



**PIERCE COUNTY**

**REQUEST FOR QUALIFICATIONS NUMBER 2047**

**OPEN ORDER / ON-CALL STRUCTURAL ENGINEERING SERVICES FOR  
FACILITIES MANAGEMENT**

**RETURN STATEMENTS OF QUALIFICATIONS (SOQ) TO:**

Pierce County Procurement and Contract Services  
950 Fawcett Avenue, Suite 100  
Tacoma, WA 98402  
Phone: 253-798-7456  
Email: [jprince@co.pierce.wa.us](mailto:jprince@co.pierce.wa.us)

**SOQ DUE DATE/TIME: MAY 11, 2018, 3:00 PM**

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

**RFQ ISSUED BY:**

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

# OPEN ORDER / ON-CALL STRUCTURAL ENGINEERING SERVICES FOR PIERCE COUNTY'S FACILITIES MANAGEMENT

## REQUEST FOR QUALIFICATIONS

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Pierce County's Facilities Management Department is soliciting Statements of Qualifications (SOQ) from firms interested in providing structural engineering services on an Open-Order/On-Call Basis.

## CONTRACT DESCRIPTION

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Pierce County, Facilities Management Department (County) will select up to three firms/teams and issue Professional Service Agreement(s) (contract(s)) based upon qualifications received for the services requested. Following successful negotiation of rates and fees, the County will execute the initial contract(s) in the amounts of up to \$300,000. The contract amount may be increased to meet ongoing needs of the County for the services requested up through the contract period of performance.

The contract period of performance will initially extend for 12 months from the date of contract execution. At the mutual option between the County and the selected consultant(s), the contract may be extended for up to two (2) additional 12 month periods and until all Work Orders executed within the first 36 months are completed to the acceptance of the County.

The County will issue a proposal request for each Work Order which will define the services being requested. The Consultant will be expected to meet with the County Representative to discuss new Work Orders being issued under this contract and then submit a fee proposal and schedule to the County. Work Orders issued under this contract have an upper dollar limit of \$150,000.

To learn more about the many services provided to the County by the Facilities Management Department and some of the planned upcoming Facilities Management maintenance and capital projects, visit their website at: <https://www.co.pierce.wa.us/105/Facilities-Management>. To find the most recent approved Budget and Capital Facilities Plans, visit the Finance and Performance Management website at: <https://www.co.pierce.wa.us/2729/Budgets-Financial-Reports>.

## SCOPE OF SERVICES

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The selected firm will provide structural engineering services for various Pierce County Facility Management projects. There is a potential that the contract(s) may be utilized by other departments within the County, as approved by the Department of Facilities Management. The quantity and duration of projects will depend on the County's requirements and needs for these services.

The work may include, but is not limited to, the following tasks:

- Condition Assessments and Evaluation Reports (estimate of remaining service life and code compliance and seismic analysis,) investigation, analysis and recommendation(s) for repair/replacement of existing structural elements and/or support components.
- Design of Building Structural Systems for new building construction, building and site renovations (interior or exterior), and building demolition
  - Preparation of estimates, schedules, plans and specifications for public works projects, tenant improvement projects and as otherwise requested

- Provide support services in other disciplines as required to accomplish primarily Structural Work Orders, including but not limited to:
  - Architectural;
  - Surveying;
  - Geotechnical;
  - Building Envelop Design and Weatherization
  - Other support services tasks as needed for the work
- Bidding Support Services
- Construction Contract Administration
- Cost estimates and schedules during various stages of project development
- Peer and constructability review of design and bid document review and analysis
- Permitting support
- Feasibility Studies, Development Planning, Marketing Analysis, Evaluation and Assessments

**QUALIFICATION ELEMENTS & EVALUATION CRITERIA:**

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Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the project team as well as the team’s ability to meet the requirements of this RFQ. Emphasis will be on technical competence and completeness of content. The written SOQ should be prepared in the sequential order as outlined below.

Each SOQ is limited to 10 numbered (single-sided) pages (8 ½ by 11 inch) excluding the cover page (limited to one single-sided page and cover letter. Font size shall be 11 point or larger. The SOQ shall be submitted as a PDF file. Submittals that do not follow this format may be rejected.

