PIERCE COUNTY
REQUEST FOR PROPOSAL NUMBER 1985
CLEAR CREEK FLOODPLAIN RECONNECTION PROJECT
STRATEGY PLAN

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

PROPOSAL DUE DATE/TIME: JANUARY 9, 2018, 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
253-798-7456
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP HOLDER’S LIST</td>
<td>3</td>
</tr>
<tr>
<td>EXPECTED TERM OF RESULTING AGREEMENT</td>
<td>3</td>
</tr>
<tr>
<td>GENERAL INFORMATION</td>
<td>3</td>
</tr>
<tr>
<td>DESCRIPTION OF PROJECT</td>
<td>3</td>
</tr>
<tr>
<td>SCOPE OF WORK</td>
<td>4</td>
</tr>
<tr>
<td>TIMELINES/SCHEDULE</td>
<td>8</td>
</tr>
<tr>
<td>SUBMITTAL CHECKLIST</td>
<td>9</td>
</tr>
<tr>
<td>COUNTY’S EVALUATION OF PROPOSALS</td>
<td>10</td>
</tr>
<tr>
<td>FORMAT OF QUALIFICATION PROPOSALS</td>
<td>10</td>
</tr>
<tr>
<td>GENERAL TERMS AND CONDITIONS</td>
<td>11</td>
</tr>
<tr>
<td>REQUIRED SIGNATURE PAGE FOR PROPOSAL</td>
<td>12</td>
</tr>
<tr>
<td>ATTACHMENT A – GENERAL CONDITIONS FOR PERSONAL SERVICES AGREEMENTS</td>
<td>12</td>
</tr>
</tbody>
</table>
RFP HOLDER’S LIST

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

The expected term of the initial contract will be two (2) years.

Anticipated Maximum Value of Resulting Contract(s): $125,000.00.

GENERAL INFORMATION

The Pierce County Department of Planning and Public Works provides a wide variety of public services:

- Building Safety and Inspection.
- Development Engineering.
- Resource Management.
- Road Design and Construction.
- Road Maintenance and Operations.
- Ferry and Airport Services.
- Sewer Systems and Wastewater Treatment.
- Solid Waste and Recycling Management.
- Public Use Facilities.
- Surface Water Management.

The Department’s website is a valuable resource for information about the many services that the Planning and Public Works Department provides. Please access the website at:

www.piercecountywa.org

DESCRIPTION OF PROJECT

A strategic plan is needed to coordinate Pierce County and other entities efforts with other county initiatives and priorities to facilitate stakeholder engagement, decision-making processes and overall vision for the Clear Creek Floodplain Reconnection Project. The plan will also compliment restoration efforts by other entities within the broader Clear Creek basin. The consultant would play a significant role in the stakeholder engagement, strategic planning process and will be responsible for the completion of the plan.

The Clear Creek Subbasin is within the Puyallup River Watershed and is located south of the Puyallup River, north of 128th Street East, west of 66th Ave East and east of McKinley Avenue East. The Clear Creek area is roughly 1,140 acres in size, primarily located within unincorporated Pierce County. It encompasses agricultural lands, single-family residential neighborhoods, a few commercial properties, the Riverside Fire District and two schools.

The Clear Creek Floodplain Reconnection Project (PROJECT) is included in the 2013 Rivers Flood Hazard Management Plan to help alleviate flooding within the basin. During high water flows on the Puyallup River the two Clear Creek flood gates close. This prevents the river from flooding the lowlands behind the levee, but also results in Clear Creek backing up and flooding approximately 400 acres of farmland, commercial and residential properties. The project is expected to take approximately 10 years to complete. The first phase of the PROJECT focuses on property acquisitions from willing sellers in the area. Once property acquisitions are completed, a new levee system to protect infrastructure outside of the property purchase area will be constructed.
Funded in part by Floodplains by Design, this Floodplains for the Future Project is a cross-sector and inter-organizational partnership hosted by Pierce County in order to recover floodplain functions and to protect the health and safety of communities around them in the Puyallup, White and Carbon Rivers. It is focused on increasing the understanding of agricultural viability and analyzing the impact of proposed changes to flood and hydrology systems on farmlands (and farm businesses/farmers) in the Clear Creek area in the Puyallup River Basin. The long-term goal is to advance progress toward a collectively agreed upon plan for lands in Clear Creek that supports a thriving agricultural community, while also meeting fish and flood interests. The PROJECT is one of the several projects within the Puyallup watershed identified in the Floodplains for the Future partnerships’ long-term plan.

