID number(s), personal voicemail boxes and soft extensions. Department level chargeback
data includes fax ports, conference room phones, alarm ports, subscriptions to ACD and/or Contact Center, auto attendant and IVR applications.

2. **Inventory**
The Avotus application shows all telephone assets in use and what resources are available in the “warehouse” for deployment. This includes telephone equipment, DID numbers, internal numbers, voicemail boxes and PBX terminal numbers.

3. **Reporting**
Avotus has a large library of canned reports and allows creation of custom reports which are in use extensively.

4. **Data Collection**
Avotus collects real-time call detail records (CDR) and various performance data from the PBXs which include, but are not limited to:
   A. Fault management and alarms for circuit and system errors
   B. ACD queue statistics
   C. Traffic management and statistics
   D. Network routing details such as Coordinated Dialing Plans, Digit Manipulation Tables, Trunk Routes and Ranges, and Route List Index information.

5. **Existing CS1000 Telephone System:**
   A. Ten Option 11c's, release 5.5
   B. Two Option 61c, release 7.6, One with Avaya Session Manager
   C. One CS1000, release 7.6 with Avaya Session Manager and System Manager
   D. Seventeen Mini Carrier Remotes
   E. One Carrier Remote
   F. AVST CallXpress 8.5 with 2 System Servers and 2 Call Servers.
   G. Integrated via SIP trunks to AVST CallXpress 8.5

6. **Avaya Components:**
Information Technology Voice Services has adopted the Avaya roadmap for transitioning to Avaya IP/SIP Telephony with production servers and some test devices including:
   A. Avaya Session Manager and System Manager (as stated)
   B. Avaya Communications Manager (on VM)
   C. Avaya Web-LM and Utility Services (on VM)
   D. Avaya 96x1G series Desk Phones
   E. Avaya one-X Communicator and on-X Mobile IOS
   F. Possible Future Components:
      i. Avaya Conference Server
      ii. Avaya Presence Server

**Requested Information**

Answer each question by indicating ‘Compliance’ or ‘Non-Compliance’ of the proposed solution followed by a brief description of why or why not.

1. **Integration Capability**
   A. Solution proposals must integrate with Pierce County’s:
      i. CTS
      ii. Omnitronix, Teleboss and DataLink buffer boxes. Can they be used with the proposed solution?
      iii. If buffer boxes cannot be used, what is the proposed method of integration?
   B. The proposed solution should include security capability:
      i. To prevent unauthorized read/write access
      ii. To allow authorized customers to generate and view selected reports, and other defined self-services
iii. To be administered by Voice Services staff
iv. To make use of existing County AD credentials
v. Describe other security methods available

C. The proposed on site solution should integrate with the County’s Symantec Net Backup system.
D. If the proposed solution is cloud-based, describe the security, backup and restore method.
E. The proposed solution should collect data from all CTS systems:
   i. Call Detail Records (CDR) for long distance, local outbound calls and all inbound calls (real-time preferred)
   ii. Fault management and alarms for circuit and system errors
   iii. ACD queue statistics
   iv. Traffic management and statistics
   v. Network routing details such as Coordinated Dialing Plans, Digit Manipulation Tables, and Route List Indexes
F. The proposed solution should be set up for non-blocking architecture (buffered or otherwise) so that no call data is lost during periods of high call activity.
G. What platform options are available with the proposed solution:
   i. Server(s) at customer site? List required server specs including OS
   ii. Virtual Server(s) at customer site? List required specs including OS
   iii. Cloud service? Describe communication requirements and anything else needed on the customer side
H. The proposed solution should be able to synchronize its data with CTS:
   i. On a scheduled daily basis
   ii. On demand as needed
I. The proposed solution should be able to upload station data from the existing Avotus Intellecontrol system or synchronize with CTS to accurately compare with the existing Avotus Intellecontrol system.
J. The proposed solution should be able to receive and store downloads by various long distance providers for purposes of comparison with call accounting data gathered from CTS.
K. The proposed solution should have the capacity to store 6 years’ worth of Call Detail Recording (CDR) for outbound long distance and local calls, inbound calls and station to station calls within the CTS.
L. Does the proposed solution include a secure smartphone application for IOS and/or Android?
M. The proposed solution should provide all system hardware and software needed to gather CTS data.

