



**PIERCE COUNTY  
REQUEST FOR PROPOSAL NUMBER 1961  
DISTRICT COURT COLLECTIONS SERVICES**

**RETURN PROPOSALS TO:**

Pierce County Purchasing  
950 Fawcett Avenue, Suite 100  
Tacoma, WA 98402  
Phone: 253-798-7456

**PROPOSAL DUE DATE/TIME: NOVEMBER 16, 2017, 4:00 PM**

Proposals must be submitted in a sealed envelope or appropriate packaging with the proposer's name and address, RFP Title and RFP Due Date clearly legible on the exterior prior to the date/time listed above.

**RFP ISSUED BY:**

Pierce County Procurement and Contract Services  
Attention: Jana Prince, Senior Buyer  
[pcpurchasing@co.pierce.wa.us](mailto:pcpurchasing@co.pierce.wa.us)  
253-798-7456

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Attachment A – General Conditions for Personal Service Agreements

## RFP HOLDER'S LIST

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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.**

## EXPECTED TERM OF RESULTING AGREEMENT

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The expected term of the initial contract will be 12 months with optional annual renewals.

## GENERAL INFORMATION

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### Pierce County

The mission of Pierce County District Court, as an independent and impartial branch of government, is to promote respect for law, society and individual rights; provide open, accessible and effective forums for dispute resolution; resolve legal matters in a just, efficient and timely manner and assure the dignified and fair treatment of all parties.

Pierce County District Court is a court of limited jurisdiction over the following cases: traffic infractions; criminal and traffic misdemeanors and gross misdemeanors; civil matters for damages for injury to individuals or personal property, penalties and contract disputes no greater than \$75,000; civil claims, known as "small claims", for recovery of money only where the amount claimed does not exceed \$5,000; name changes; and anti-harassment protection orders.

### City of Tacoma Municipal Court

The mission of Tacoma Municipal Court is a statutorily created court of limited jurisdiction existing to promote public safety. Justice is administered in an efficient, safe, and accessible environment fostering respect for the law and society while protecting individual rights.

Tacoma Municipal Court is a court of limited jurisdiction over the following cases: traffic infractions, parking infractions, camera-issued infractions, and criminal and traffic misdemeanors and gross misdemeanors.

## DESCRIPTION OF PROJECT

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Pierce County District Court is soliciting for a collections vendor for the collection of unpaid fines, penalties and costs due to Pierce County District Court. Tacoma Municipal Court may, by separate contract, contract with the successful vendor for collections services. The project will commence with the referral of unpaid fines.

Pierce County District Court (PCDC) currently has 689,680 unpaid cases with an estimated total of 56 million dollars in collection status.

Pierce County District Court			
Year	Number of Accounts Referred	Total Dollars Referred	Total Dollars Collected
2012	28,870	\$ 9,909,529	\$ 535,679
2013	20,763	\$ 8,121,155	\$ 1,737,124
2014	21,795	\$ 8,766,892	\$ 1,813,394
2015	21,621	\$ 9,020,580	\$ 1,426,395
2016	16,540	\$ 6,958,786	\$ 1,506,692

Tacoma Municipal Court has 703,899 unpaid cases with an estimated total of 63 million dollars in collection status.

Tacoma Municipal Court			
Year	Number of Accounts Referred	Total Dollars Referred	Total Dollars Collected
2012	12,527	\$ 3,573,314	\$ 375,635
2013	29,390	\$ 9,185,505	\$ 1,588,779
2014	50,889	\$ 13,454,947	\$ 1,915,312
2015	63,416	\$ 17,028,261	\$ 1,944,444
2016	14,475	\$ 5,573,843	\$ 2,075,433

This agreement is executed pursuant to RCW 3.02.045.

## SCOPE OF WORK

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### 1. Account Maintenance

1.1. Referrals. The Court may refer judgments for unpaid infractions, traffic and non-traffic criminal cases, current and legacy (open infraction and criminal cases from 2007) and other judgments payable to Pierce County. Cases with an amount due of \$10 or less will not be referred to the Agency. Upon referral, the Agency will collect judgments referred and will first receive collection fee as they are collected, including interest, which are imposed in the judgment docket. The Agency shall have the costs set forth above added to judgments not so providing. Payment received directly by the Court within ten (10) days after referral, which satisfies the judgment in full, will not be subject to any collection fee.

The contractor will pursue all cases referred, including those having out-of- state addresses.

1.2. Acknowledgment of Referral. An acknowledgment report of cases referred by the Court will be prepared and submitted daily to the Court. Separate reports will be generated for criminal, infraction and other cases.

