PIERCE COUNTY
REQUEST FOR PROPOSAL NUMBER 1990
PERFORMANCE MANAGEMENT, BENCHMARKING AND OPEN DATA SOLUTION

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

PROPOSAL DUE DATE/TIME: JANUARY 12, 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
253-798-7456
# TABLE OF CONTENTS

- RFP HOLDER’S LIST .................................................................................................................. 3
- EXPECTED TERM OF RESULTING AGREEMENT ...................................................................... 3
- GENERAL INFORMATION .......................................................................................................... 3
- DESCRIPTION OF PROJECT ...................................................................................................... 3
- SCOPE OF WORK ....................................................................................................................... 3
- TIMELINES/SCHEDULE .............................................................................................................. 6
- SUBMITTAL CHECKLIST ............................................................................................................ 7
- COUNTY’S EVALUATION OF PROPOSALS ................................................................................. 8
- REQUIRED SIGNATURE PAGE FOR PROPOSAL ...................................................................... 9
- ATTACHMENT A – GENERAL CONDITIONS FOR PERSONAL SERVICE AGREEMENTS

RFP No. 1990 - Performance Management, Benchmarking And Open Data Solution  Page 2 of 9
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 initial contract period is expected to be five (5) years, unless sooner terminated as provided elsewhere in the Agreement. Upon the expiration of this initial term, the term will continue to auto renew for three (3) subsequent annual renewal terms unless either party gives written notice of non-renewal not less than 60 days prior to the expiration of any one year term. Annual increases will not exceed 3% over the prior year’s price. A decision will not go forward until a resolution of the County Council is passed authorizing the use of funds.

GENERAL INFORMATION

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

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

DESCRIPTION OF PROJECT

Pierce County seeks a SaaS solution to act as their Performance Management, Benchmarking and Open Data platform. This solution will allow the County to unite financial and performance data into one platform, thus enabling departments, elected officials, and constituents to better understand how financial investments affect performance outcomes. A comprehensive system will allow the County to align department efforts and performance measures with the County’s strategic plan and budget.

SCOPE OF WORK

The Pierce County Finance & Performance Management Office desires a software solution to manage Performance Management, Benchmarking and Open Data activities.

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

Performance Measures

Pierce County seeks the ability to track and report performance measures both internally and externally to the public. Please describe how the proposed solution handles the following:

1. Create dashboards for individual departments, programs, or strategic focus areas.
2. Upload data from external systems either through manual upload of files or through direct integration with external systems.

3. Visualize data through graphs, charts, maps, and other relevant graphics.

4. Set performance targets and analyze performance over time.

5. Merge financial and operational (non-financial) data to fully analyze the County’s performance and correlate budgetary impacts to programmatic outcomes.

6. Provide public access to select performance measures. Ability to provide a visually appealing and intuitive interface for the public.

**Benchmarking**

Pierce County seeks the ability to benchmark against similar jurisdictions to analyze performance and guide strategic planning. Please describe how the proposed solution handles the following:

7. Access key benchmark data and indicators for Pierce County and jurisdictions of similar size, characteristic, and/or proximity.

8. Visualize benchmark data through graphs, charts, maps, and other relevant graphics.


**Open Data**

Pierce County seeks the ability to provide public access to an open data portal. Please describe how the proposed solution handles the following:

10. Provide public access to open data at a summary and transactional level.

11. Integration with the County’s ERP system, Workday.

**Technical Requirements**

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

12. Integration with the County’s Active Directory system will be completed using Security Assertion Markup Language (SAML 2.0) for single sign-on. This authentication methodology will be available before Go-Live.

13. HTTPS & SSL. All web requests between web clients and the Vendor’s application must be secured by Secure Sockets Layer (SSL) encryption. SSL must be enforced for all static assets (css, images, js files, etc.) as well.

   a. The vendor application must encrypt all documents and data elements at rest and in transit through the SSL protocol.

   b. County data will be encrypted in transmission and at rest at a level equivalent to, or stronger than, 128-bit level encryption.

14. The application will be optimized for use with all versions of Microsoft Windows, Microsoft Office and Google Chrome that are still supported by their applicable vendors. If the application is required to run on iPad/iPhone, then the application must be optimized for use with all versions of iOS that are supported by Apple for iPad/iPhone applications.