2. Administrative Capability

The proposed solution should be able to:

A. Build an account table based on County BARS accounting structure.
B. Provide a table that can be associated with a simplified 5-digit code supplied by Voice Services.
   i. Example: 56-99 equates to 502.106.0000.52880.42.0002
C. Provide chargeback rates that can be built into a table that associates with various phone types, other assets and services
D. Employee directories can be extracted from admin data
E. Have an automatic audit capability to report discrepancies like:
   i. Employee phone with no voice mailbox
   ii. Personal voice mailbox with no employee phone
F. Inventory the entire quantity of Direct Inward Dial (DID) numbers:
   i. Active and reserved numbers
   ii. Which active numbers are assigned and billed
   iii. Which trunks do those numbers come into the CTS by
G. Rates and tariff updates are provided by the vendor no less than quarterly. These contain:
   i. Newly issued NXX area codes
   ii. Newly issued NPA prefixes
3. **Move-Add-Change Capability**

The proposed solution should have a module that can facilitate telephone adds, moves or changes on both systems.

   A. Module is client-based or browser-base.
   B. Module has the ability to store and use templates for standard phone configurations (for Both, Neither, CS1000 or Avaya)
   C. Adding new phones to any site using an inventory of telephone types (for Both, Neither, CS1000 or Avaya)
   D. Assigning or removing assets (such as DID, voicemail) to any phone using an inventory of other assets
   E. Ability to build phones and/or make changes immediately or scheduled at a future date and time
   F. Can change features or names to any phone at any site (for Both, Neither, CS1000 or Avaya)
   G. Link certain assets to a department not to a phone, like ACD subscription, Auto Attendants, etc.

4. **Fault Management Capability**

   A. Real-time access to CTS system logs
   B. Ability to identify and designate specific error types (hardware, software, communication links) for reporting:
      i. Ignore informational log entries
      ii. Select errors classified as minor
      iii. Select errors classified as major
   C. Ability to directly email major errors to Voice Services group
   D. Ability to directly email major and minor errors to Voice Services technical support engineers group
   E. Ability to directly email alerts to Voice Services group when a long distance call is suspicious in nature:
      i. Long distance calls exceeding a certain dollar amount during or after hours
      ii. Long distance calls exceeding a certain time limit after hours or weekends

5. **Reporting Capability**

The proposed solution should:

   A. Include a library of pre-defined and customizable reports relating to:
      i. Automatic Call Distribution (ACD)
      ii. Asset Management (various phone types, DID, Voicemail box, etc.)
      iii. Call Control (authorization codes, call logs, trunk routes)
      iv. Communications Accounting (customer account codes, call detail
      v. Database Maintenance
      vi. Directory
      vii. Fault Management
      viii. System Administration
      ix. Traffic Management
      x. Historical Reporting
   B. Provide for building custom and ad hoc reports that do not require an additional reporting package like Crystal reports.
C. Library of reports should have filtering (with multiple filters) and sorting capabilities.

D. Be able to generate end of month reports that have been defined and scheduled automatically. These reports can also be pushed out to designated customers.

E. Have built-in reporting documentation that:
   - i. Explains how to build custom reports and ad hoc reports
   - ii. Defines all data elements and their location
   - iii. Has access to vendor reporting and/or data structure updates which are proactively announced

F. Be able to perform the following summary reporting functions:
   - i. Reports detailing incoming and outgoing calls
   - ii. Reports of calls by individual extensions and/or groups extensions
   - iii. Reports of calls by date and time
   - iv. Reports of calls by individual PRI trunks and locations
   - v. Reports by the calling extension(s) and number(s) and called number(s)
   - vi. Historical searches based on phone extension(s), calling number(s), called number(s), date, and time
   - vii. Caller ID/ANI tracking of incoming calls through multiple internal transfers
   - viii. Phone equipment by site (ALI)

G. Provide the ability to create billing reports for assets like various phone types, DID, Voice mailbox, etc. associated with each customer.