1.3. Preparation and Maintenance of Database. At its own expense the Agency will establish, input data, and maintain a database for the Court concerning each account referred, which will account for each judgment including costs, interest, payments; and provide balances for judgment, interest, and collection fees. All balances and payment history will be maintained and segregated according to case number. The Agency will at its own expense prepare and maintain software for the Court to electronically transmit data to the Agency for new referrals, for recalls, and for amendments to judgment imposed by the Court, and for electronic transmission by the Agency to the Court for all changes to the database, for reports, and for transmission of funds required by this Agreement. The electronic format of transmittal data will be determined by the Court.

1.4. Documentation of Contacts. All contact by the Agency with the judgment debtor shall be documented.

1.5. Recall by Court. The Court may recall an account or reduce/amend the amount due on any case at any time. Recalled accounts will not be subject to collection fees. Collection fees for reduced/amended accounts will be based upon the reduced/amended balance.

1.6. Credit Bureaus. The Agency shall report all uncollected accounts to the major credit bureau(s). Such reporting must be in accordance with all applicable Federal and Washington State laws including, but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, Regulation Z and the Consumer Credit Protection Act, as now in effect or hereafter amended. In addition, at the request of the Court, the Contractor is required to remove notification from all affected bureaus and provide a copy of that notification to the Court on any particular account.

- 1.7. Uncollectible Accounts. Uncollectible accounts shall be returned to the Court with a record of efforts to collect and reasons why the account is deemed uncollectible.
- 1.8. Hold/Frozen /Suspense Accounts. Agency shall place no account in a hold/frozen/suspended status without notification to court
- 1.9. Collection Efforts.
  - 1.9.1. Unless the Court determines that recall is required, it will allow the Agency to proceed with legal action already undertaken for non-payment by the defendant after repeated contact by the Agency. The minimum contact shall be either: (1) mail to the last known address or telephone call with the defendant; or (2) in person.
  - 1.9.2. The Court shall approve verbiage in standard correspondence and telephone scripts. Representatives of the Agency shall at all times conduct themselves in accordance with applicable laws and regulations., Agency shall, at its own cost, implement and retain a Compliance Program for consumer complaints. Agency shall outline to the Court, the components of such program for Court approval. Agency shall provide a report on compliance standards every six (6) months.
- 1.10. Adjudication of FTAs. The Court will adjudicate with the Department of Licensing any Fail to Appear (FTA) upon payment in full of the Court account or upon execution of payment agreement between Agency and Defendant.. The Agency shall provide an adjudication form to the judgment debtor upon demand when an account is paid in full or a payment agreement is entered into.
- 1.11. Reduction Policies. The Agency shall inform judgment debtors how they may learn about reduction polices which have been adopted by the Court. Judgment debtors under judgments which include penalties for mandatory insurance offenses shall be informed of the Court's applicable reduction policies.
- 1.12. Error Correction. The Agency shall notify the Court within one (1) judicial business day of discovery of any errors or problems with respect to (1) collection notices and other collection efforts made upon the judgments referred by the Court, and (2) the information contained in the computer databases maintained by the Agency. The Agency shall correct all such errors and problems within 72 hours unless mutual agreement provides a different time.
- 1.13. Verification of Records. Not more frequently than every six months, the Agency will, upon request by the Court, run a comparison of the account records of the Agency with data provided by the Court from its computer system. The Agency will verify the integrity and consistency of account information and will report to the Court in a format authorized by the Court any discrepancies and suggested corrections, at its expense. The Agency will also provide the programming expertise and human resources required to implement synchronization of the records to correct data.

## **2. Fees and Costs**

- 2.1. Collection Fees. Uniform collection fees will be applied to all categories of accounts. The collection fee should be reasonable and provide for an equitable profit margin. The reasonableness of the collection fees will be determined by comparison with rates assessed to other court accounts via existing contracts. In the response, the Agency is required to submit a specific and separate quote for the Agency fee for PCDC and TMC
- 2.2. Interest. Interest at the statutory rate on judgments shall be charged pursuant to statutory authority on accounts as provided by law. The Agency shall maintain electronic records of all transactions affecting interest and the balance of accrued interest, and shall provide those records to the Court upon request and upon recall, in addition to required reports. Interest shall be charged on accounts from the date of referral pursuant to statutory authority. The Court shall receive all interest collected.
- 2.3. Pre-Collection Letter. - The Agency shall assume the expense for the 30-day pre-collection letter, including postage, envelopes, stuffing, paper, preprinted form, etc. This letter shall be compatible with existing computer generated data of the Court.

