



**PIERCE COUNTY
REQUEST FOR PROPOSAL NUMBER 2001
BALLOT SORTER**

RETURN PROPOSALS TO:

Pierce County Procurement & Contract Services
950 Fawcett Avenue, Suite 100
Tacoma, WA 98402
Phone: 253-798-7456

PROPOSAL DUE DATE/TIME: Friday, February 23, 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

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RFP HOLDER'S LIST

All interested potential proposers must email the main procurement contact on the front page of this Request for Proposals ("RFP") to request to be put on the RFP Holder's List for this procurement in order to receive RFP addenda and updates.

By requesting to be placed on the RFP Holders List, potential vendor will automatically be notified when new documents or changes relating to this procurement occurs.

EXPECTED TERM OF RESULTING AGREEMENT

The expected contract will either be a purchase with maintenance OR a lease of sorter equipment, software and services for one (1) year, with annual options to renew for up to four (4) years.

Payments will be tied to specific milestones. A final payment schedule will be negotiated as part of the final contract.

The proposal and all responses by the successful proposer may become a part of the final contract.

GENERAL INFORMATION

Pierce County serves nearly 500,000 registered voters in 526 precincts in The State of Washington, an all vote-by-mail state. The Pierce County Auditor's office ("Auditor") normally conducts four elections a year that can be county-wide or smaller in scope. All ballots are returned either through the United States Postal Service or deposited at a drop box. All voters are required to sign the outer envelope, and that signature is used to verify the voter's identity before opening. The Auditor also sends out a variety of election related mail including confirmation cards, address updates, challenge letters, etc. We currently have an incoming mail sorter that has reached the end of its useful life and needs replacement.

DESCRIPTION OF PROJECT

The purpose of this RFP is to contract with a qualified vendor for necessary equipment for the Auditor to process incoming ballot envelopes and other election related mail, sort envelopes to varying categories, capture images of envelopes, read and interpret information on the envelope face, interface with the voter registration system, imprint information on the envelope, verify expected contents, and open the envelope. Vendors should respond with their best proposed solution for the Auditor, listing options for potential enhancements.

SCOPE OF WORK

The Auditor wants to replace the sorter with a new incoming ballot envelope solution. The new solution must to be in place no later than JUNE 15, 2018, in time for the 2018 Primary Election.

The new solution must be able to meet all listed minimum requirements as well as offer enhanced services to help efficiently process incoming ballot envelopes as well as other election related mail.

MINIMUM REQUIREMENTS:

- 1) Vendor shall propose an automated envelope sorting system that is scalable with a minimum of eight sorting pockets. The system shall be modular in construction and capable of adding capacity at a later date. All upgrades shall be performed on-site.
- 2) Vendor shall be responsible for removal of currently installed sorter and inserter equipment as part of the price quote please provide trade-in value.(See Attachment C – Sorter and Inserter Parts List and Diagram)
- 3) System operating software which interfaces with the current county voter registration system (DIMS) and has the flexibility to interface with a potential State registration/EMS system.
- 4) System software and hardware that is compatible with the Auditor's local area network and network security requirements.
- 5) System shall provide an accurate count of processed mail pieces.
- 6) System must produce and print information on the outside of the processed pieces.
- 7) System must scan and capture one side of the envelope (at a minimum) with the ability to crop captured image to a signature block area.
- 8) System must identify ballot return envelopes that may not contain all contents expected to be returned, and sort such envelopes to a pocket. This ability must be customizable for each election as ballot size and envelope contents can change.
- 9) System must be able to accommodate differing sizes of mail pieces.
- 10) System must have the ability to sort mail pieces by a user-defined sort scheme that can be changed with minimal effort.
- 11) System must be able to open (mill) envelopes without damaging the contents. The milling area will have the ability to keep the area clean of all debris.
- 12) System must have the ability to sort out, into a different pocket, all mail pieces that are identified as not in the current mail processing job.
- 13) System must have the ability to sort out, into variable pockets, ballot envelopes that have been marked as challenged or rejected.
- 14) System must have the ability to identify and sort out automatically, into a different pocket, envelopes that have not been signed by the voter.
- 15) System must have the ability to upload information into the voter registration system (currently DIMS) including but not limited to: return date, batch number, return source, challenge code, voter id, election id, envelope number, signature image, etc.
- 16) System shall store envelope images, voter data, and reports in a directory that can be accessible to the operator. All information shall be date/time stamped and archivable.
- 17) System must be equipped with a tray tag printer or other method of producing an identification tag for batches. Such tag information should be customizable by the operator.

