



PIERCE COUNTY
Request for Qualifications for A/E Services
District Court Multiple Projects
RFQ #2010

925 BUILDING DISTRICT COURT PROBATION REMODEL, PROJECT NO. 18-00005
DISTRICT COURT MOVE TO COUNTY-CITY BUILDING 6TH FLOOR, PROJECT NO. 18-00015
COUNTY-CITY BUILDING 5TH FLOOR DISTRICT COURT BUILD-OUT, PROJECT NO. 18-00038

Pierce County Facilities Management (the County) is requesting Statements of Qualifications (SOQ) from qualified firms for multiple projects for Pierce County District Court in Tacoma, Washington. The successful firm(s) for these projects shall possess design strength for judiciary spaces with comparable character, organizational strength for projects of the same size, firm/team strength and experience with overall project planning, programming, coordinating consultant team specialists, scope and budget development, design, permitting, bidding, construction administration, post construction and all other services required to complete the projects.

The result of this RFQ process will be the negotiation and award of a Professional Services Agreement (PSA). Pierce County intends to issue one PSA for the three projects, but reserves the right to award one or multiple PSAs for the requested services. SOQs should be written assuming one PSA shall be awarded. The County reserves the right to reject all submissions and re-advertise the project.

General Information

PROCUREMENT CONTACT: Jana Prince, Procurement & Contract Services
jprince@co.pierce.wa.us; 253-798-7731

SUBMITTALS DUE DATE: Statements of Qualifications will be received electronically until **4:00PM ON FRIDAY, MARCH 16, 2018**. Note that Statements of Qualifications received after the appointed time set for receipt or received incomplete will not be considered.

DELIVERY: Via email to jprince@co.pierce.wa.us, deliver one PDF copy of your submittal to Pierce County Procurement & Contract Services. SOQs must be received prior to due date/time listed to be considered. Attached PDFs of SOQs must not exceed 20 MB.

HOLDER'S LIST: All interested potential proposers must email the procurement contact 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.

QUESTIONS: All questions must be submitted **in writing to the procurement contact** via email to ensure all information is distributed equally to all proposers.

Submittal Schedule

DATE	ACTIVITY
Thursday, March 08, 2018 by 4:00 PM	Proposal Questions Due
Friday, March 16, 2018 by 4:00 PM	SOQs Due
Tuesday, April 03, 2018	Review Submittals and Short-List Firms
Week of April 16, 2018	Anticipated Firm Interviews
Friday, April 20, 2018	Anticipated Award PSA
Friday, May 04, 2018	Anticipated Contract Execution



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Project Information

PROJECT LOCATIONS:

The County-City Building and the 925 Building located in downtown Tacoma, Washington:

COUNTY-CITY BUILDING
930 Tacoma Avenue South
Tacoma, WA 98402

925 BUILDING
925 Tacoma Avenue South
Tacoma, WA 98402

PROJECT SCOPES OF WORK:

CCB DC 5TH FLOOR BUILD-OUT

This project completes the renovation of approximately 8,500 square feet of the County-City Building's 5th Floor for Pierce County District Court. The work includes: three new courtrooms, judge's chambers, jury deliberation rooms, and associated support spaces; a new multipurpose meeting room for conferences and mediation, attorney-client interview rooms, and public waiting areas; and an in-custody defendant secure holding area. The portion of the 5th floor renovated previously housed Superior Court courtrooms are now demolished. The spaces are currently unimproved and approximately 95% hazardous materials abated.

The project, initiated in 2009, produced an approved plan layout. Since that time changes in the building and accessibility codes require review of the life and health safety requirements and the original programming can no longer be validated. Because of these issues, the original plan concept represents a graphic record of the project development, not necessarily the project solution. Meeting the current client's goals and space needs within the available space, presents challenges, requiring fresh, thoughtful planning, systematic programming, and an inspired approach to the design.

The consultant team will engage all stakeholders and user groups, collect programming data, develop concepts, analyze the facts and identify clear design problems as prelude to the design process. Design solution concepts will be developed for client review illustrating options for the desired program space and meeting all regulatory requirements.

