



RFP Information

RFP No. 1957

DEBT AND INVESTMENT MANAGEMENT SOFTWARE

Issue Date: October 23rd, 2017

Closing Date: November 22nd, 2017

Contact

Jana Prince

Phone: (253) 798-7731

Email: pcpurchasing@co.pierce.wa.us

Return Proposals by 4:00pm, November 22nd, 2017 to:

Pierce County Procurement & Contract Services

Attn: Jana Prince

950 Fawcett Ave, Suite 100

Tacoma, WA 98402-5603

Phone: 253-798-7456

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Attachment A – General Conditions for Personal Service Agreements

SUBMITTAL DUE DATE

To be eligible for consideration, five (5) copies of a vendor's response to this Request for Proposals (hereafter called "response" or "proposal") must be received by the Pierce County Purchasing Department, 950 Fawcett Ave, Suite 100, Tacoma, WA 98402-5603 no later than the date and time detailed on the front page of this RFP. 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

With a population of over 813,000 within its borders, Pierce County is the second most populous county in Washington State. Its total land area is 1,794 square miles and has a unique topographic profile ranging from sea level at Puget Sound to 14,411 feet at the peak of Mt. Rainier. The County serves over 382,000 citizens in unincorporated regions and provides responsive services to its community to address current and future needs. The 2017 Pierce County budget totals \$901,579,536 and includes 3,037 employee positions in 104 Pierce County funds/departments.

A home-rule charter adopted by voters in November 1980 governs Pierce County. Elected officials include the County Executive, Council, Auditor, Assessor-Treasurer, Prosecutor, Superior and District Court judges. The County Executive serves as the chief executive officer and the seven-member Council serves as the legislative branch.

Pierce County utilizes technology to manage information, automate business processes, serve the public and lower the cost of government. The technology serves 24 county departments and includes commercial software applications including Software-as-a-Service and custom developed software applications. The purpose of this RFP is to evaluate and select a solution that will replace the current application that is used to manage the County's investments and debt. The work will include software configuration, historical data migration and deployment, maintenance, training, support and project management. Each respondent must also describe, in detail, their historical data migration and training approaches used during implementation.

DESCRIPTION OF PROJECT

Pierce County intends to replace the software system it uses to manage the County's investments and debt. Pierce County is currently using Sungard Avantgard Resource IQ version 2.02.0039 for investment and debt management. The County prefers a SaaS solution with fully integrated investment and debt management functionality, although all integrated investment and debt management applications will be considered.

State law permits the County to purchase US Treasury obligations, US Agency obligations, US Government Sponsored Enterprises, bankers' acceptances, non-negotiable certificates of deposit, repurchase agreements, municipal bonds, and the Washington State Local Government Investment Pool.

While Pierce County does not operate an investment pool, it is necessary for the proposed software to be able to split investments among outside districts as each district may have numerous funds requiring investment. In the existing system, the investment for each district is a separate investment although it may be comprised of a number of investments among funds.

The County is the treasurer for numerous outside agencies, such as schools, parks and recreation, fire, water, or sewer districts and serves as the ex officio treasurer for 18 cities and towns. Pierce County also processes payroll for some of the outside agencies.

As treasurer, the county invests all surplus cash and accounts for and pays all bonded debt on behalf of itself and the outside agencies. Currently, outside agencies identify for the County a specific amounts of cash to be invested for specific time periods. The County purchases the appropriate investment instrument and accounts for it in the fund designated for each agency. The County is statutorily authorized to operate a voluntary investment pool for both itself and the outside agencies. Although the County does not currently pool resources, it would be preferable to have software with that functionality should the County decide to operate a pool in the future.

Once bonded debt has been issued, it is the treasurer's responsibility to make the debt service payments. Most bond issues utilize the fiscal agency of the State of Washington to maintain the registry of bond ownership and payment. The County makes the payments to either the fiscal agent or registered owner if different.

EXPECTED TERM OF RESULTING AGREEMENT

The initial contract period shall be five (5) years, unless sooner terminated as provided elsewhere in the Agreement. Upon the expiration of this initial term, the term will continue to auto renew for three (3) subsequent annual renewal terms unless either party gives written notice of non-renewal not less than 60 days prior to the expiration of any one year term. Annual increases will not exceed 3% over the prior year's price.