- 18) System must include a tray audit report of all processed pieces that can be customizable by user.
- 19) System must be able to read information on envelopes. At a minimum bar code information. Possible enhancements include reading a check box and optical character recognition.
- 20) System must be ergonomically designed to minimize operator fatigue.
- 21) Vendor shall provide for standard support as well as extended support during election periods (including weekend, holiday, and after-hours support).
- 22) Vendor shall provide training on new equipment, manuals and documentation, as well as on-going support and maintenance services.

TIMELINES/SCHEDULE

	TIME	DATE
Question must be submitted, in writing, to the contact listed above	4:00 PM	February 14, 2018
Proposals must be received by the Purchasing Department	4:00 PM	February 23, 2018
Proposals will be evaluated and, if multiple proposers are deemed capable of meeting the requirements, interviews may be held with the top three proposers		March 9, 2018
Estimated date of notice of intention to negotiate a contract with the selected proposer		Mid-March, 2018
Estimated date of contract execution.		April 20, 2018

PROJECT INSTALLATION TIMELINE	DATE
Equipment Installed and Ready for Use	No later than June 15, 2018
Testing and Training	June 18 – July 13, 2018
Start Ballot Processing	July 23, 2018
First Election	Primary Election – August 7, 2018

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SUBMITTAL CHECKLIST

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

	Required Signature Page for Proposal which includes name, local address, email address and phone number of the firm making the proposal with a legally binding signature.
	The name and title of the person authorized to execute a contract on behalf of the firm.
	Complete Attachment A – Ballot Sorter RFP Questions , fully responding to all questions, company information and minimum of three references.
	Complete Attachment B – Pricing Spreadsheet for all services in the Proposal and trade-in value for legacy equipment..
	A statement outlining any proposed exceptions to the County's requirements and/or the attached PSA General Conditions. Note: Selected vendor must provide certificate of insurance and Exhibit C prior to award .
	Any additional services or procedures of benefit to the County not specifically required by this Request for Proposal, which the Contractor offers to provide.
	All proposal must be sealed in an envelope or appropriate packaging and addressed to Pierce County Purchasing, clearly state the name of the vendor and the RFP title and number.
	By submitting a proposal, proposer agrees that all documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the County, and the public domain, and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the County because of this solicitation.
	All of the items mentioned above submitted to Pierce County should be printed both sides on recycled paper whenever practicable.
	Four (4) hard copies and one (1) electronic copy, in pdf format, of the complete proposal. The proposals must be in a sealed envelope or appropriate packaging with the proposer’s name, address, RFP title, RFP number and RFP Due Date clearly marked on the outside of the envelope/package. One copy must be marked “original” and contain a legally binding signature.
	Provide a list that clarifies proprietary portions of the proposal requiring public disclosure notification.

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.
 3. Prior to final contract award:
 - Pierce County reserves the right to seek, review and research company financial information.
 - Pierce County reserves the right to enter into a lease contract in lieu of purchase.
 - Pierce County reserves the right to conduct presentation/demonstrations/interviews with top proposers. An oral presentation/demonstration/interview may be required of those prospective vendors whose proposals are under final consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location of the oral presentation.

Evaluation Criteria:

Matters relating to qualifications 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 vendor, and pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract may be considered in evaluation. After a team 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.

A Vendor's proposal will be **initially** 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. The firm's proposed approach to this work, including compliance with requirements, innovative offerings, services offered and other related matters..... 60 %
2. The experience of the firm, length of time in business, and individuals who will be assigned to provide the proposed services, past performance when providing services to the County and other matters relating to relevant experience..... 10 %
3. Overall cost effectiveness and pricing..... 30 %
4. Other information as appropriate.