H. Provide the ability to bill departments for long distance usage by extension, authorization code and by divisions of departments.

I. Allow designated customers to have self-service capabilities to run pre-defined reports for their use. These would be existing library reports or customized reports developed for their use.

J. Be able to upload all departments billing data to the County’s financial system in whatever format required. The billing data for equipment, voice mailboxes and CDR is totals by division within department. Each row of data has a separate BARS code.

6. **E-911 Management**

   This is not required, but preferred as part of a fully integrated management package.

   A. Ability to register Nortel desk phones, Avaya IP desk phones and Avaya soft phones (one-X Communicator) to the correct ALI location in a database.

   B. Maintains all stations, both DID and non-DID so to deliver accurate ALI to 911 dispatchers (non-DID numbers are to be associated with the nearest DID telephone).

   C. Perform onsite station/location audit (per request)

   D. Transmit data to the E-911 regional data repositories and/or adjunct equipment as needed

   E. Nomadic user management

7. **Maintenance / Support / Training**

   A. Vendor must supply the following and describe how this normally done and any related charges:
      - i. Product bulletins
      - ii. Software updates
      - iii. Bug fixes (software patches)
B. Vendor must have an active user group with an established forum for posting problems, solutions, suggested product improvements, etc.

C. Vendor must provide remote customer support via phone or Webex-style remote login during normal business hours of 8:00am – 5:00pm Pacific Time Zone, Monday through Friday, in addition to any necessary on-site support (if necessary) within a four (4) hour time frame.

D. List training classes offered with a brief description of each for hardware (if needed) and software for each function defined in the Proposal Questions above.
   i. Integration
   ii. Administration
   iii. Move-Add-Change
   iv. Reporting
   v. Fault Management
   vi. E-911 Management
   vii. Authorized user self-service

8. Pricing

   A. Provide pricing associated with system implementation:
      i. Project Management
      ii. Labor hours
      iii. Equipment
      iv. Training on Site
      v. Other Training Resources
      vi. Other itemized costs

   B. Fees for annual software support and updates

   C. Describe how the product/service is licensed

   D. What discounts from list pricing do you offer?

   E. What price plans do you offer for a contract period of
      i. Three years
      ii. Three years with two one-year renewals
      iii. Other

9. References

   A. Provide the Tax ID for your company.

   B. Is your company currently, or in the process of becoming an Avaya DevConnect partner? If in the process, when will that be completed?

   C. Provide at least two references of companies to contact that use your product and/or service for a similar deployment of Avaya CS1000 and Avaya Communication Manager with 3,000 to 4,000 endpoints.

   D. Provide at least two references of State or Local Governments to contact that use your product and/or service for a similar deployment of Avaya CS1000 and Avaya Communication Manager with 3,000 to 4,000 endpoints.

   E. List any of these governments that made purchasing agreements with inter-local language.

   F. When your product or service has been sold to other government agencies, what purchasing vehicles were used to buy your product and/or service? WSCA, GSA Schedule 70, other?
TIMELINES

1. Questions must be submitted, in writing, to the contact listed above no later than 4:00 p.m. on July 16, 2014. An Addendum with the questions received by the deadline and the answers will be posted on July 18, 2014.

2. Proposals must be received by the Purchasing Department not later than 4:00 p.m., August 1, 2014, to be considered.

3. Proposals will be evaluated and, if multiple proposers are deemed capable of meeting the requirements, interviews may be held with the top three proposers commencing approximately on August 13, 2014.

4. The estimated date of notice of intention to negotiate a contract with the selected proposer is August 18, 2014.

5. The estimated date of contract execution is September 2, 2014.
ADDITIONAL REQUIREMENTS FOR SUBMITTAL

1. Name, local address, phone number, and email or web address of the firm proposed for this contract.

2. The names and number of years the firm has been in business under current or previous names or additional assumed business names.