CONTACT

Jana Prince, Senior Buyer, Pierce County Purchasing
950 Fawcett Ave, Suite 100, Tacoma, WA 98402-5603
Phone: 253.798.7731 | jprince@co.pierce.wa.us

All interested potential proposers must email the procurement contact on the front page of this RFP to request to be put on the Holder's list for this procurement in order to receive RFP addenda and additional procurement updates. **By requesting to be placed on the Holders list, firms will automatically be notified when new documents or changes relating to this procurement occurs.**

SCOPE OF WORK

Pierce County intends to replace their software system used to manage the County's investments and debt. The primary emphasis of this request for proposal is the following:

Investment System

Pierce County serves as Treasurer for the junior taxing districts located within the County. Each junior taxing district may have a number of different "Funds" (General Fund, Bond Fund, Capital Projects Fund, etc) which require separate investments. As of 7/31/17 Pierce County had 117 separate investment portfolios for the junior taxing districts and 17 separate investment portfolios for County Funds.

Pierce County is currently using Sungard Avantgard Resource IQ version 2.02.0039 for investments. The system accounts for purchases, partial and full sales of fixed-rate/fixed-income securities, monthly accruals of interest, gains/losses on sales, and assessing fees. Fees are calculated as 5% of earnings up to \$50 in any calendar year for each investment and/or investment allocation.

The County is legally authorized to purchase US Treasury obligations, US Agency obligations, US Government Sponsored Enterprises, bankers' acceptances, non-negotiable certificates of deposit, repurchase agreements, municipal bonds, and the Washington State Local Government Investment Pool.

While Pierce County does not operate an investment pool, it is necessary for the proposed software to be able to account for investments by each junior taxing district as each district may have numerous funds. In the existing system the investment for each district is a separate investment although it may be comprised of a number of investments among the district's various funds. The table below shows the total value of investment purchases and maturities, along with the number of investment purchases and maturities for the previous year:

Investment Transactions

Month/Year	Purchase	Purchases	Matured	Maturities
June, 2016	\$1,495,930,364	218	\$1,331,061,128	212
July, 2016	1,245,855,625	197	1,305,107,335	211
August, 2016	1,350,373,795	213	1,479,275,974	219
September, 2016	1,343,856,590	208	1,232,986,331	199
October, 2016	1,528,611,327	205	1,192,764,631	199
November, 2016	1,471,384,561	192	1,744,798,780	207
December 2016	1,551,540,867	214	1,371,721,713	198
January, 2017	1,435,198,654	211	1,478,821,112	221
February, 2017	1,387,021,351	214	1,399,897,968	204
March, 2017	1,335,526,109	207	1,378,558,722	213
April, 2017	1,714,180,620	208	1,603,960,350	205
May, 2017	2,047,226,484	221	1,751,592,873	211

The existing system creates daily investment transaction journal entries for purchases, maturities, payments of interest, gains/losses on sales of investments and fees on investment interest payments, maturities and sales.

The existing system creates monthly journal entries for interest accruals. The system was not set up to amortize/accrete the premiums/discounts on investment purchases. The County desires this functionality with the new investment system and will be looking for assistance to "catch up" the amortizations/accretions on existing investments.

The existing system maintains an "Instrument Ledger" for each investment from purchase through maturity/sale, showing each transaction, such as interest payment and fees and the county is expecting similar output from the proposed solution.

The County is looking for robust reporting capabilities in the new investment management system. Reports should be exportable into Excel for further analysis and the solution should provide the ability for end users to create custom reports. Specific reports should include the following:

- Premium/discount amortization/accretion
- Principal paydowns and interest payments
- Holdings report
- Interest accruals
- Portfolio holdings
- Portfolio performance
- Portfolio holdings by trustee
- Portfolio holdings by broker
- Portfolio holdings by security type
- Portfolio holdings by maturity date
- Portfolio holdings by district/entity
- Portfolio holdings valued at cost
- Portfolio holdings valued at market
- Cash projections
- Investment purchases
- Investment maturities

The existing system does not have an automated process to upload market prices and the County has been valuing investments at market using Excel rather than the existing system. The new investment management system should have the ability to upload market prices.

The County is particularly interested in evaluating how the proposed software handles GASB 31, GASB 40, GASB 72 and GASB 79.