Because of these ongoing efforts, substantial existing stakeholder involvement and studies have occurred and are still underway. Four technical groups have assembled, focusing on farming, habitat, flood protection and monitoring in the Clear Creek basin. These groups have completed several existing conditions reports, needs assessments and other related documentation. A Strategic plan is needed to coordinate these efforts with other county initiatives and priorities to facilitate stakeholder engagement, decision-making processes and overall vision for the PROJECT. The plan will also compliment restoration efforts by other entities within the broader Clear Creek basin.

The strategic plan will be a flexible, comprehensive document intended to set the broader framework for the PROJECT. It will also guide decision making, be a tool for education and communication, and provide a long range perspective for the PROJECT. The strategic plan will not be rigid or static and will not dictate specific locations or parameters of PROJECT elements.

This work would commence as early as February 2018 and may continue through December 2019 depending upon the level of stakeholder engagement and buy-in.

**SCOPE OF WORK**

**General Assumptions:**

The following assumptions apply to all elements of this scope of work. Assumptions specific to individual elements are listed separately.

- Deliverables will go through two (2) rounds of Pierce County Planning and Public Works (COUNTY) reviews. Discussion of incomplete documents will not count as a round of review.
- All contacts or discussion with stakeholders or resource agencies will be coordinated through the COUNTY Project Manager unless otherwise specified.
- All deliverables will be reviewed by a technical editor for grammar, spelling, and readability prior to submittal to the County

**Task 01 Project Management/Information Gathering**

**Objective:**

The CONSULTANT will be responsible for project management and contract administration of this project; including tracking of schedule and budget. The CONSULTANT will also complete sufficient background research to understand the PROJECT history, its unique funding partnerships, and partnerships with stakeholders.

**Approach:**

The CONSULTANT will perform background research as needed. The CONSULTANT may ask the COUNTY for assistance in prioritizing and identifying sources and documents for review.

**Assumptions:**

- The CONSULTANT will prepare and submit monthly invoices and progress reports.
- The CONSULTANT will attend regular (weekly, bi-weekly, or monthly) check-in meetings (via phone or in person) with the COUNTY depending on current work effort. This may be with the Project Manager or a steering committee.
Deliverables:

- Twenty three (23) monthly invoices and progress reports depending on completion of the work.
- Project schedule for the strategy plan.

**Task 02 Stakeholder Outreach**

**Objective:**

The CONSULTANT shall organize and facilitate stakeholder interviews to seek input on the strategy planning process and document to form a comprehensive understanding of the needs and wants of all stakeholders.

**Approach:**

The CONSULTANT shall meet either one on one or in small groups with stakeholders to conduct an analysis of their desires and needs as they relate to farm, fish, and floodplain within the PROJECT area. Stakeholders who choose not to participate in the interviews will be provided alternate means of providing feedback electronically either by email or electronic comment form hosted by the COUNTY. Stakeholders include but are not limited to:

- Floodplains for the Future - Integrated Management Group and subcommittees
- Farming in the Floodplain (Clear Creek basin)
- City of Puyallup
- City of Sumner
- Puyallup Tribe
- Muckleshoot Tribe
- Drainage District #10
- Riverside Fire Rescue PCFD #14
- Washington State University Puyallup Extension
- Clear Creek Agricultural Community
- Flood Control Zone District
- Burlington North Santa Fe Railroad
- Washington State Department of Transportation
- Pierce County Planning and Public Works Strategy Plan Steering Committee
- Others as identified by the CONSULTANT and/or the COUNTY

Information gathered during the interviews is paramount in the development of a meaningful stakeholder communication strategy. The strategy should include, at a minimum, who will be engaged, when they will be engaged, how they will be engaged, who will make decisions, how issues will be resolved, who will resolve issues. The strategy plan will be an important education and communication tool for stakeholders and the public.

