

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.



### Thurston County, Washington

2000 Lakeridge Drive SW  
Olympia, Washington 98512

## INVITATION TO BID (ITB)

### Furniture, Fixtures, Equipment with installation.

#### Solicitation Documents

**ITB Issuance Date:** 5/13/2022

All solicitation documents, including any addenda, are published on the Thurston County website at: <https://www.thurstoncountywa.gov/tchome/Pages/ITBrfq.aspx>

#### Bid Due Date

**Bids are due by** 3:00 p.m. PT on June 3, 2022

#### Bid Acceptance Location

**Sealed Bids will only be received by:**

Thurston County Central Services

2000 Lakeridge Drive S.W.

Suite # 032 (Basement)

Olympia, WA. 98502

*Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday*

*Phone: 360-867-2949*

#### Public Bid Opening

Bids will be publicly opened and read at **9:15 a.m. on June 6, 2022** in the Thurston County Courthouse, 2000 Lakeridge Drive SW, Building 1, Room 280, Olympia, Washington 98502.

**INVITATION TO BID**  
**Furniture, Fixtures, Equipment**  
**with installation.**

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**Table of Contents**

**SECTION 1 – INTRODUCTION/PURPOSE ..... 4**

**SECTION 2 – OVERVIEW OF SERVICES REQUESTED ..... 5**

**SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS ..... 6**

**SECTION 4 – BID PREPARATION AND SUBMISSION INSTRUCTIONS ..... 8**

**SECTION 5 - EVALUATION AND SELECTION ..... 12**

**SECTION 6 - CONTRACT TERMS AND CONDITIONS ..... 15**

**SECTION 7– FORMS..... 16**

**ATTACHMENTS**

- 1. FURNITURE ITEMS FOR ITB**
- 2. THURSTON CO. LVL 1 FURNITURE CONFIGURATION**
- 3. THURSTON CO. LVL 2 FURNITURE CONFIGURATION**
- 4. THURSTON CO. FURNITURE TAGS PLAN**
- 5. THURSTON CO. DRAWING PRICING SET**
- 6. RESPONSIBILITY CHECKLIST**

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

### SECTION 1 – INTRODUCTION/PURPOSE

#### 1.1 INTRODUCTION

Thurston County, Washington, Department of Central Services is soliciting an invitation to bid to qualified firms or individuals to provide cost bids for furniture and installation of same as per attached documents.

#### 1.2 PURPOSE

It is the purpose of this solicitation to secure equipment and installation services from a single qualified firm or individual that will comply with requirements in attached documents.

#### 1.3 MINIMUM QUALIFICATIONS:

To meet the responsibility criteria for this bid and be considered a responsible bidder and qualified to be awarded a contract, the bidder shall meet these requirements, including the project-specific criteria. Bids must clearly show compliance to these minimum qualifications. Bids that are not clearly responsive to these minimum qualifications shall be rejected by the County without further consideration.

A. Qualified firms must be legally qualified, licensed, insured, staffed.

B. Qualified Bidders must have worked on projects and supplied equipment and services of similar size and scope within 3 years prior to this ITB. For the purposes of meeting this criterion, the County has determined that “similar size and scope” to this project means projects that have the following characteristics: Facility of similar size (90,000 sq ft.), Scope of work equal to or exceeding Furniture, Fixtures and Equipment for a working staff population of 450-500 people, and working with local government in Washington State and expertise in complying with relevant provisions of Washington State and local law.

C. Bidders must not have current or past (within the last 5 years) significant citation, violation, administrative order, judgment, or other enforcement action regarding improper operational, safety or contractual.

D. Bidders must not have had any contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

E. Bidders must not have had any lawsuits with judgments against the Bidder in the five years prior to the Bid submittal date.

#### 1.4 PROCUREMENT NOTIFICATION:

This project is a formal competitive procurement and will be advertised in ‘The Olympian’ and is  
Thurston County Furniture, Fixtures,  
Equipment with installation.

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

open to all qualified contractors. All solicitation documents, including addenda, are published on the Thurston County website at <https://www.thurstoncountywa.gov/tchome/Pages/ITBrfq.aspx>.

### SECTION 2 – OVERVIEW OF SERVICES REQUESTED

#### 2.1 DESCRIPTION

Thurston County, Washington, requests Bids from qualified firms or individuals to provide equipment and services as indicated in this ITB and attached exhibits.

#### 2.2 BACKGROUND INFORMATION

Thurston County Central Services Dept. is currently undertaking a project to relocate tenants currently located in 2000 Lakeridge Dr. S.W. to a leased facility located at 3000 Pacific ave. Olympia, WA. It has been determined that all furniture, fixtures and Equipment (FFE) will be purchased new for this relocation. The construction schedule for this project currently indicates construction completion NLT 8/15/22. It is our hope that furniture will be installed and ready for use by this date. Due to the critical nature of the furniture delivery and installation relative to this schedule, evaluation criteria have been added to incentivize early delivery and installation.

If Contractor achieves Substantial Completion under the Contract Documents on or before July 15, 2022 (the “First Early Completion Date”), Thurston County will pay the Contractor an additional \$150,000. If Contractor achieves Substantial Completion under the Contract Documents after the First Early Completion Date and on or before Aug 15, 2022 (the “Second Early Completion Date”), Thurston County will pay the Contractor an additional \$100,000.

#### 2.3 STATEMENT OF WORK

Attachments and exhibits constitute the inventory and installation configuration and provides the scope of services to be provided.