Investment System Accounting Information

For each of the below requirements, explain HOW your application meets the requirement and any exceptions to meeting the requirement.

1. Does the system create investment transaction journal entries that interface to the general ledger? (Please explain this process)
2. Does the system support a 10 (ten) digit fund code?
3. Does the system account for and amortize premiums and discounts?
 - a. If yes, does the system generate the necessary accounting entries for this activity? (Please explain)
 - b. If no, please explain the recommended solution for creating these accounting entries.
4. Does the system have the ability to account for multiple fund allocations for each security? (Please explain)
 - a. If yes, is there a limit to the number of allocations per security? (Please state limit if applicable)
5. Does the system provide for the sale, or partial sale, of an investment allocation to another fund, including any accruals or amortization? (Please explain)
6. Does the system have the ability to allocate premiums, discounts, and accrued/purchased interest between fund allocations of an individual security?
7. Does the system calculate and account for fees at the investment allocation level? (Please explain)
8. Does the system allow fees to be calculated based on the following algorithms?
 - a. A fixed percentage of the average daily or monthly balance in the investment pool
 - b. 5% of earnings up to \$50 in each calendar year per investment
9. Ability to integrate with County's accounting system (Workday).
 - a. Ability to accept the account numbers in segments (not one long string)

General Investment System Information

10. Does the system provide multi-portfolio capabilities?
11. What types of investment securities are supported by the system?
12. Is there a limit on the number of securities that can be entered into:
 - a. The system
 - b. Each portfolio
13. Does the system provide collateral tracking for investments that require collateral?
 - a. If yes, does the user designate what securities require collateral?
 - b. Can the user define the collateral margin and market value for verification against user investment policy?

14. Does the system maintain an investment inventory including:

- a. Investment Type
- b. Original Cost
- c. Maturity Value
- d. Market Value (Fair Value)
- e. Purchase Date
- f. Maturity Date
- g. Settlement Date
- h. Coupon (variable vs. fixed)
- i. Yield
- j. Purchased Interest
- k. Basis of Calculating Interest
- l. Interest Payment Frequency
- m. Amortization Schedule
- n. Fund Code
- o. Fund Allocations
- p. Fee type
- q. Call information
- r. CUSIP Number
- s. Safekeeping Institution
- t. Broker
- u. Issuer
- v. Other (please explain)

15. Is there a dollar limit for the amount of:

- a. An individual security (if yes, please state the limit)
- b. Each individual portfolio (if yes, please state the limit)

Investment System Interest Information

16. Does the system account for odd date first or last coupon periods? (please explain)

17. Does the system allow interest to be accrued?

- a. If yes, does the system generate the necessary accounting entries for this activity? (Please explain)
- b. If no, please explain the recommended solution for creating these accounting entries.

18. Please explain the types of interest rate calculations that are supported by the system:

- a. Calculation basis (30/360, etc.)
- b. Calculation frequency (semi-annual, etc.)
- c. Other (please explain)

19. Please explain the types of special interest rate variations handled by the system. (i.e.: step-up, variable, etc.)

20. Does the system account for cash interest received?

Investment System Pooling Information

21. Does the system provide for the pooling of investments and allocation of earnings to the fund participants?
 - a. If yes, how is the accounting and allocation performed?
 - b. Is there a limit to the number of participants in a pool? (State limit if applicable)
22. Does the system allow multiple investment pools?
 - a. If yes, is there a limit to the number of pools that can be managed by the system? (Please state)
23. Does the system provide ad-hoc reporting capability? (If yes, please explain)
 - a. If no, is there a recommended solution for ad-hoc reporting? (If yes, please explain)
24. Does the system include built-in graph and charting capability? (If yes, please explain)
 - a. If no, is there a recommended solution for graphing and charting? (If yes, please explain)
25. Please explain how the system reports in compliance with the Governmental Accounting Standards Board Statement Numbers GASB 31, GASB 40, GASB 72 and GASB 79 for the following:
 - a. Rule 2(a)7 like pools?
 - b. External Investment Pools?
26. Please explain what data elements can be used for searching, sorting and/or exporting.
27. Does the system provide cash forecasting and cash flow trend analysis capabilities? (Please explain)
28. Is a Market Pricing service available?
 - a. If yes, please explain how it would integrate with the proposed system.
29. Does the system have a bond/swap module for active portfolio management?
 - a. If yes, does it provide the impact on the portfolio?