The planning and design process must be thorough, open, transparent, and swiftly move forward to construction. No specific schedule milestones are set but the selected team will have a plan that achieves an aggressive schedule moving the clients to occupancy as soon as possible.

THE SCOPE OF PROFESSIONAL SERVICES: The County seeks firm or firms licensed in the state of Washington to provide all services including but not limited to complete architectural, civil, structural, mechanical and electrical engineering services, hazmat assessment and oversight, and such other services as may be necessary in the programming, design and construction of the project, within the budgeted limits set by the County and in compliance with all applicable standards, laws, rules and regulations. At a minimum, cost estimates shall be provided at schematic design and construction drawing stages. Value Engineering services shall be performed as required to be within budget limits. The preliminary estimated cost of construction for this project is \$2,300,000.00. The desired schedule begins design by May, 2018 with occupancy late Q3, 2019.



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DC PROBATION OFFICES COUNTY-CITY BUILDING 6TH FLOOR

District Court Probation Division oversees supervision of sentenced defendants, providing District Court judges with accurate and timely reporting of individual's behavior in accordance with court ordered conditions. Relocating some of the Probation offices to the County-City Building (CCB) improves efficiency for clients moving through the court processes, reduces duplication of security requirements, and improves staff interactions.

This project remodels approximately 5,900 square feet of the CCB 6th Floor for new staff offices and work stations, conference rooms, staff break room, staff toilets and other support spaces.

The Hess building is scheduled for demolition in 2018. The relocation occupancy schedule is aggressive. The planning and design process must be thorough, open, transparent, and swiftly move forward to construction. No specific schedule milestones are set but the selected team will have a plan that achieves an aggressive schedule moving the clients to occupancy as soon as possible.

The scope of professional services: The County seeks firm or firms licensed in the state of Washington to provide all services including but not limited to complete architectural, structural, mechanical and electrical engineering services, hazmat assessment and oversight, and such other services as may be necessary in the programming, design and construction of the project, within the budgeted limits set by the County and in compliance with all applicable standards, laws, rules and regulations. At a minimum, cost estimates shall be provided at schematic design and construction drawing stages. Value Engineering services shall be performed as required to be within budget limits. The preliminary estimated cost of construction for this project is \$284,000.00. Design is anticipated to begin in May, 2018.

925 BUILDING DISTRICT COURT PROBATION SERVICES REMODEL

District Court Probation Division provides a variety of services to sentenced defendants including behavioral health counseling, day reporting, community service, and work crew programs. This project relocates some of these services to the 925 Building and adds a new community resource center and clothing bank.

The project remodels approximately 5,700 square feet for new staff offices and work stations, conference rooms, staff break room, staff toilets, and room for the various programs and required support spaces.

The Hess building is scheduled for demolition in 2018. The relocation occupancy schedule is aggressive. The planning and design process must be thorough, open, transparent, and swiftly move forward to construction. No specific schedule milestones are set but the selected team will have a plan that achieves an aggressive schedule moving the clients to occupancy as soon as possible.

The scope of professional services: The County seeks firm or firms licensed in the state of Washington to provide all services including but not limited to complete architectural, civil, structural, mechanical and electrical engineering services, hazmat assessment and oversight, and such other services as may be necessary in the programming, design and construction of the project, within the budgeted limits set by the County and in compliance with all applicable standards, laws, rules and regulations. At a minimum, cost estimates shall be provided at schematic design and construction drawing stages. Value Engineering services shall be performed as required to be within budget limits. The preliminary estimated cost of construction for this project is \$460,000.00. Design is anticipated to begin in May, 2018.