15. Required internet settings must not compromise or conflict with the County’s internet security settings. Any agreed upon customized internet settings will only be applied to the Trusted Sites zone.
16. Technical support must be available between the hours of 8:00 am and 5:00 pm Pacific Time with 24hr service available for emergencies.

17. If the contract is terminated for any reason, upon request, the Vendor will provide the County a database copy of the current and complete database no later than 30 days after termination. There will be no charge to the County. No data can be retained by the Vendor in any media (including hard copies) after termination of this contract.

**SaaS Requirements**

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

18. The Vendor will implement and maintain a business continuity and disaster recovery plan that provides for the continued delivery of the service in the event of any circumstances that may interrupt the normal provision of the service.

19. The Vendor has a dedicated hosting facility specifically built and maintained for website hosting. The Vendor’s on-site internet access provides current industry standard bandwidth. Regular hardware upgrades ensure that the Vendor-hosted sites are maintained on the most up-to-date, reliable equipment. Power for the Vendor’s data center is from multiple, redundant power distribution units, emergency backup generators, and uninterruptible power supply systems. Data center connectivity is provided via redundant telecommunication connections to multiple carriers.

20. Responsive system performance will be provided by the Vendor. On average, software system and hosting service will provide a 2 second response time for system data display and screen refresh.

21. The Vendor’s hosting services availability will be 99.9% or greater per month and have defined maintenance windows. Service availability is calculated as: 100% minus [%Vendor downtime for maintenance outside of defined maintenance windows + %System Outage + %Performance Event]

   a. Service Credits. In the event the service is not available for 99.9% for a given month, a credit will be applied to the next invoice equal to the value of the downtime (calculated based on annual maintenance fee)

22. Any downtime for maintenance will be scheduled outside the County’s normal business hours which are 7:30 am to 5:30 pm Pacific Time, Monday-Friday. If maintenance must be scheduled during the County’s business hours, the County will be notified at least 24 hours in advance.

23. When emergency maintenance resulting from hosting server or network failure is required, the Vendor will restore services as quickly as possible and will provide notice, to the extent possible, as to the estimated recovery time. Whenever possible, a solution that lessens the impact on system availability will be utilized.

24. In the event of an incident, the Vendor will assess the impact of the incident on the County’s system availability and provide regular status reports regarding the incident to the County. The Vendor will provide an after-action incident report to the County on request.

25. The Vendor will perform regular vulnerability scans on servers at their Data Center. Any identified vulnerabilities will be resolved with security patches or configuration changes at the earliest possible time.

26. The Vendor is responsible for debugging and resolving application problems, including problems between the software components of the system. The Vendor performs all installation of component systems and configures all hardware and software to perform optimally with those products. The Vendor is responsible for maintaining the integrity of the database. The Vendor is responsible for capacity planning and sizing to provide for County growth.

27. The Vendor shall, at all times, use industry-standard tools, technologies and procedures, including, but not limited to, anti-virus and anti-malware protections, intrusion detection and countermeasures established to detect and terminate any unauthorized activity, prior to entering the firewall maintained by the Vendor.
28. The Vendor shall protect the County’s information against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information.

29. The Vendor shall not modify County data, disclose County data (except as compelled by law or if permitted by the County), or access County data, except to prevent or address service or technical issues, or at the County’s request. The Vendor shall promptly notify the County of any subpoena, court order or request by a third party for County data.

30. County data will be encrypted in transmission and at rest at a level equivalent to, or stronger than, 128-bit level encryption.

31. The Vendor will maintain control measures to prevent unauthorized physical access to the hosted environment. Measures will include at the minimum:

   a. Access control systems (badge screening, biometrics, and visitor tracking)
   b. Surveillance (video surveillance and 24x7 onsite trained guard staff)
   c. Full-time escort for all visitors within hosting area

32. The Vendor has a cybersecurity insurance policy of $5,000,000 or more to assist the Vendor in responding to and recovering from a cyber-attack.