Debt Management System

As Treasurer for the junior taxing districts within the county, Pierce County records each debt issue for the junior taxing districts and makes the debt service payments to the fiscal agent for the bonds. Pierce County has also issued general obligation bonds, revenue bonds and has loans which are recorded in the existing debt management system.

Pierce County is currently using Sungard Avantgard Resource IQ version 2.02.0039 for debt management. The system accounts for all indebtedness of the County and the junior taxing districts within Pierce County, including school districts, fire districts, water districts, sewer districts and metropolitan park districts. Indebtedness includes loans, lines of credit, unlimited tax general obligation bonds, limited tax general obligation bonds, revenue bonds, Build America Bonds, qualified school construction bonds and certificates of participation. Total debt outstanding at 7/31/17 is approximately \$2.5 billion.

Most of the debt recorded in the current system has a fixed interest rate that is computed on the basis of a 360-day year consisting of twelve 30-day months. The majority of the debt has 20 year terms with semi-annual interest payments and annual principal payments. There are a few debts which have either monthly, quarterly or annual principal and/or interest payments.

The majority of the variable rate debts recorded in the current system have semi-annual interest payments and annual principal payments. There are a few debts which have either monthly, quarterly or annual principal and/or interest payments. Lines of credit record drawdowns and paydowns as they occur.

The table below shows the total number of debts recorded in the current system, categorized by issuer. The "Refunded Debt" will not need to be brought into the new system.

Obligor	Number of Debts
County Debt:	
General Obligation bonds	60
Revenue bonds	146
Enterprise Fund bonds	54
Outside District Debt:	
School District bonds	1,845
Water District bonds	136
Sewer District bonds	136
Fire District bonds	418
Metropolitan Park District bonds	776
Refunded Debt	
County-wide refunded bonds	556
Total Debts	4,127

The existing debt management system is not utilized on a daily basis. When a bond issue and/or bond refunding occurs the bond issue and/or refunding is recorded in the system. When a debt service date occurs, the system will generate the entries necessary to record the transactions in the County's accounting system.

The debt management system calculates monthly interest accruals for all of the debt as part of the month-end process. Certain debts are required to be accounted for under full accrual accounting and so the monthly interest accruals for those debts debit interest expense and credit interest payable. General governmental debts recognize the interest expense when the interest payments are made.

The existing system also amortizes premiums and discounts on the bonds in the system as part of the month-end process. Certain debts are required to be accounted for under full accrual accounting and so the premium and discount amortizations occur monthly. Bonds recorded in the existing system prior to the implementation of GASB 65 continue to amortize bond issue costs. The County prefers that bond issue costs not be brought into the new system.

The County is looking for robust reporting capabilities in the new debt management system. Reports should be exportable into Excel for further analysis and the solution should provide the ability for end users to create custom reports. Specific reports should include the following:

- Outstanding debt by issuer
- Issue detail report by issuer
- Debt cost report by issuer
- Future debt payments report by issuer
- Debt maturity distribution report by issuer
- Historical debt position report by issuer

Debt Management System Accounting Information

For each of the below requirements, explain HOW your application meets the requirement and any exceptions to meeting the requirement.

30. Does the system provide a mechanism that would allow accounting entries to interface to the general ledger (Workday)? Please explain this process.

31. Does the system support a 10 (ten) digit fund code?
32. Does the system have the ability to account for multiple fund allocations for each debt issue? (Please explain)
 - a. If yes, is there a limit to the number of allocations per issue? (Please state limit if applicable)
33. Does the system create accounting entries required to record the debt issue on the General Ledger (Workday)?
34. Does the system create accounting entries required to record the debt issue maturity on the General Ledger based on the maturity schedule?
35. Does the system allow interest expense to be accrued?
 - a. If yes, can this be done based on a selected number of funds?
36. Does the system create the accounting entries associated with accruing interest?
37. Does the system account for issuance costs?
38. Does the system account for premiums and discounts from the sale of the debt?
 - a. If yes, does it allow the premium/discount to be amortized?
39. Does the system create the accounting entries associated with the amortizing premiums and discounts?
40. Does the system calculate and account for the deferred gain/loss from a refunding?
 - a. If yes, does it allow the deferred gain/loss to be amortized?
41. Does the system create the accounting entries associated with the deferred gain/loss?