- 2.4. Annual Mailing. The Agency will at its own expense mail one special purpose letter per year to each judgment debtor if requested by the Court, in addition to any other letters required by this Agreement.
- 2.5. Electronic Transmission & Access. The Agency will provide, at its own expense, through networking in a format acceptable to the Court, immediate and direct access by Court personnel to account activity and status on the Agency's system on all referred accounts.

**3. Pre-Collection**

The agency shall produce and mail a pre-collection letter meeting any applicable legal requirements informing the judgment debtor that the judgment will be referred to the Agency for collection on the 30th day after mailing of the letter, and if the judgment is not paid in full, that the judgment will bear interest thereafter at the rate set forth in the letter, and that collection fees payable under agreements between the Court and collectors will be added to the judgment. Text of pre-collection letters shall be approved by the Court. These accounts will be referred to the Agency with a pre-collect status code. The Agency shall assume the expense for the 30-day pre-collection letter, including postage, envelopes, stuffing, paper, preprinted form, etc. This letter shall be compatible with computer generated data of the Court.

- a. If the account referred has previously accrued interest while in a collection status with another vendor, the Agency shall, in lieu of a pre-collection letter, send a notice to the judgment debtor which recites the transfer of judgment to the Agency for collection, and sets forth the balances of principal and interest already due, together with a recitation of any provisions of the judgment which add a collection fee.
- b. To the extent practicable, aggregate into a single pre-collection letter all obligations owed by a judgment debtor.
- c. Return to the Court all pre-collection letters and responses where the response indicates that the addressee disputes the facts stated in the pre-collection letter.
- d. Utilize the address service of the United States Post Office on all pre-collection letter mailings. The Court shall be notified of any addresses reported through this service.
- e. Use generally accepted industry standards to locate debtors, including but not limited to skip-tracing, credit bureau notification, national database address searches, and post and base locator services for military personnel.

**4. Payments**

- 4.1. Application of Payments-Normal. All payments received will be first applied to taxable costs added by the Court through legal collection action, provided that no taxable costs will be added to judgment which are not satisfied by the execution, garnishment, attachment or supplemental proceeding concerning which the costs were incurred. The net proceeds, after deduction of any such taxable costs, will be divided between the Court and the Agency. The amounts received by the Agency hereunder shall be the Agency's sole compensation, and shall not be disbursed to the Agency for its benefit until the amounts due the Court have been remitted to the Court with instructions showing the allocation thereof to interest and/or principal on the judgment, and showing the complete payment received and portions to be retained by the Agency. The Court's share of all payments received by the Agency shall be applied first to interest, then to principal.

In each of the following examples the hypothetical agency fee pursuant to paragraph 2.1 is 15.25%.

Example 1:

If payment of \$100.00 is received on 6/1/2017 on a judgment of \$670, entered 1/1/2017 and referred to collection on 4/1/2017 following a 30 day letter, applications would be as follows:

Payment Rcvd by Agency	Interest Payable to Court	Judgment Payable to Court	Fee Payable to Agency	Balance on Judgment	Interest Balance on Judgment
\$100.00	\$13.44	\$71.31	\$15.25	\$598.69	0

Example 2:

If a subsequent payment of \$10 is received on the same judgment on 8/1/2017, application would be as follows:

Payment Rcvd by Agency	Interest Payable To Court	Judgment Payable to Court	Fee Payable to Agency	Balance on Judgment	Interest Balance on Judgment
\$10	\$8.47	\$0	\$1.53	\$598.69	\$3.53

Example 3:

If a subsequent payment of \$500 is received on the same judgment on 10/2/2017, as a result of garnishment judgment entered on 10/2/2017, in which \$317 in taxable costs were added, application would be as follows:

Payment Rcvd by Agency	Taxable Costs Payable to Agency	Interest Payable to Court	Judgment Payable to Court	Fee Payable to Agency	Balance on Judgment	Interest Balance On Judgment
\$500	\$317	\$15.73	\$139.36	\$27.91	\$459.33	\$0