**Assumptions:**

- Up to twenty (20) stakeholder interviews, each one (1) hour in length.
- The CONSULTANT will contact stakeholders and schedule interviews, keeping the COUNTY updated on progress of the interviews. COUNTY staff may attend some of the interviews or conduct the interview depending on the stakeholder and existing relationship with the COUNTY.
- The CONSULTANT may be asked to attend up to two (2) public meetings regarding the Clear Creek Strategy Plan and PROJECT. These public meetings will be led by the COUNTY.
- The CONSULTANT may be asked to contribute or provide input on a Clear Creek Floodplain Reconnection Project communications plan. The plan will be led by the COUNTY.
- The CONSULTANT shall build on existing work in the farming community conducted and led by other consultants.

**Deliverables:**

- Draft list of interview questions to be used in stakeholder interviews.
- Up to twenty (20) electronic short summaries for each interview that identify a priority list of challenges and key issues to address in the strategy planning process.
Task 03 Strategy Plan Outline

Objective:
The CONSULTANT shall prepare an outline of the strategy plan outline for review and comment.

Approach:
The CONSULTANT will lead writing the outline. The outline should include the following major elements including but is not limited to:

- Executive summary
- Vision/goals for the PROJECT
- Purpose and need; needs assessment for farm, fish, and floodplain
- Planning context with related planning efforts in the PROJECT area
- Baseline and assessment of opportunities and constraints
- Stakeholder input and needs, communication
- Decision making process and issue resolution process
- Implementation strategies and action plans for projects, studies, processes; including schedule, funding strategy and estimate costs
- Suggested figures and graphics

Assumptions:

- A needs assessment for farm, fish, and floodplain is already underway through Floodplains for the Future. It is expected that the strategy plan will incorporate existing studies and documents and identify the need for additional studies (if needed).
- The COUNTY will review the first draft of the outline and provide comments. The revised draft outline will be shared with the Integrated Management Group and Leads Group. The CONSULTANT shall attend one (1) Integrated Management Group and one (1) Leads Group meetings to present the outline for feedback and discussion.
- A final version of the outline will be reviewed and approved by the COUNTY prior to substantial development on the draft strategy plan.
- The CONSULTANT will use the Pierce County Surface Water Management document style guide (to be provided by the COUNTY).

Deliverables:

- One (1) electronic copy (.pdf or .doc) of 1st preliminary draft strategy plan outline.
- One (1) electronic copy (.pdf or .doc) of 2nd preliminary draft strategy plan outline.
- One (1) electronic copy (.pdf or .doc) of final strategy plan outline.

Task 04 Draft Strategy Plan

Objective:
The CONSULTANT shall prepare a draft strategy plan for review and comment.
Approach:

The CONSULTANT will lead writing the draft strategy plan.

Using the outline as a guide for developing the draft strategy plan, the CONSULTANT shall perform the necessary information gathering to inform the development of the draft strategy plan. Additional effort will likely include the identification of locations for future projects to meet project goals and the location and timing of other restoration planning efforts in the area as well as the use of existing studies and/or making recommendations for additional baseline studies to inform future decisions.

Through stakeholder interviews, site visits, and through reading and compiling information contained within existing plans and documentation, develop a profile of existing and projected farm, fish, and floodplain needs. A needs assessment for farm, fish, and floodplain is currently underway. It is expected that the strategy plan will incorporate existing studies and documents and identify the need for additional studies (if needed).

The strategy plan should outline a stakeholder process that's meaningful with focus on who will be engaged, when they will be engaged, how they will be engaged, who will make decisions, how issues will be resolved, and who will resolve issues. Roles and responsibilities of each stakeholder need to be clearly communicated.

The strategy plan should also provide an implementation plan for projects, studies or processes; identifying who will lead those efforts, the timing for completion, and funding strategy (if available and needed).