3. The name and resume of each individual assigned to this project and the individual assigned to backup the primary person in his/her absence and similar information concerning each individual to be provided by subcontract.

4. The name and title of the person authorized to execute a contract on behalf of the firm.

5. A statement outlining any exceptions to the County's requirements or clarifications to the requirements.

6. Any additional services or procedures of benefit to the County not specifically required herein, which the Contractor offers to provide.

7. Provide complete pricing.

8. References listing customers with similar systems or volume requirements.

9. The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the proposer.

10. 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 three (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 with the past three (3) years.

11. In addition to any specific requirements requested in this proposal, the following documents must be completed and submitted with the proposal:

   A. Required Signature Page for Proposal
   B. Subcontractors Participation Form (Exhibit C)
   C. Certification of Nonsegregated Facilities and Non-collusion Affidavit and Debarment Affidavit (Exhibit C)
   D. Personnel Workforce Data Form (Exhibit C)
   E. E-Verify Declaration (Exhibit C)
EVALUATION CRITERIA

Matters relating to qualification to meet the County's needs will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary. Actual prices may be used to select successful offerors, and pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract may be considered in evaluation. After a proposal is selected, the County expects to negotiate the details of work to be performed based upon the proposal and the County's needs and appropriate pricing of selected tasks. If negotiations fail for any reason, including price, the County may choose to negotiate with others to obtain an appropriate contract for needed services.

Firms will be evaluated on the following criteria:

1. The ability of the firm to service this account based on the contemplated scope of work and volume of business.
2. The experience of the firm, length of time in business and other matters relating to relevant experience.
3. Experience of the individuals assigned to this account.
4. Appropriateness and flexibility of pricing arrangements.
5. References either submitted with the proposal or known to the County.
6. The firm’s approach to this work, including compliance with requirements, innovative offerings, services offered and other related matters.
7. Past performance with work provided to the County.
8. Other information as appropriate.
GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all proposals to provide services to Pierce County:

1. Pierce County expressly reserves the following rights:
   a. To reject any and/or all irregularities in the proposals submitted.
   b. To reject any or all proposals or portions thereof.
   c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
   d. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.

2. All proposals must be sealed in an envelope or appropriate packaging and addressed as requested in the RFP. The name and address of the vendor must appear on the envelope. The outside must state the RFP title and number and the RFP due date and time.

3. The RFP must be signed with ink by an authorized individual of the company empowered to act in that capacity before a contract will be negotiated.

4. Any proposal or modification received after the hour and date specified may be returned unopened.

5. All documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the County, and the public domain, and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the County because of this solicitation.

6. All of the items mentioned in paragraph 5 above submitted to Pierce County should be printed both sides on recycled paper whenever practicable.
GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

Substantially the following additional provisions will be incorporated into any negotiated contract resulting from this RFP:

1. **Scope of Contractor's Services:**
   The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. **Accounting and Payment for Contractor Services:**
   Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer").) the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. **Assignment and Subcontracting:**
   No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. **Labor Standards and Contract Assistance:**
   The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. **Independent Contractor:**
   The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. **No Guarantee of Employment:**
   The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
7. **Taxes:**
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. **Regulations and Requirement:**
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. **Right to Review:**
This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. **Modifications:**
Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. **Termination for Default:**
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County’s option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. **Termination for Public Convenience:**
The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially
completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees.”

14. **Insurance Requirements**
The insurance coverages specified in this paragraph (14.) are required.

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

**Commercial Automobile Liability**
Bodily Injury Liability and Property Damage Liability Insurance
$1,000,000 each occurrence OR combined single limit coverage of $2,000,000, with not greater than a $1000.00 deductible.

**Commercial General Liability**
Bodily Injury Liability and Property Damage Liability Insurance
$1,000,000 each occurrence OR combined single limit coverage of $2,000,000, with not greater than a $1000.00 deductible.