General Debt Management System Information

42. Is there a limit on the number of bond issues that can be entered into the system? (If yes, please state the limit)
43. Is there a dollar limit for the amount of an individual maturity or total bond issue? (If yes, please state the limit)
44. Does the system provide an audit trail, in either direction, from the original issue to the refunding issue?
45. Please explain how the system accounts for the following types of debt:
 - a. Lines of Credit
 - b. Serial Bonds
 - c. Term Bonds
 - d. Short term anticipation notes
 - e. Commercial Paper
 - f. Advanced Refundings of Debt
 - g. Cash Refundings
 - h. Loans
 - i. Other (please explain)
46. Does the system account for the following basic bond information:
 - a. Issuer
 - b. Original Par Value
 - c. Premium
 - d. Discount
 - e. Issue Costs

- f. Issue Date
- g. Settlement Date
- h. Final Maturity Date
- i. Bond Type (ie: revenue, voted/non-voted GO, etc) (please explain)
- j. Coupon Interest Rates
- k. Frequency of Payment
- l. Maturity Schedule of Principal and Interest
- m. CUSIP Number
- n. Underwriter
- o. Financial Advisor
- p. Legal Advisor
- q. Fiscal Agent
- r. Other (please explain)

Debt Management System Interest Information

- 47. Please explain how each of the following types of interest rate calculations are supported by the system:
 - a. Calculation basis (30/360, etc)
 - b. Calculation frequency (semi-annual, etc)
 - c. Variable Rate
 - d. Other (please explain)
- 48. Does the system account for odd date first or last coupon periods?

Debt Management System Reporting Information

- 49. Does the system provide ad-hoc reporting capability? (If yes, please explain)
 - a. If no, is there a recommended solution for ad-hoc reporting? (If yes, please explain)
- 50. Does the system include built-in graph and charting capability?
 - a. If no, is there a recommended solution for graphing and charting? (If yes, please explain)
- 51. Does the system provide debt forecasting and analysis capabilities? (Please explain)
- 52. Please explain what data elements can be used for searching, sorting and/or exporting.

Technical Requirements

Identify whether or not the solution meets each of the following requirements. Provide explanations as needed.

- 53. Integration with the County's Active Directory System will be completed using Security Assertion Markup Language (SAML 2.0) for single sign-on. This authentication methodology will be available before Go-Live.
- 54. HTTPS & SSL. All web requests between web clients and Vendor Application must be secured by Secure Sockets Layer (SSL) encryption. SSL must be enforced for all static assets (css, image, js files) as well.
- 55. Encryption. The vendor application must encrypt all documents at rest and all data must be encrypted in transit through the SSL protocol.
- 56. Application will be optimized for use with all versions of Windows, Office and Chrome that are still supported by their applicable vendors. If Application is required to run on iPad/iPhone then the Application must be optimized for use with all versions of iOS that are supported by Apple for iPad/iPhone applications.
- 57. Required Internet settings must not compromise or conflict with Pierce County's internet security settings. Agreed upon customized internet settings will only be applied to the Trusted Sites zone.

58. Technical support must be available between the hours of 8:00 am and 5:00 pm Pacific Time with 24hr service available for emergencies.
59. If the Contract is terminated for any reason, upon request, the Vendor will provide Pierce County a database copy of the current and complete database no later than 30 days after termination. There will be no charge to the County. No data can be retained by Vendor in any media (including hard copies) after termination of this contract.

SaaS Requirements

If the proposed solution is a SaaS, identify whether or not the solution meets each of the following requirements. Provide explanations as needed. If the proposed solution is not a SaaS, answer N/A to this section.