Assumptions:

- Local agencies and stakeholders will be contacted as needed to assist in identifying existing conditions and planning efforts, through coordination with the COUNTY.
- The CONSULTANT shall work closely with the COUNTY Grants Coordinator to complete the funding strategy section of the plan.
- There may be up to two (2) comment review meetings with the COUNTY and/or stakeholder reviewers on the draft strategy plan and supporting materials. A third comment review meeting with the COUNTY steering committee will likely be needed to review comments received during the public comment period.
- The COUNTY will review the first draft of the strategy plan and provide comments. The revised draft plan will be shared with the Integrated Management Group and Leads Group. The CONSULTANT shall attend one (1) Integrated Management Group meeting and one (1) Leads Group meeting to present the draft strategy plan for discussion and review/comment.
- A final version of the draft strategy plan will be reviewed and approved by the COUNTY prior to substantial development on the final strategy plan.

Deliverables:

- One (1) electronic copy (.pdf or .doc) of 1st preliminary draft strategy plan.
- One (1) electronic copy (.pdf or .doc) of 2nd draft strategy plan.

Task 05 Final Strategy Plan

Objective:

The CONSULTANT shall prepare a final strategy plan for review and comment.

Approach:

The CONSULTANT will lead writing the final strategy plan.

Using the draft strategy plan as a guide, the CONSULTANT shall perform the necessary information gathering to inform the development of the final strategy plan.
Assumptions:

- There may be up to two (2) review meetings with the COUNTY and/or stakeholder reviewers on the strategy plan and supporting materials.
- The COUNTY will review the final draft of the strategy plan and provide comments. The revised strategy plan will be shared with the Integrated Management Group and Leads Group. The CONSULTANT shall attend one (1) Integrated Management Group meeting and one (1) Leads Group meeting to present the final draft strategy plan for feedback and discussion.

Deliverables:

- One (1) electronic copy (.pdf or .doc) of 1st preliminary final draft strategy plan.
- One (1) electronic copy (.pdf or .doc) of 2nd preliminary final draft strategy plan.
- One (1) electronic copy (.pdf or .doc) of final strategy plan.

Budget:

The COUNTY has budgeted $125,000 for this scope of work. Exact dollar amount and scope of work to be finalized after consultant selection process and negotiations.

Scope of Work Schedule:

Work is anticipated to begin early 2018 with completion by December 31, 2019. Below is an overview of deliverable timelines:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due date (season)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stakeholder interviews</td>
<td>Spring 2018</td>
</tr>
<tr>
<td>1st draft strategy plan outline</td>
<td>Summer 2018</td>
</tr>
<tr>
<td>Final strategy plan outline</td>
<td>Summer 2018</td>
</tr>
<tr>
<td>1st draft strategy plan</td>
<td>Fall 2018</td>
</tr>
<tr>
<td>Public open houses</td>
<td>Fall 2018</td>
</tr>
<tr>
<td>1st final draft strategy plan</td>
<td>Winter 2019</td>
</tr>
<tr>
<td>Final strategy plan</td>
<td>Spring 2019</td>
</tr>
</tbody>
</table>

TIMELINES/SCHEDULE

<table>
<thead>
<tr>
<th>Time</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4:00 PM</td>
<td>JANUARY 2, 2018</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>JANUARY 9, 2018</td>
</tr>
</tbody>
</table>

- Question must be submitted, via email to Kim Nix, 253.798.2256, at PCPWContractServices@co.pierce.wa.us no later than:
- Proposals must be received by the Purchasing Department
- Proposals will be evaluated and, if multiple proposers are deemed capable of meeting the requirements, interviews may be held with the top three proposers
- Estimated date of notice of intention to negotiate a contract with the selected proposer
- Estimated date of contract execution.

- Approximately three weeks after due date
- Approximately six weeks after due date
- Approximately eight weeks after due date
**SUBMITTAL CHECKLIST**