**Professional Liability Insurance**
Shall include errors and omissions insurance providing $1,000,000.00 coverage with not greater than a $5,000.00 deductible for all liability which may be incurred during the life of this contract.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the Pierce County as an additional insured on all general liability, automobile liability, employers’ liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Contractor must provide Pierce County with adequate documentation of self insurance prior to performing any work related to this contract and treat the County as an insured under the indemnity agreement. A forty-five (45) Calendar Day written notice shall be given prior to termination of self-
insurance or any material change to the self-insurance program as it relates to this Agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the insurance coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal. Such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402.

15. **Industrial Insurance Waiver**
   With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. **Venue and Choice of Law:**
   In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17. **Withholding Payment:**
   In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

18. **Future Non-Allocation of Funds:**
   Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

19. **Contractor Commitments, Warranties and Representations:**
   Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
20. **Patent/Copyright Infringement:**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by County of any notice of such claim.

b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

21. **Disputes**

a. **General**

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. **Notice of Potential Claims**

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim**

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

22. **Ownership of Items Produced**

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. **Confidentiality:**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys’ fees and costs resulting from Contractor’s breach of this provision.

24. **Notice:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
25. **Severability:**
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

26. **Waiver:**
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. **Waiver of Non Competition:**
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

28. **Survival:**
The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, and 26, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. **Entire Agreement:** This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

30. **Cooperative Purchasing.** The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County’s use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County’s contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County and District Court from any and all obligations, claims, or expenses, including attorney’s fees, arising out of such action.
EXHIBIT C - CONTRACT COMPLIANCE FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.

2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.

3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. E-VERIFY DECLARATION

Pierce County requires that all businesses which contract with the County for contracts in excess of $25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department’s website located at:
http://online.co.pierce.wa.us/cfapps/FDocs/ViewDocument.cfm?did=95668&dnum=
The Federal E-Verify Program is a web based application and can be accessed at [www.dhs.gov/everify](http://www.dhs.gov/everify).

**E. SUBMITTAL REQUIREMENTS**

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.

2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.

3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.

4. E-Verify Declaration: Contractor shall submit with proposal.
CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of ________________________________

As an authorized representative of the firm of ____________________________, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

BY: ___________________________________________ DATE: ____________________

TITLE: ___________________________________________
Check appropriate statement below:

☐ Our firm will perform all contracted scope of work tasks.

☐ Our firm will subcontract a portion of the work tasks. The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark “N/A” unless the Bidder will perform all work or provide all supplies or services for this contract.

<table>
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<th>Firm Name/Address/Phone</th>
<th>Work Item(s) Solicited</th>
<th>Proposal Amount</th>
<th>Awarded? (yes/no)</th>
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1. List full name, address, and phone number of each firm listed to be utilized.

2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.

3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: _______________________________ DATE: __________________

TITLE: _______________________________ PHONE: __________________

Revised (6/99)
PERSONNEL WORKFORCE DATA FORM

FIRM NAME ________________________________

ADDRESS ________________________________

CITY, STATE, ZIP __________________________

PHONE ________________________________

PROJECT ________________________________

PROJECT # ________________________________

CONTRACT WORK HOURS (if applicable) ________________________________

TYPE OF SERVICE PROVIDED ________________________________

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

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RFP No. 1336
Telecommunications Management Software and/or Service
Information Technology Department
E-VERIFY DECLARATION

Firm Name: __________________________________________________

Proposal/Bid/Invitation/Solicitation No. __________________________________

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. That the above named firm is currently enrolled in and using the E-Verify system implemented on March 1, 2010 as outlined in PCC 2.106.022 and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Pierce County reserves the right to require a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program at any time. Failure to provide the required Memorandum of Understanding within 10 days of request could lead to suspension of this contract.

Dated at ____________________________________ Washington

this _______ day of __________________________, 20____

Signature __________________________________________

Printed Name __________________________________________
REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

STATE OF____________
COUNTY OF____________

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the County to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

____________________________
Signature

____________________________
Printed Name

____________________________
Firm

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Address

UBI No:_____________________

____________________________
(Area Code) Phone

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE PROPOSAL.

Rev. 03/03/14