Final evaluation for short-listed firms will be on the following criteria:

1. Customer references which may be requested to be submitted from a firm, or may be gathered by the County.
2. Project interviews, presentations, and demonstrations as invited by the County, when deemed necessary. The County will notify invited teams of the schedule, agenda and any additional information being requested.

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: _____

RFP ATTACHMENTS

ATTACHMENT A – BALLOT SORTER RFP QUESTIONS

Attached and [included as a separate document for proposers to fill out](#)

ATTACHMENT B – PRICING SPREADSHEET

Attached and [included as a separate document for proposers to fill out](#)

ATTACHMENT C – SORTER AND INSERTER PARTS LIST AND DIAGRAM

Attached

ATTACHMENT D – SAMPLE DOCUMENT PERSONAL SERVICE AGREEMENTS

Attached

ATTACHMENT A

Ballot Sorter RFP - Questions

Respond to each question. Points will be awarded based on your answer to each question.

1. Executive summary -overview

- Provide an overview of your proposed sorter solution.
- Outline the major features of the system.
- Describe any special benefits to the county of your proposed solution. What makes your product superior to other equipment on the market.
- Describe your company history and experience, focused on election related operations.
- Submit a project management plan and project schedule.

Click or tap here to enter text.

2. Proposed Solution Details

- Describe in detail your proposed solution. Provide a process schematic, flowchart or diagram.
- Describe sorter's main functions, processes and capabilities.
- Does your system have an automated envelope sorting solution which is scalable?
- What is the minimum and maximum number of pockets?
- What are the minimum and maximum dimensions of envelopes your equipment can sort?
- Describe any limitations related to location of signature on envelope.

Click or tap here to enter text.

3. Incoming Mail Check-in

- Describe your approach to processing incoming mail pieces.
- Include process to capture envelope images (front and/or back) and capture signature area.
- What is the image quality?
- What is your sorter's throughput speed?
- Describe sorter's ability to identify and out-sort unsigned mail pieces.
- Describe controls to properly batch envelopes and ensure batch counts, including ensuring each envelope is scanned, scanned only once and envelope is sorted into correct batch.
- Describe process to track who has returned a mail piece and process to update voter's record for returning a mail piece.
- Describe sorter's ability to identify underweight, overweight, under-sized, over-sized mail pieces and pieces not in the current processing job.
- Describe the override process for any unreadable mail pieces.
- Describe any system limitation regarding the number or size of batches.

Click or tap here to enter text.

4. Sorter Features

- Can your system capture images on both sides of the envelope?
- Can your system read a variety of bar codes? Please list bar code formats your system can interpret.
- Can your system handle a variety of envelopes including flats and postcards?
- Does your system have the ability to print data on the outside of the processed envelopes? Please describe printing capacity and limitations.
- Does your system produce a tray tag or other identifier, please provide examples and describe label capacity and limitations?
- Describe sorter’s ability to capture information submitted by voter including responses to check boxes and updated address information (human applied to outside envelope). Does your system support OCR?
- Does your system have the ability to process and assign incoming envelopes to multiple return sources? For example, we need the ability to identify ballots returned by mail and from 50 plus drop box locations. Describe this process.

Click or tap here to enter text.

5. Signature Verification Process (manual verification by election worker)

- Describe your envelope and signature capture process.
- Describe your ability to transfer signature and envelope images to the current DIMS voter registration system and to a future statewide election modernization system.
- Alternatively describe your system’s ability to transfer stored signatures from a Voter Registration/EMS system to your system for the comparison of signatures.
- Do you offer a side-by-side comparison, above/below comparison or both?

Click or tap here to enter text.

6. Automated Signature Verification

- Does your system provide the ability to perform automated signature comparison? If so describe this process.
- Describe and list prior implementations of automated signature comparison. Please provide contact references.
- Describe any state or county certifications of your automated signature comparison module.

Click or tap here to enter text.

7. Audit Pass/Batch Sortation

- Describe your process to sort and batch ballots after completion of signature verification.
- Describe your standard sort scheme.
- Is the sort scheme customizable? If so please provide examples.
- Describe the process for users to modify sort schemes.
- Describe controls to properly batch envelopes, ensure batch counts and to make sure envelope is sorted into correct batch.
- Describe sorter’s ability to open (mill) valid ballots and to sort challenged ballots to uniquely identified challenge pockets (unsigned, signature does not match, etc).
- Describe any system limitation regarding the number or size of batches.