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name, local address, email address and phone number of the firm</td>
<td>making the proposal.</td>
</tr>
<tr>
<td>The names and number of years the firm has been in business</td>
<td>under current or previous names or additional assumed business names.</td>
</tr>
<tr>
<td>The name and resume of each individual who would be assigned to this</td>
<td>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.</td>
</tr>
<tr>
<td>The name and title of the person authorized to execute a contract</td>
<td>on behalf of the firm.</td>
</tr>
<tr>
<td>A statement, on a separate page, outlining any proposed exceptions</td>
<td>to the County's requirements or requested clarifications to the requirements.</td>
</tr>
<tr>
<td>Any additional services or procedures of benefit to the County</td>
<td>not specifically required by this Request for Proposal, which the Contractor offers to provide.</td>
</tr>
<tr>
<td>Complete pricing for all tasks/services in the Proposal.</td>
<td></td>
</tr>
<tr>
<td>Required Signature Page for Proposal and all Addendum(s) with a</td>
<td>legally binding signature.</td>
</tr>
<tr>
<td>By submitting a proposal, proposer agrees that all documents, reports,</td>
<td>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.</td>
</tr>
<tr>
<td>All of the items mentioned in paragraph 5 above submitted to Pierce</td>
<td>County should be printed both sides on recycled paper whenever practicable.</td>
</tr>
<tr>
<td>Four (4) hard copies and one (1) electronic copy, in pdf format on CD,</td>
<td>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 &quot;original&quot; and contain a legally binding signature.</td>
</tr>
</tbody>
</table>
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. Proposal Presentation – The information is presented in a clear, logical manner and is well-organized. All required information was provided. 5 Points
2. Qualifications & Experience – How the qualifications of the firm and key individuals meet the needs of the County. 20 Points
3. Capacity and Availability – The vendor has the size, resources, and commitment to provide timely services based on the County's needs. 10 Points
4. Approach to Work – The vendor’s approach to work, including compliance with requirements, innovative offerings, services offered, and other related matters. 10 Points
5. References – References either submitted with the proposal or known to the County. 5 Points
6. Pricing – Appropriateness and flexibility of pricing arrangements. 5 Points

FORMAT OF QUALIFICATION PROPOSALS

Please use the following as a guideline to format your proposal:

Font Size: Please use fonts no smaller than 11 point.

Format: In order for Pierce County to adequately compare and evaluate qualifications objectively each response to specific requests and criteria should be clearly labeled.

Page Count: Maximum qualifications length not including title page, letter of interest, table of contents, resumes, and required forms should not exceed 25 pages. For the purpose of page limitations of the qualifications, one side of a printed page is considered one page. The County strongly encourages double-sided printing whenever possible.

These requirements are in addition to any other requirements identified herein.
GENERAL TERMS AND CONDITIONS

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

1. Pierce County expressly reserves the following rights:
   a. To 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 qualifications(s), in the opinion of the County, is in the best interest of the County.

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

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

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

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

6. All of the items mentioned should be printed both sides on recycled paper whenever practicable.
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: _____________________________

ATTACHMENT A – GENERAL CONDITIONS FOR PERSONAL SERVICES AGREEMENTS

**Attached – Next Page**
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.
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.

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."

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.

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

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

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.
12. Termination for Public Convenience:
The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

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

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

14. Insurance Requirements
The insurance coverages specified in this paragraph (14.) are required 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.
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.
18. **Future Non-Allocation of Funds:**
Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

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

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

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

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

21. **Disputes**

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

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

c. **Detailed Claim**
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
22. **Ownership of Items Produced**
   All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

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

24. **Notice**
   Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. **Severability**
   If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

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

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

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

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

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

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

A. MWBE DIRECTORY ASSISTANCE

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

B. EQUAL EMPLOYMENT OPPORTUNITY:

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

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

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

C. CERTIFICATION OF NONSEGREGATED FACILITIES

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

D. 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

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

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

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

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

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of __________________________

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

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

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

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

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

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

BY: _________________________________________   DATE: __________________

TITLE: _________________________________________
SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS

Check appropriate statement below:

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

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

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

<table>
<thead>
<tr>
<th>Firm Name/Address/Phone</th>
<th>Work Item(s) Solicited</th>
<th>Proposal Amount</th>
<th>Awarded? (yes/no)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: ____________________________ DATE: ________________

TITLE: __________________________ PHONE: ________________

Revised (6/99)
PERSONNEL WORKFORCE DATA FORM

FIRM NAME

ADDRESS

CITY, STATE, ZIP

PHONE

PROJECT

PROJECT #

CONTRACT WORK HOURS (if applicable)

TYPE OF SERVICE PROVIDED

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

<table>
<thead>
<tr>
<th>OCCUPATION</th>
<th>TOTAL EMPLOYED</th>
<th>TOTAL MINORITY</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>APPRENTICE/TRAINEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
<td>M</td>
</tr>
<tr>
<td>Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTALS
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