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Project Contact

Pierce County Facilities Management
Construction Division
Construction Project Manager: Ken Hays
Phone: 253.798.6723
Email: khays@co.pierce.wa.us

CLIENT BACKGROUND

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

Pierce County District Court is a court of limited jurisdiction hearing the following types of cases:

- Traffic and non-traffic infractions
- Criminal and criminal-traffic misdemeanors and gross misdemeanors
- Civil matters for damages for injury to individuals or personal property and contract disputes not greater than \$100,000
- Small claim matters for recovery of money not to exceed \$5,000
- Name changes
- Anti-harassment protection orders
- Stalking protection orders

The Pierce County Probation Division of the District Court is committed to providing the District Court judges with quality information through the accurate timely reporting of individuals' behavior, in accordance with court ordered conditions and to offering viable cost-effective sentencing options.

Services include:

- A Community Resource Center
- Probation supervision of sentenced defendants
- A Behavioral Health division to work with diagnosed defendants
- A Community Service Program
- A Day Reporting Program
- A Work Crew Program
- Pre-Trial Supervision

The Department's websites are valuable resources for information about the many services provided:

<https://www.piercecountywa.org/101/District-Court>

<https://www.piercecountywa.org/875/District-Court-Probation>



Submittal Requirements

STATEMENT OF QUALIFICATIONS CONTENTS

1. Letter of Interest: Maximum one page, stating the team interest in the project, identifying lead firm, project manager, and key staff proposed to work on the project.
2. Qualifications:
 - a. Profiles of the lead firm, including number of employees, location, number of years in business, and identification of any sub-consultants. Resumes of the project manager and key staff assigned to work on the project, including relevant sub-consultants.
 - b. Qualifications of the team as it relates to this/these project(s), including specific technical expertise relevant to the project(s).
 - c. Description of your project understanding and your approach to satisfying the requirements of the project.
 - d. Scope/Schedule/Budget control approach and past project performance.
 - e. Relevant experience with similar project types and working with public agencies.
 - f. Descriptions of three similar projects completed recently. Include the year completed, how well the project met the scope, schedule, budget, and contact information for the project Owner Representative.

FORMATTING REQUIREMENTS

SOQs should be formatted to 8 ½" x 11", with twenty page faces maximum. The letter of interest and title page are not counted toward page limitation. Use a minimum font point size of 11.

Evaluation Criteria

SELECTION CRITERIA

The Pierce County Facilities Management selection panel evaluates and ranks the statements of qualifications in accordance with the established criteria and weighted points system below. At the County's option interviews, may be conducted to make the final selection(s).

SELECTION CRITERIA	WEIGHT
Qualifications of key personnel including sub-consultants	30%
Relevant team experience	25%
Project understanding and approach	25%
Past performance on similar projects	15%
Geographic proximity	5%



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Final ranking of short-listed firms may be determined by the following:

- Project references provided by teams, and;
- Project team interviews (In-person or via telephone) as determined by the County. The County will notify invited teams of the interview schedule, agenda and any additional information requested.

Attachments

ATTACHMENT A – Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. _____

_____, hereinafter called **Contractor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

(General Conditions), pp. ___ to ___, Exhibit A (Scope of Work), pp. ___ to ___, Exhibit B (Compensation), pp. ___ to ___, Exhibit C (Contract Compliance for Professional, Technical, Supply, or Services - dated 03/10), pp. ___ to ___, and Exhibit D (any Special Provisions), pp. ___ to ___, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the ___ day of _____, 20 __, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the ___ day of _____, 20 __.

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$_____. The County has established the following BARS expenditure code for this Agreement: _____, which shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 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

Address:

Mailing Address:

UBI No.:

Contact Name:

Contact Phone:

Contact FAX:

CONTRACTOR:

Complete the tax status information for **one** of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:

Name of Corporation

Corporation's Employer Identification Number

PIERCE COUNTY:

Approved as to legal form only:

Deputy Prosecuting Attorney Date

Recommended:

Budget and Finance Date

Approved:

Department Director Date

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

GENERAL CONDITIONS**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 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:

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.

Contractor Name: _____

Contract No.

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.

SAMPLE

Contractor Name: _____

Contract No.

EXHIBIT "A"
(SCOPE OF WORK)

SAMPLE

Contractor Name: _____

Contract No.

EXHIBIT "B"
(COMPENSATION)

SAMPLE

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.

SAMPLE

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: _____

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														