Cover letter shall include the firm submitting and the name, title, email address, phone number and address of the submitting team’s main contact and include the following information:

- Describe any claim submitted by any client against the prime firm within the past two years related to the professional services provided by the firm or its key personnel. For purposes of this request, “claim” means a sum of money in dispute in excess of 10% of the firm’s fee for the services provided
- Any real or perceived conflicts of interests, inclusive of the prime, subconsultants and key staff members.

**SOQS ARE TO ADDRESS THE FOLLOWING CRITERIA:**

1. Experience, Qualifications, & Past Performance .....35 PTS

Proposal Elements:

Identify the team (include working titles, degrees, certificates and licenses), describe the roles and responsibility of each team member, and why each team member is critical to the success of the overall contract. Describe the team’s experience and capacity for providing the services being requested.

- Provide documentation that the prime consultant team is licensed in the State of Washington to provide structural engineering services.

- Provide an organizational chart demonstrating the relationships and hierarchy of the team described above. Identify key personnel.
- Resumes of the team members may be included. Resumes are to be limited to one single-sided, letter-size page for each team member. Resumes exceeding this limit will not be reviewed.
- Include a list of five (5) recent contracts/projects. Include a point of contact, contact information (phone and email), and a brief description of services relevant to the Request for Qualifications. Only projects completed by team members will be considered.

The County will evaluate:

- The team’s capacity and ability to provide Pierce County with the proposed service(s) detailed in the Request for Qualifications.
- The experience, technical competence, and qualifications of the team, including each member’s specific role and responsibility proposed for the on call contract and their past experience and expertise in the areas for which they are presented.

2. Project Approach Narrative ..... 55 PTS

Proposal Elements:

Clearly describe the team’s general approach, methodology and goals for providing the engineering services outlined in the Scope of Services section. The approach should include information on:

- General information for supporting on call services at Pierce County.
- Past approach for serving facilities inventory similar to the County such as public office buildings, courthouses, recreational centers, golf courses, and detention centers.
- Project Management: Describe how the team will manage and coordinate the work and additional engineering/architectural disciplines that may be required on a given project.
- Communication Plan: Project communication within the team, the County’s project construction manager and various stakeholders.
- QC/QA: Quality Control and Quality Assurance process.

Describe the team’s experience responding to and overall management of on-call/Work Order services.

- Provide approach for scheduling and sequencing of individual Work Orders and for providing simultaneous services on multiple projects.
- Approach for managing multiple project budgets requested for on call services.

The County will evaluate:

The project team’s approach for providing the requested services, the team’s understanding of the County and for providing an efficient management of the program.

3. Accuracy and Completeness of the SOQ ..... 10 PTS

SOQs will be evaluated on the following criteria:

- Formatting and layout.
- Spelling and grammatical accuracy.

- Legibility of figures and chart information.
- Coherent and logical flow of written responses.

**FINAL EVALUATION PHASE (if applicable)**

4. References ..... 50 PTS

Reference checks will be requested from the project list provided under 1. Experience, Qualifications, & Past Performance. Reference checks may be performed on the apparent selected vendor, if based directly on the SOQs received or on shortlisted firms if interviews are being requested. The County will evaluate the reference checks to assess the team’s overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the SOQ.

5. Interviews (as requested by the County) ..... 100 PTS

If an award is not made based on the written evaluations alone, interviews will be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the Proposer’s disqualification from further consideration. Specific information regarding the interview will be sent to short-listed firms.

## INSTRUCTIONS TO PROPOSERS

### SOLICITATION TIMELINE

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Issuance of RFQ	April 20, 2018	
Last Day To Submit Questions	May 4, 2018	
<b>SOQs due</b>	<b>May 11, 2018</b>	<b>3:00 PM</b>
Short List Consultants*	May 18, 2018	
Interviews (if required)*	Week of May 21, 2018	
Final Selection*	May 23, 2018	
Execute Contract*	June 6, 2018	

\*Dates with an asterisk are estimated dates and are for information purposes only.