- 4.2. Application of Payments-Multiple Cases. Payments received from a judgment debtor who is a judgment debtor on multiple judgments referred to the Agency shall be applied to the oldest judgment first, absent express written direction of the judgment debtor to the contrary. The Agency agrees to apply payments received from defendants having judgments from different courts participating in a protocol among District and Municipal Courts of the State of Washington for relicensing adjudication of defendants, in accordance with the protocol, absent binding directions from the defendant to the contrary.
- 4.3. Unidentified Cases. If funds are received by the Court with no case number and a case exists with the Court that has not been referred to the Agency, the Court may apply the funds to the non-Agency case.
- 4.4. NSF Checks. The Agency may request reimbursement for the portion of NSF checks received by the Agency in payment of judgment which have been remitted to the Court. The Court will refund to the Agency the portion of any unpaid NSF check remitted to the Court, which is so reported, within thirty (30) days of receiving a completed request and will correct the Court records as specified, unless the Court, upon notice and an opportunity for the Agency to be heard, finds the report erroneous. The Agency will defend and hold harmless the Court, its agents and employees from any claim, cost or expense, including attorney's fees, incurred as a result of an inaccurate report and certification, or correction of records requested thereby. No request under this paragraph shall be honored which is not submitted within 30 days after original receipt by the Agency of the NSF check.
- 4.5. Payment Methods. Agency shall accept cash, check, money order and credit/debit card (Visa/MasterCard) as methods of payments. Any costs for such services is the sole responsibility of the Agency. Agency shall, at its own cost, establish and maintain a web-based payment system for use by defendants.

**5. Remittances**

- 5.1. Daily Transmittal to Court. The Agency shall remit to the Court on the next business day all funds received that apply to unpaid Court accounts, except that the Agency need not remit the portion of payment necessary to satisfy cost added to judgment by the Court incurred by the Agency, and the collection fee, if any, to be retained by the Agency hereunder.

- 5.2. Reporting Requirements. The Agency shall provide the Court with a report to accompany the daily transmittal which shall include the judgment debtor's name, case number, total amount paid, amount remitted to the Court, the distribution of the payment between costs added to judgment by the Court incurred by the Agency, commission collected by the Agency, judgment interest and judgment principal payable to the Court, principal balance and interest balance. This report shall be sorted as determined by the Court and shall be in the form and format determined by the Court. This report shall not include any adjustments, charge backs or corrections. The maximum number of cases included in one transmittal from the Agency to the Court shall be set by mutual agreement.
- 5.3. Adjustments. Adjustments, charge backs or corrections authorized by this Agreement will be reported separately, and requests authorized must be in writing and accompanied by supporting documents. Agency shall notify the court of such adjustments initiated by the Agency within two (2) business days of adjustment in Agency database. Adjustments, charge backs or corrections requested by the Court shall be processed within ten (10) business days of original request. Except for amounts earned as provided herein by the Agency for judgments actually collected and paid to the Court, no payment shall be made nor any sum withheld by the Agency for any reason.
- 5.4. Monthly Time Payment Services and Fees. Agency shall propose in response to this RFP pricing for implementation of a monthly time payment program for court clientele with outstanding fines that are not in collection status. The Court is under no obligation participate in any such proposed program but may, at its sole discretion, invoke implementation of this program with 60 days notice to the Agency.

## **6. Reporting**

- 6.1. The Agency shall provide the Court with management reports on a regularly scheduled basis. The Agency shall develop and amend the format and information contained in reports at the request of the Court. The Court may establish a schedule by which requested management reports will be provided on a regularly scheduled basis.
- 6.2. The Agency shall provide the Court with monthly reports, including but not limited to: (1) aged summary of funds received, (2) outstanding accounts, (3) funds received by case by year, (4) other reports upon mutual agreement. Criminal and infraction cases must be segregated; interest and principal payments must be reported separately. The agency shall amend the format and information contained in reports at the request of the Court.

## **7. Bankruptcy, Garnishments, Legal Suits**

For all accounts referred, the Agency shall be responsible for initiating legal action to reduce to judgment any debt owed to the Court that is not already a judgment, for filing claims and representing the Court in any bankruptcy, and filing garnishments and supplemental proceedings as appropriate. The attorney selected to perform the legal work for the Court through the agency must be approved by the Court's Prosecuting Attorney.

- 7.1. Bankruptcy. The agency shall process bankruptcy claims on behalf of the Court for those accounts listed with them. The agency shall notify the Court of the claim by forwarding a copy of the Proof of Claim or the Notice of Filing. The agency shall notify the Court upon receiving a letter of dismissal or discharge from the bankruptcy court and forward a copy of each letter to the Court. Bankruptcy procedures may be modified at the sole discretion of the Court and by written notification to the agency.
- 7.2. Garnishments. The agency shall garnish to collect referred judgments when assets or earnings subject to garnishment reasonably exists in amounts which will exceed the taxable costs of garnishment plus \$50. Amounts collected shall be applied as set forth in paragraph 4.