Click or tap here to enter text.

8. Workflow

- Describe your systems workflow for performing incoming and audit pass tasks.
- Provide a workflow diagram.
- Describe the flexibility of your system.
- Can your system seamless change or switch from incoming processing to audit pass/sortation tasks?
- Describe any end or clean-up processes required when ending a processing session.

Click or tap here to enter text.

9. Computer/Server Configuration

- Describe the computer/server configuration for the proposed system.
- Describe number of computers, servers, network requirements and associated IT equipment.
- Describe operating systems for computers, for servers, and database software.
- Describe the database used for the proposed solution.
- Describe the proposed systems approach to interface with other election systems including local DIMS Voter Registration and Election Management Systems and current and future state voter registration database.
- Describe availability of export tools and ability for local IT staff to query the sorter database to obtain information to assist with tracking individual mail pieces, batch and tray tracking and overall reconciliation of mail pieces.
- Describe your approach to software upgrades, code updates and implementing user enhancements.
- Describe overall system footprint and power requirements.
- Describe any specific requirements for your product when using virtualized servers.
- Describe user authentication and how it can be Integrated with the County’s Active Directory System using Security Assertion Markup Language (SAML 2.0) for single sign-on.
- Describe your preferred method of remote support and if County Azure Multi-Factor Authentication can meet your needs.

Click or tap here to enter text.

10. Qualifications and Experience

- Describe your company history and experience.
- Describe your specific experience providing sorting solutions for election ballots.
- Describe the experience and qualifications of your workers who would be dedicated to this account. Resumes of major team members may be included.
- Please list primary persons and their backups.
- Describe your policy or philosophy to prioritize support for your clients. All Washington Counties have the same deadlines, how do you ensure equal and prompt support.

Click or tap here to enter text.

11. Security

- Describe system security.
- Describe the redundancy and backup of your system. Describe your solution and response protocol for short term outages.
- Describe your disaster recovery plan.
- Describe the steps you take to protect the security of election ballots.
- Describe how you protect voter data from unauthorized access and use.
- Can your system be regularly updated with the latest operating system version and monthly security patches?
- Describe any Internet access to the Application and if it uses HTTPS.
- Describe the backup plan.

Click or tap here to enter text.

12. Training and Support

- Describe your overall approach to training and support.
- Will training be performed on-site or off-site?
- How do you provide future training for software/hardware changes or upgrades?
- Describe tools used for training (training materials, manuals, checklists and documentation).
- Describe your support plan (online, phone, in-person).
- Describe what type of maintenance and preventive maintenance is performed by the local user versus the vendor.
- Do you facilitate user-group meetings? Describe the process to incorporate user enhancements into future releases.

Click or tap here to enter text.

Company Information and Qualifications

Please complete the information requested below.

1. Name of company
Click or tap here to enter text.
2. Company address
Click or tap here to enter text.
3. Length of time in business, under current or previous names or additional assumed business names
Click or tap here to enter text.
4. Primary contact name
Click or tap here to enter text.
5. Primary contact phone
Click or tap here to enter text.
6. Primary contact email
Click or tap here to enter text.
7. How many employees will support the proposed solution? Where are these employees located?
Click or tap here to enter text.
8. How many employees provide implementation services (design, configuration, install, testing, training, and go-live support) for the proposed solution?
Click or tap here to enter text.
9. Do you plan to use any subcontractors? If so provide contact information for each subcontractor.
Click or tap here to enter text.

<p>10. How many customer sites have deployed the proposed solution in a production environment. Attach a list of customers.</p>
<p>Click or tap here to enter text.</p>
<p>11. How many similar solutions have you completed in 2015, 2016 and 2017?</p>
<p>Click or tap here to enter text.</p>
<p>12. Have you ever had a customer terminate mid-project due to your firm's non-delivery of work or failure to perform. List the customer (s) and contact information, and explain the circumstances for each termination.</p>
<p>Click or tap here to enter text.</p>
<p>13. How many customers have terminated in the last five years? Provide a list of customers with contact information and reason for termination.</p>
<p>Click or tap here to enter text.</p>
<p>14. The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past 3 years involving the proposer.</p>
<p>Click or tap here to enter text.</p>

Reference Information #1

(Will only be checked for top ranked proposers)

Please provide contact information for customers with the same or similar solution, who are the same size related to ballots processed. Submit a minimum of three (3) references.