60. Vendor will implement and maintain a business continuity and disaster recovery plan that provides for the continued delivery of the Service in the event of a power outage, system outage or other circumstances that may interrupt the normal provision of the service.
61. Vendor has a dedicated hosting facility specifically built and maintained for website hosting. Redundant power sources and internet access ensure consistent and stable connections. Vendor's on-site internet access provides bandwidth of sufficient mbps. Regular hardware upgrades ensure that Vendor-hosted sites are maintained on the most up-to-date, reliable equipment.
62. Responsive system performance will be provided by Vendor. On average, software system and hosting service will provide a 2 second response time for system data display and screen refresh.
63. Vendor's hosting services availability will be 99.9% or greater per month and have defined maintenance windows. Service availability is calculated as: 100% minus [%Vendor downtime for maintenance outside of defined maintenance windows + %System Outage + %Performance Event]
 - a. Service Credits. In the event the service is not available for 99.9% for a given month, a credit will be applied to the next invoice equal to the value of the downtime (calculated based on annual maintenance fee)
64. Any downtime for maintenance will be scheduled outside the County's normal business hours which are 7:30 am to 5:30 pm Pacific Time, Monday-Friday. If maintenance must be scheduled during the County's business hours, the County will be notified at least 24 hours in advance.
65. When emergency maintenance resulting from hosting server or network failure is required, Vendor will restore services as quickly as possible and will provide notice, to the extent possible, as to the estimated recovery time. Whenever possible, a solution that lessens the impact on system availability will be utilized.
66. In the event of an Incident, Vendor will assess the impact of the Incident on the County's System Availability and provide status reports regarding it to the County. Vendor will provide an Incident report to the County on request.
67. Vendor will perform regular vulnerability scans on servers at the Data Center. Any identified vulnerabilities will be resolved with security patches or configuration changes at the earliest possible time.
68. Vendor is responsible for debugging and resolving application problems, including problems between the software components of the system. Vendor performs all installation of Component Systems and configures all hardware and software to perform optimally with those products. Vendor is responsible for maintaining the integrity of the database. Vendor is responsible for capacity planning and sizing to provide for County growth.
69. Vendor shall, at all times, use industry-standard tools, technologies and procedures, including, but not limited to, anti-virus and anti-malware protections, intrusion detection and countermeasures established to detect and terminate any unauthorized activity, prior to entering the firewall maintained by Vendor.
70. Vendor shall protect the County's Information against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information.

71. Vendor shall not modify County data, disclose County data (except as compelled by law or if permitted by the County), or access County data, except to prevent or address service or technical issues, or at the County's request. Vendor shall promptly notify the County of any subpoena, court order or request by a third party for County data.
72. County data will be encrypted in transmission and at rest at a level equivalent to, or stronger than, 128-bit level encryption.
73. Vendor will maintain control measures to prevent unauthorized physical access to the hosted environment. Measures will include at the minimum:
 - a. Access control systems (badge screening, biometrics, and visitor tracking)
 - b. Surveillance (video surveillance and 24x7 onsite trained guard staff)
 - c. Full-time escort for all visitors within hosting area
74. Power for Vendor's data center is from multiple, redundant power distribution units, emergency backup generators, and uninterruptible power supply systems. Data center connectivity is provided via redundant telecommunication connections to multiple carriers.
75. Vendor has a cybersecurity insurance policy of \$5,000,000 or more to assist the Vendor in responding to and recovering from a cyber-attack.
76. Bandwidth:
 - a. 145Mbps of bandwidth for optimal speed
 - b. Multiple carriers to provide redundancy for continuous connectivity
 - c. BGB Internet routing; continuously monitor and manually balance Internet load between carriers for optimal speed
 - d. Redundant routers
77. Backup:
 - a. Online backup performed daily
 - b. Off-site online archive at DR site
78. Monitoring:
 - a. Round-the-clock (24/7/365) monitoring of all critical components
79. Data Security
 - a. Router level port blocking and reporting
 - b. Router level packet filtering and reporting
 - c. Server level port blocking and logging
 - d. Periodic security analysis by Security Specialist (via external security assessment partner)
 - e. Two-factor authentication
80. Data Redundancy
 - a. RAID Level 5 data storage array
81. Security assessment for the hosted facility (SOC2Type2 Report)
82. Do you use multi-tenant deployments? If yes, please describe what safeguards are in place to keep County data segregated.
83. What mitigation techniques are used to prevent DDoS attacks?