## 8. Local Office

- 8.1. Local Office. The Agency shall maintain an official office within a five (5) mile radius of the County City Building to facilitate the collection process for the judgment debtors and the Court. The Agency will open the local office immediately, and the office shall be fully functional not later than four (4) months after execution. The Agency may also be required to locate a maximum of two (2) staff in the County-City Building, at the courts' discretion.
- 8.2. Local Phone. The Agency shall maintain a local phone number in Pierce County or a toll free number to facilitate the collection process for the defendants and the Court.

## 9. Auditing

- 9.1. Court Audit. The Agency shall permit the Court, its designees, and any agency entitled or authorized to audit Court records, from time to time as the auditor deems necessary (including up to 6 years after expiration of the Agreement), to inspect and audit at any and all reasonable times in Pierce County, Washington, or at such other reasonable location as the auditor selects, all pertinent books and records of the Agency and any agent or other person or entity that has performed work in connection with or related to the Agency's services under this Agreement to verify the accuracy of accounting records including trust accounts, the Agency's performance under this Agreement, or the Agency's compliance with the terms and conditions of this Agreement; and shall supply the auditor with, or shall permit the auditor to make copies of any books and records and any portion thereof, upon the request of the auditor. The Agency shall ensure that such inspection, audit and copying rights hereunder are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Agency's services under this Agreement. The Agency shall submit to on-site performance audits by the Court or its designees when desired by the Court without prior notice, either written or oral. Any exceptions will be remedied by the Agency within thirty (30) days from written notice to the Agency by the Court.
- 9.2. Outside Audit. At the Courts request, the Agency shall contract with an independent financial accounting firm to undertake a review of the Agency's management of the Court's collection accounts. Such review will focus on the Agency's financial processing of the Court's accounts or a review of the Agencies compliance with this Agreement, as directed by the Court. Findings and reports of this review shall be made available to the Court for its review within sixty (60) days of the Court's request. Any exceptions or findings shall be remedied by the Agency within thirty (30) days from the date of the finding, unless otherwise directed in writing by the Court. The Agency shall bear the expense of outside audits no more frequently than once each year.

## 10. Performance Standards.

The Agency shall propose in response to this RFP performance standards in terms of average speed and percentage of amounts referred and interest accruing thereon which will be collected within one year, two years, three years, four years, and five years after referral apart from interest upon referred amounts required to be collected and remitted by this agreement to the Court.

- 10.1. At least quarterly, the Contractor shall provide the Court with Performance Reports acceptable to the Court demonstrating adherence to its commitment.

## 11. Use of Agreement by Other Jurisdictions

The Agency agrees to provide services to other governmental agencies or jurisdictions which have entered into intergovernmental agreements with Pierce County under chapter 39.34 RCW upon the terms and conditions herein set forth, substituting the governmental party for Pierce County and District Court the applicable name, party or contract. 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.

## 12. Actions Upon Termination.

Within twenty days of termination, the Agency shall return to the Court all outstanding judgments, files, paper and database required to be kept regarding each account referred to the Agency, together with all relevant information concerning the status of such judgments and/or persons obligated thereon, amounts of each type due thereunder and payments made, and locations and information held by the Agency which could help locate such persons, together with all reports required as if all accounts had been recalled. This obligation shall continue notwithstanding any termination of this Agreement.

### **SCOPE OF WORK / PROJECT CONTACT:**

Judy Ly, Customer & Administrative Services Manager  
Phone: 253-798-2974  
Fax: 253-798-7603  
Email: [jly@co.pierce.wa.us](mailto:jly@co.pierce.wa.us)

### **TIMELINES/SCHEDULE**

	<b>Time</b>	<b>Date</b>
<b>Question must be submitted, in writing, to the contact listed above</b>	<b>4:00 PM Pacific</b>	<b>November 3, 2017</b>
<b>Proposals must be received by the Purchasing Department</b>	<b>4:00 PM Pacific</b>	<b>November 16, 2017</b>
Proposals will be evaluated and, if multiple proposers are deemed capable of meeting the requirements, interviews may be held with the top three proposers		Approximately three weeks after due date
Estimated date of notice of intention to negotiate a contract with the selected proposer		Approximately six weeks after due date
Estimated date of contract execution.		Approximately eight weeks after due date

## SUBMITTAL CHECKLIST

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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 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

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### 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**

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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: \_\_\_\_\_

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**

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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**

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### **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**

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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**

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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**

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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**

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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.

## **CONTRACT COMPLIANCE FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES**

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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 42<sup>nd</sup> 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. 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.

## **CERTIFICATION OF NONSEGREGATED FACILITIES**

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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**

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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: \_\_\_\_\_

**SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS**

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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.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

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: \_\_\_\_\_







## 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](http://www.dhs.gov/everify).

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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**