Customer Name	Click or tap here to enter text.
Address	Click or tap here to enter text.
Contact Name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Phone	Click or tap here to enter text.
Email	Click or tap here to enter text.
Installation Date	Click or tap here to enter text.
Solution	Click or tap here to enter text.
Total number of registered voters	Click or tap here to enter text.
Approximate number of vote-by-mail ballots processed in last large election	Click or tap here to enter text.

Reference Information #2

(Will only be checked for top ranked proposers)

Please provide contact information for customers with the same or similar solution, who are the same size related to ballots processed. Submit a minimum of three (3) references.

Customer Name	Click or tap here to enter text.
Address	Click or tap here to enter text.
Contact Name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Phone	Click or tap here to enter text.
Email	Click or tap here to enter text.
Installation Date	Click or tap here to enter text.
Solution	Click or tap here to enter text.
Total number of registered voters	Click or tap here to enter text.
Approximate number of vote-by-mail ballots processed in last large election	Click or tap here to enter text.

Reference Information #3

(Will only be checked for top ranked proposers)

Please provide contact information for customers with the same or similar solution, who are the same size related to ballots processed. Submit a minimum of three (3) references.

Customer Name	Click or tap here to enter text.
Address	Click or tap here to enter text.
Contact Name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Phone	Click or tap here to enter text.
Email	Click or tap here to enter text.
Installation Date	Click or tap here to enter text.
Solution	Click or tap here to enter text.
Total number of registered voters	Click or tap here to enter text.
Approximate number of vote-by-mail ballots processed in last large election	Click or tap here to enter text.

Please provide a detailed price breakdown for the proposed system. All prices are stated as firm, fixed amounts. All prices shall be detailed, unbundled, and separately listed.

DO NOT include sales tax.

Proposers shall complete all applicable pricing pages in this section within the tables provided below.

Incomplete information will be evaluated accordingly.

Proposers only fill in the BLUE cells, the other price cells are locked.

One-Time Price Summary	Price
Part 1 - Hardware	\$ -
Part 2 - Software	\$ -
Part 3 - Implementation	\$ -
Part 4 - Other	\$ -
TOTAL PRICE	\$ -

Operation & Maintenance (Including Software Licenses) Price Summary	Price
Year 1 - Warranty Period at No Cost to the County	\$ -
Year 2	
Year 3	
Year 4	
Year 5	
TOTAL PRICE	\$ -

Five Year Grand Total Price - One Time and Maintenance	Price
One Time Price Summary	\$ -
Operations & Maintenance Price Summary	\$ -
GRAND TOTAL	\$ -

Part 1 - Hardware	
List all hardware needed to implement the proposed solution. The TOTAL PRICE in this table is rolled to the Part 1- Hardware summary above.	
Description	Price
TOTAL PRICE	\$ -

Part 2 - Software	
List any and all software needed to implement the proposed solution. The TOTAL PRICE in this table is rolled to the Part 2 - Software summary above.	
Description	Price
TOTAL PRICE	\$ -

Part 3 - Implementation	
List all costs associated with the system implementation. The TOTAL PRICE in this table is rolled to the Part 3 - Implementation summary above. If a line item is included please leave blank.	
	Price
Project Management	
Detailed System Design	
Software Modification/Customization	
Business Process re-engineering (if applicable)	
Reports	
Installation	
Go-Live Support	
Systems Integration	
End User Training	
Super-User Training	
Technical Training	
Documentation	
Other Implementation Prices (explain on a separate form)	
Contingency	
TOTAL PRICE	\$ -

Part 4 - Other	
List any and all other costs associated with the proposed solution that are not covered above. The TOTAL PRICE in this table is rolled to the Part 4 - Other summary above.	
Description	Price
TOTAL PRICE	\$ -