33. Data Security

   a. Router level port blocking and reporting
   b. Router level packet filtering and reporting
   c. Server level port blocking and logging
   d. Periodic security analysis by security specialist (via external security assessment partner)
   e. Two-factor authentication

34. Security assessment for the hosted facility (SOC2Type2 Report)

35. If Vendor has multi-tenant deployments, please describe what safeguards are in place to keep County data segregated.

36. What mitigation techniques are used to prevent DDoS attacks?

### TIMELINES/SCHEDULE

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TIME</th>
<th>DATE</th>
</tr>
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<tbody>
<tr>
<td>Question must be submitted, in writing, to the contact listed above</td>
<td>4:00 PM</td>
<td>December 29, 2017</td>
</tr>
<tr>
<td>Proposals must be received by the Purchasing Department</td>
<td>4:00 PM</td>
<td>January 12, 2018</td>
</tr>
<tr>
<td>Proposals will be evaluated and, if multiple proposers are deemed capable of meeting the requirements, interviews may be held with the top three proposers</td>
<td>Approximately January 22nd and January 23rd 2018</td>
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<tr>
<td>Estimated date of notice of intention to negotiate a contract with the selected proposer</td>
<td>January 24th, 2018</td>
<td></td>
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<tr>
<td>Estimated date of contract execution.</td>
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<td>February 16th, 2018</td>
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</table>
**SUBMITTAL CHECKLIST**

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name, local address, email address and phone number of the firm making the proposal.</td>
<td></td>
</tr>
<tr>
<td>The names and number of years the firm has been in business under current or previous names or additional assumed business names.</td>
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</tr>
<tr>
<td>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.</td>
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<tr>
<td>The name and title of the person authorized to execute a contract on behalf of the firm.</td>
<td></td>
</tr>
<tr>
<td>A statement outlining any proposed exceptions to the County's requirements or requested clarifications to the requirements.</td>
<td></td>
</tr>
<tr>
<td>Any additional services or procedures of benefit to the County not specifically required by this Request for Proposal, which the Contractor offers to provide.</td>
<td></td>
</tr>
<tr>
<td>Complete pricing for all services in the Proposal.</td>
<td></td>
</tr>
<tr>
<td>References listing customers with contracts for similar services.</td>
<td></td>
</tr>
<tr>
<td>The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past 3 years involving the proposer.</td>
<td></td>
</tr>
<tr>
<td>Required Signature Page for Proposal and all Addendum(s) with a legally binding signature.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>All of the items submitted to Pierce County should be printed both sides on recycled paper whenever practicable.</td>
<td></td>
</tr>
<tr>
<td><strong>Four (4) hard copies and one (1) electronic copy, in pdf format, of the complete proposal.</strong> 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>
<td></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. The ability of the firm to provide the proposed services based on the contemplated scope of work and volume of business.
2. The experience of the firm, length of time in business, and other matters relating to relevant experience.
3. Experience of the individuals who will be assigned to provide the proposed services.
4. Appropriateness and flexibility of pricing arrangements.
5. Customer references either submitted with the proposal or gathered by the County.
6. The firm's proposed approach to this work, including compliance with requirements, innovative offerings, services offered and other related matters.
7. Past performance when providing services to the County.
8. Other information as appropriate.
REQUIRED SIGNATURE PAGE FOR PROPOSAL

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

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

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

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

ADDENDA: Firm acknowledges receipt of add addenda through number ________________

Firm Name: ______________________________________________________________________

Signature: _______________________________________________________________________

Printed Name and Title: ______________________________________________________________________

Firm Address: ______________________________________________________________________

____________________________________________________________________________________

Email: __________________________________________ Phone Number: _________________________

MAIN CONTACT INFORMATION, if different than named above:

Printed Name and Title: ______________________________________________________________________

Email: __________________________________________ Phone Number: _________________________
Substantially the following additional provisions will be incorporated into any negotiated contract resulting from this RFP:

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

2. **Accounting and Payment for Contractor Services:**
   Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer",) the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
   
   Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

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

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

5. **Independent Contractor:**
   The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.
   
   The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
   
   Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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

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

8. Regulations and Requirements:
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.
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.
GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

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

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

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

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

<table>
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<tr>
<th>Firm Name/Address/Phone</th>
<th>Work Item(s) Solicited</th>
<th>Proposal Amount</th>
<th>Awarded? (yes/no)</th>
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1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: ________________________________ DATE: _______________

TITLE: ______________________________ PHONE: _______________

Revised (6/99)
PERSONNEL WORKFORCE DATA FORM

FIRM NAME

ADDRESS

CITY, STATE, ZIP

PHONE

PROJECT

PROJECT #

CONTRACT WORK HOURS (if applicable)

TYPE OF SERVICE PROVIDED

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

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<tr>
<th>OCCUPATION</th>
<th>TOTAL EMPLOYED</th>
<th>TOTAL MINORITY</th>
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<th>ASIAN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>APPRENTICE/TRAINEE</th>
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TOTALS
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