All status updates on the above solicitation timeline will be announced on the County's website for this solicitation.

### VENDOR OBLIGATION

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Invitations to Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Pierce County's website, <https://www.co.pierce.wa.us/5260/Current-Solicitations>.

All interested potential proposers must email the procurement contact on the front page of this RFP to request to be put on the Holder's list for this procurement in order to receive RFP addenda and additional procurement updates.

By requesting to be placed on the Holders list, firms will automatically be notified when new documents or changes relating to this procurement occurs

### COMMUNICATION / INQUIRES

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Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement & Contract Department, [pcpurchasing@co.pierce.wa.us](mailto:pcpurchasing@co.pierce.wa.us) (Solicitation Name in subject line).

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The County will respond to all written questions submitted by this deadline.

### PRE-PROPOSAL CONFERENCE

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The County will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarifications, submit all questions as noted above.

### ADDENDA

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The County may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. Addenda will be posted to the County's web site and conveyed to those potential submitters who have subscribed to the Holders List.

## **SUBMITTAL PROCESS**

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SOQs must be received via email on or before the date and time outlined on the front page of this RFQ. Send your electronic submittal to: [jprince@co.pierce.wa.us](mailto:jprince@co.pierce.wa.us) – Name of Firm, RFQ Title (Subject Line)

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. Submittals need to be limited to 9 MB in total email size. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

\*Late SOQs will not be accepted by the County. SOQs received after the stated date and time will not be reviewed and shall be deemed non-responsive.

## **EVALUATION AND AWARD PROCESS**

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An evaluation team will review the SOQs and evaluate all responses received based upon the criteria listed herein. The County may request clarifications or additional information, if needed. A selection may be made based on the SOQ's and initial evaluation criteria alone or the firms determined to be most qualified through the initial evaluation phase will be invited in for interviews and the final determination for short listed firms will be based on reference checks and interviews.

The County intends to select the Proposer who represents the most qualified team (or teams, as determined by the evaluation team) to Pierce County and begin the negotiation and award process based on the evaluated scores.

Selected Consultant(s) will be invited to enter into contract negotiations with the County. Should the County and the selected firm not reach a mutual agreement, the County will terminate negotiations and move to the next highest ranked firm and proceed with negotiations.

The County reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the County may require. The County reserves the right to reject any or all SOQs submitted as non-responsive or non-responsible.

## **CONTRACT COMPENSATION**

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EXPENSES: Consultant expenses will be reimbursed at cost with the exception of:

- a) Subconsultant services will be reimbursed at cost plus negotiated markup.
- b) Services provided by a third party will be reimbursed at cost plus negotiated markup.

Costs marked up by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall the mark up at any tier exceed the negotiated percentage.

Reimbursable expenses by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall markup be applied to reimbursable expenses at any level.

RATES: Rates are fully burdened and will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written amendment.

Rates may be negotiated no more than once annually. Rate adjustments will be tied to the CPI for the Seattle, Tacoma/Bremerton area.

Rates and Markup will be defined in the negotiated Professional Service Contract.

**OVERTIME:** The County will allow overtime rates for preapproved labor categories, as required by federal law, at 1.5 times the rate when approved in advance by the Project Manager and when required by the nature of the Work. The Consultant shall submit a list of labor classifications to which overtime rates are applicable to by law.

**LOCAL TRAVEL:** Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Out of state mileage will not be paid. Consultants who are located within 50 miles of the project site will not be reimbursed for meals, lodging or mileage.

## **PUBLIC DISCLOSURE**

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SOQs submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by anyone requesting the document under a Public Records Request following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is executed between Pierce County and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the firm shall clearly identify each such portion with words such as “CONFIDENTIAL”, “PROPRIETARY” or “BUSINESS SECRET” on each page for which the protection is sought. If a request is made for disclosure of such portion, the COUNTY will notify the firm of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the County by the stated deadline, the County will release the requested portions of the response. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

## **CONTRACT DOCUMENTS**

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The following sample documents are attached and will become a part of the ensuing Contract Documents:

- Attachment A – Supplemental Terms and Conditions for Open Order / On-Call Agreements
- Attachment B – Professional Services Agreement

\* By submitting a Statement of Qualifications (SOQ), the Proposer represents that it has carefully read all attachments. Proposers shall identify all concerns and propose alternate wording changes to these documents at the time of submittal.