Additional Information

Are all minor/major version releases included in the cost of Annual Support? If not, what are those additional costs. You may use a separate attachment if needed to explain.	Included (Yes/No)	<input style="width: 95%;" type="text"/>
	Cost	\$ <input style="width: 95%;" type="text" value="-"/>

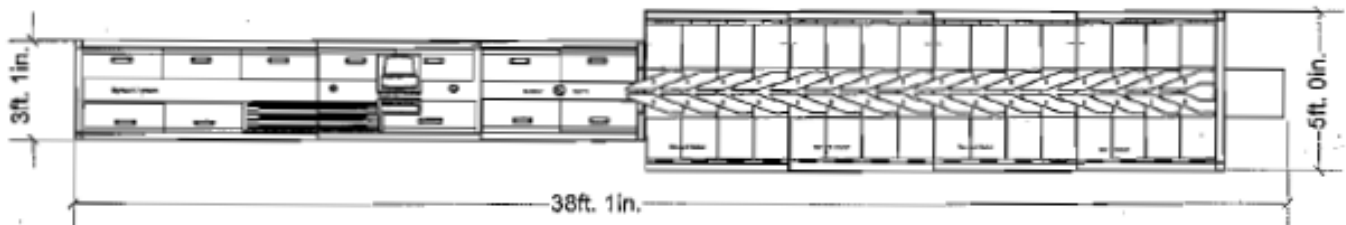
Please provide cost details of any available enhancements over and above the baseline solution, for example, optional software modules or additional hardware to enable scaling the solution. This information can be provided in whatever format makes most sense to convey the information. Label and attach the available enhancements as **Pricing Attachment (Options)**

Pierce County's current sorter and inserter will need to be removed to install this new solution. Please provide a breakdown of any trade-in credits on the current equipment. Removal of this equipment will be the responsibility of the successful bidder. An inventory and breakdown the sorter and inserter are included in Attachment XXX (Legacy Equipment)	Trade in Value	\$ <input style="width: 95%;" type="text" value="-"/>
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Pierce County is interested in purchase, lease, lease-to-own, or any other mechanism that best suits the County's interests in obtaining the new solution. Please provide pricing for all available options.

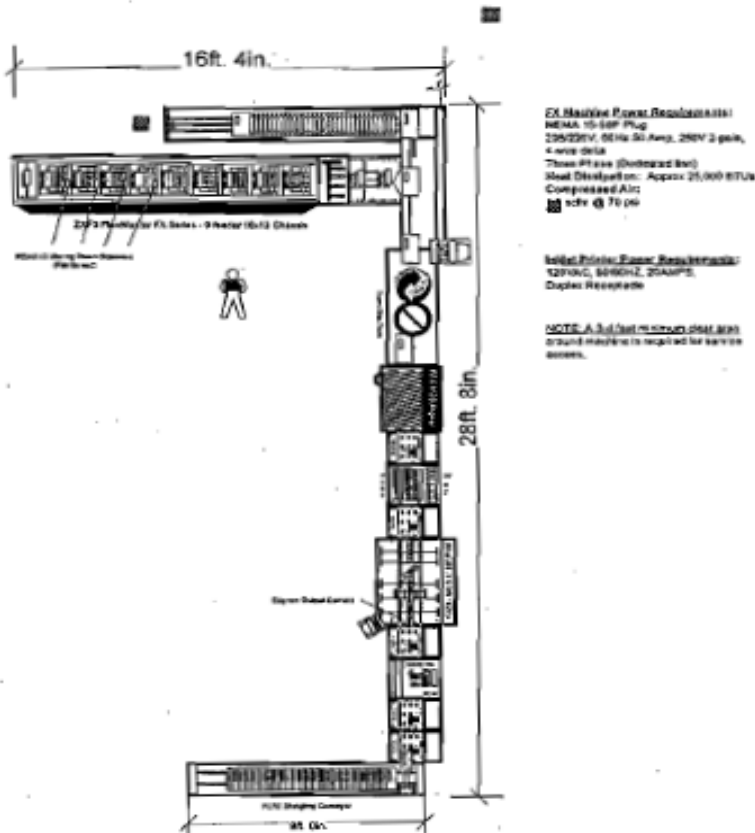
The Olympus II Single Tier Sorter platform is configured as follows:

- Olympus II 24K Linear Transport with MLOCR Camera
- Wide Area Bar Code Reader (WABCR) with software license
- Standard Double Detector plus Mail Piece Size Verification & Thickness-based Double Document Detection
- Image Date/Time Mail Piece Printer
- Selective Letter Opener
- 32 Pockets Bin section with LCD Displays and Overhead Tray Racks
- [REDACTED]
- Relia-Vote™ Precinct Sort Software (also sorts to Legislative district)
- Standard USPS Documentation and Productivity Reports
- Sort Scheme and Customer List Editors



The Flexible Productivity System (FPS) inserter platform is configured as follows:

- FPS12 chassis with (9) Servo driven friction feeders
- (4) Moving Beam Scanners in feeders as defined in Mail Piece Assembly Order table
- Turnover/No-Turnover to allow processing and metering (if desired) and printing of the address and barcode on face up or face down envelope styles after insertion
- Aligner after the Turn/No-Turn to self adjust different size envelopes through output
- Weigh-on-the-fly scale with Weight Verify™ software for validating that the actual weight of each mailpiece is equivalent to the computed weight
- (1) Inline inkjet printer with 4" HP print head
- Output camera to verify barcode after printed on the mailpiece
- 16KR DM Infinity meter
- (5) Outsorting vertical bins and (1) output conveyor
- Direct Connect machine control and operator interface computer and software system including standard production reporting package







PERSONAL SERVICES AGREEMENT

CONTRACT NO. **Contract Number**

Contractor's Legal Name, hereinafter called **Contractor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

- General Conditions** pages 2 to 6
- Exhibit A** (Scope of Work) pages. to
- Exhibit B** (Compensation) pages to
- Exhibit C** (Contract Compliance) pages to
- Exhibit D** (any Special Provisions) pages to

Copies of the above mentioned are attached and incorporated herein by this reference as fully as if set forth herein.

Term of Agreement: _____ through _____, unless terminated or renewed elsewhere in the Agreement.

Maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$ _____.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 13, 15, 20, and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

CONTRACTOR:

Name

Signature

Title of Signatory Authorized by Firm Bylaws

Mailing Address

City, State, Zip

PIERCE COUNTY:

Approved as to legal form only:

Deputy Prosecuting Attorney Date

Recommended:

Finance Date

Approved:

Department Director Date

Pierce County Executive (\$250,000 or more) Date

CONTACT INFORMATION

	Contractor	Pierce County Department	Pierce County Purchasing Agent
Name			Kenneth L. Matthews
Title			Purchasing Agent
Phone			253-798-7456
Cell			
Fax			253-798-6699
Email			kmatthe@co.pierce.wa.us
Address			950 Fawcett Ave, Suite 100 Tacoma, WA 98402

GENERAL CONDITIONS1. Scope of Contractor's Services:

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

2. Accounting and Payment for Contractor Services:

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

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

3. Assignment and Subcontracting:

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

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

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

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

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

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

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

8. Regulations and Requirement:

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

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Professional Liability Insurance</u>	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, 26, and 28, 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.

Contractor Name: _____

Contract No. _____

EXHIBIT "A"
(SCOPE OF WORK)

Contractor Name: _____

Contract No. _____

EXHIBIT "B"
(COMPENSATION)

EXHIBIT "C"
CONTRACT COMPLIANCE for PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES
Revised 3/10

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

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

A. MWBE DIRECTORY ASSISTANCE

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

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

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

D. E-VERIFY DECLARATION

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

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum .

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

E. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
4. E-Verify Declaration: Contractor shall submit with proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of _____

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

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

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

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

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

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

BY: _____ DATE: _____

TITLE: _____

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.

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

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

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

Revised (6/99)

Contractor Name: _____

Contract No. _____

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.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management														
Professionals														
Technicians														
Administrative														
Other														
TOTALS														

Contractor Name: _____

Contract No. _____

**EXHIBIT D
SPECIAL PROVISIONS**