TIMELINES

Event:	Time:	Date
Question must be submitted, in writing, to the contact listed above	4:00 PM Pacific	November 8, 2017
Proposals must be received by the Purchasing Department	4:00 PM Pacific	November 22, 2017
Proposals will be evaluated and, if multiple proposers are deemed capable of meeting the requirements, interviews may be held with the top three proposers		December 11, 2017
Estimated date of notice of intention to negotiate a contract with the selected proposer		December 20, 2017
Estimated date of contract execution.		February 1, 2018

SUBMITTAL CHECKLIST

For proposals to be considered the following must be included in your submittal:

	Name, local address, email address and phone number of the firm making the proposal.
	The names and number of years the firm has been in business under current or previous names or additional assumed business names.
	The name and resume of each individual who would be assigned to this project and each individual assigned to backup each primary person in his/her absence, together with similar information for each individual to be provided under any subcontract.
	The name and title of the person authorized to execute a contract on behalf of the firm.
	A statement outlining any proposed exceptions to the County's requirements or requested clarifications to the requirements.
	Any additional services or procedures of benefit to the County not specifically required by this Request for Proposal, which the Contractor offers to provide.
	Complete pricing for all services in the Proposal.
	References listing customers with contracts for similar services.
	The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past 3 years involving the proposer.
	Required Signature Page for Proposal and all Addendum(s) with a legally binding signature.
	By submitting a proposal, proposer agrees that 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.
	All of the items mentioned in paragraph 5 above submitted to Pierce County should be printed both sides on recycled paper whenever practicable.
	Four (4) hard copies and one (1) electronic copy, in pdf format, of the complete proposal. The proposals must be in a sealed envelope or appropriate packaging with the proposer's name, address, RFP title, RFP number and RFP Due Date clearly marked on the outside of the envelope/package. One copy must be marked "original" and contain a legally binding signature.

COUNTY'S EVALUATION OF PROPOSALS

Reserved Rights and Procedures:

1. Pierce County expressly reserves the following rights:
 - a. To waive 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. Pierce County may return unopened any proposal or modification received after the hour and date specified.

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 other vendors to obtain an appropriate contract for needed services.

Firms will be evaluated on the following criteria:

1. The ability of the firm to provide the proposed services 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 who will be assigned to provide the proposed services.
4. Appropriateness and flexibility of pricing arrangements.
5. Customer references either submitted with the proposal or gathered by the County.
6. The firm's proposed approach to this work, including compliance with requirements, innovative offerings, services offered and other related matters.
7. Past performance when providing services to the County.
8. Other information as appropriate.

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.

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.

ADDENDA: Firm acknowledges receipt of add addenda through number _____

Firm Name: _____

Signature: _____

Printed Name and Title: _____

Firm Address: _____

Email: _____ Phone Number: _____

MAIN CONTACT INFORMATION, if different than named above:

Printed Name and Title: _____

Email: _____ Phone Number: _____

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.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

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, and to any other provisions set forth in Exhibit "D."

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, on site 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.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

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 unless modified by Attachment A of this agreement. If insurance requirements are contained in Attachment A they take precedence

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.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

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. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

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 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.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

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.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

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.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

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.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

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.

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. 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.

The Federal E-Verify Program is a web based application and can be accessed at www.dhs.gov/everify .

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

D. SUBMITTAL REQUIREMENTS (does not need to be submitted with proposal)

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 prior to award of contract

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

I, the undersigned, having carefully examined the Invitation to Bid, propose to furnish materials, equipment, supplies and/or services as set forth herein.

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).

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 three years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgement rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the last three years. 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 debaring 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).

Signature: _____

Printed Name and Title: _____

SUBCONTRACTING PARTICIPATION FORM

[] As the authorized representative of (Bidder's Firm) _____ the Bidder does not intend to sublet any portion of this contract.

Firm Name, Address and Phone Number	Describe Work or Supply Item	Subcontract Amount	Sub	Sup	MFG

BY _____ TITLE _____ DATE _____



E-VERIFY DECLARATION

Firm Name: _____

Contract No. _____

Pierce County requires that all businesses which contract with the County for a public work be enrolled in the Federal E-Verify Program if the value of the contract is in excess of \$100,000 and the duration of the contract is greater than 120 days. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment with bid submittal. The Prime Contractor is responsible for verification of every applicable subcontractor. Pierce County reserves the right to require a copy of a Memorandum of Understanding between the Prime or any Subcontractor and Department of Homeland Security upon request at any time during the project verifying the contractor's enrollment. Failure to provide this document could result in suspension of the project. This requirement does not currently apply to projects funded entirely or in part by Federal funding sources.

The Federal E-Verify Program is a web-based application that can be accessed at: www.dhs.gov/everify.

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 _____

Title _____

END OF FORM