## Supplemental Terms and Conditions for Open Order / On-Call Agreements

### Definitions Supplementary Conditions

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**Work Order** – Also be referred to by a Purchase Order. This is the document that memorializes agreement between the Consultant and the County, in accordance with the terms of the On-Call Contract. Work Orders are executed for defined work under the On-Call Contract.

**Contract Owner** - Pierce County staff member responsible for managing the On-Call Contract and executing all Work Orders.

**Project Manager** - Also be referred to as a Construction Manager or other Representatives of Facilities Management. Pierce County staff member responsible for managing a specific Work Order.

**Consultant Representative** – The Consultant staff member(s) delegated the authority to provide signature approval for Work Orders under the On-Call Contract.

### Work Order Proposals

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The Project Manager will request consultant to provide a fee proposal for a scope of work requested by the County.

The County will not pay for time or materials associated with development of fee proposals, unless such costs are approved by the Project Manager and Contract Owner in advance.

Work Order proposals shall be signed and submitted by the Consultant Representative to the County's Project Manager in writing. Proposals shall include one of the following, as requested by the Project Manager:

- A. Lump Sum Proposal
- i) Description of Work Order scope and deliverables, including all inclusions and exclusions to the scope.
  - ii) Indicate portion of total dollar amount tied to certain phases and/or specific deliverables, if requested by the Project Manager.
  - iii) Total dollar amount

OR

- B. Time and Materials Proposal
- i) Description of Work Order scope and deliverables.
  - ii) Consultant's Personnel Titles and Rates as negotiated.
  - iii) Hours per person per task.
  - iv) Sub-tier consultant scope and deliverables (when applicable).
  - v) Anticipated reimbursable costs.
  - vi) Total proposal with Not to Exceed dollar amount.

## **Work Order Execution**

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Executed Work Orders will be issued by the Contract Owner to the Consultant.

## **Work Order Revision**

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Revisions include when the Consultant becomes aware of the potential to exceed the executed amount or when changes are requested by the Project Manager.

Consultant shall provide a revised proposal detailing all revisions per 2A and B above. Consultant shall not proceed with changed work until a revised Work Order is executed by the Contract Owner.

## **Payment Schedule**

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Each Work Order shall be invoiced separately. Consultant shall submit detailed invoices showing the following:

- A. Invoice Number, Contract number, Title, Work Order Number and Title.
- B. Summary page with a brief description of work completed during the invoice period, deliverables provided during the invoice period, and forthcoming milestones / deliverables.
- C. Current Amount Due:
  - i) For Lump Sum Work Orders: Percentage of work complete, percentage of completed work billed.
  - ii) For Time and Materials Work Orders: titles, hours, hourly rates, and all expenses itemized, with backup, in accordance with the contract.
- D. Total amount of the Work Order, and balance of Work Order amount.
- E. Indicate "Final Invoice" when invoice is the final billing for that Work Order.

## **Work Order Closure**

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When work has been completed and final invoice processed by the County, the Contract Owner will issue a Work Order Completion Notification to the Consultant Representative.

## **Work Order Termination**

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The County may terminate the Work Order at its convenience with or without cause. In such case, the Consultant shall be paid for all work performed and reasonable expenses properly incurred in connection with the termination.

**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**

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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 42<sup>nd</sup> St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

### **B. EQUAL EMPLOYMENT OPPORTUNITY:**

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

### **C. CERTIFICATION OF NONSEGREGATED FACILITIES**

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

### **D. 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](http://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](http://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**

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State of Washington, County of \_\_\_\_\_

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

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

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

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

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

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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Check appropriate statement below:

- Our firm will perform all contracted scope of work tasks.**
- Our firm will subcontract a portion of the work tasks.** The following firms were contacted and will be utilized in the performance of the work as indicated below.

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

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

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

**PERSONNEL WORKFORCE DATA FORM**

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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														