**SUMMARY:** Scope of work will be to provide and install, to owner’s satisfaction all FFE listed in inventory and as per attached design and configuration documents. Furniture supplier and/or contractor to supply all electrical whips connectors, power poles etc. Electrical connections/terminations by electrical contractor under the general contractor. Successful vendor will work with all owners, contractors and subcontractors to ensure integration into project and installation as per approved plans. Confirmation of correct operation after installation will be included.

Furniture and installation to include:

1. Good quality items produced by major manufacturers that meet Occupational Safety and Health Administration (OSHA) standards and regulations, Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels and Underwriters Laboratories (UL) requirements.
2. Products submitted must be commercial grades A-C.

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

3. Compliance with specific building and fire code restrictions.
4. Multiple options available including materials, finishes, designs, sizes, functions, etc.
5. Ergonomically designed and fully adjustable seating for all task chairs. 50% of conference room chairs to be fully adjustable. "Fully adjustable" does NOT apply to side chairs, training room chairs, ancillary seating and dining furniture.
6. All workspace desks will be adjustable height.
7. Compliance with Accessibility laws, where required.
8. Standard and Quick-ship lead times.
9. Warranty Information: Warranty periods must adhere to the following: Desks – Limited lifetime, Chairs – 12 years, Workstations – 5-12 years, All other – standard warranty would apply.
10. Please provide information about all cable management solutions included, particularly at typical workstations (desks and spines / panels), and at training tables.
11. Please provide information about any above-worksurface solutions available for convenience power and USB outlets. This solution would apply to a quantity of (9) workstations.
12. Any expedite charges that result

### 2.4 CONTRACT PERIOD AND BUDGET

The County anticipates the contract will be for a one-year term with the option to extend if needed. Extensions will be exercised at the sole discretion of the County. The contract value is estimated to range between \$1,500,000 and \$3,000,000.

### 2.5 COMPENSATION

Submit a Firm-Fixed Price Quote for all work described in the ITB package

## SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS

### 3.1 PROCUREMENT SCHEDULE

Following is the procurement schedule for this ITB. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the County.

**Table 1: Solicitation and Anticipated Award Schedule**

ACTIVITY	EST. DATE
Date of Issuance	5/13/2022
Pre-Bid Inquiries Due	5/24/2022
Bids Due	6/03/2022
Bid Publicly Open	6/06/2022
Executed Contract	6/21/2022

### 3.2 PRE-BID INQUIRIES AND ADDENDUM

It is the responsibility of each Bidder to examine the entire ITB and, as necessary, seek clarification (inquiries). This ITB may only be modified by a written addendum issued by the

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

County. Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the ITB.

All inquiries regarding this ITB shall be directed in writing (mail or e-mail) to Thurston County Central Services, to the attention of:

Mr. Chris Helmer  
Thurston County Central Services  
2500 Mottman Rd. S.W.  
Olympia, Washington 98512  
Email: [christopher.helmer@co.thurston.wa.us](mailto:christopher.helmer@co.thurston.wa.us)

All pre-bid Inquiries must clearly identify the name of the inquiring firm or person and the ITB number, title, and section/page number. The deadline for receipt of pre-bid inquiries from Bidder is 3:00 p.m. (PT) on **May 24, 2022**.

No communication regarding this ITB should be directed to any other County official or employee. All pre-bid inquiries will be responded to in the form of written addenda.

### 3.3 EXAMINATION BY BIDDER

Each Bidder is responsible for examining the ITB, including the sample Contract, prior to submitting a Bid. Failure to examine such documents and any errors made in the preparation of a bid are at the Bidder's own risk.

The dates contained in this ITB are for informational purposes only. The County makes no warranty as to the accuracy of the dates. Each Bidder shall make its own examination, investigation and research regarding the proper method of doing the work under this ITB and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of work to be performed. The Bidder agrees that it has satisfied itself by Bidder's own investigation and research regarding all such conditions, and that Bidder's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and the Bidder shall make no claim against the County because of any of the estimates, statements, or interpretations made by any officer or agent of the County that may prove to be erroneous in any respect.

### 3.4 MODIFICATION/WITHDRAWAL OF BIDS

Written requests to modify or withdraw a Bid received by the County prior to the scheduled time of closing (i.e., 3:00 p.m. PT on the Bid Due Date) will be accepted and will be corrected after opening. No oral requests will be allowed. Requests to modify or withdraw a bid must be addressed and labeled in the same manner as the Bid and marked as a MODIFICATION or WITHDRAWAL of the Bid. Requests for withdrawal after the time of closing will be allowed at the County's sole discretion.

### 3.5 BID FIRM OFFER

Bid shall remain firm and unaltered after the time of closing (i.e., 3:00 p.m. PT on the Bid Due Date) and for ninety (90) calendar days from such date. The County and the Bidder may mutually

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

agree to extend the period during which the Bid shall remain firm and unaltered.

### **3.6 BIDS ARE PUBLIC RECORD**

If your Bid contains information considered to be exempt from the Public Records Act, Section 42.56 Revised Code of Washington (RCW), those items must be clearly marked as such and may be returned to you upon request once contract award has been determined.

### **3.7 CANCELLATION**

This ITB may be cancelled at any time and all bids may be rejected in whole or in part if the County determined such action to be in the best interest of Thurston County.

### **3.8 NO OBLIGATION**

This solicitation in no manner obligates Thurston County or any of its departments to use any of the proposed services until a valid written contract is awarded and approved by the appropriate authorities.

### **3.9 EXPENSES INCURRED**

The County will not be responsible for any costs associated with participation in this ITB to include, but not limited to, preparation, submission, or presentation; interviews, if held; negotiation process; and contract execution. All expenses related to the Bid are the sole responsibility of the Bidder.

### **3.10 NONDISCRIMINATION**

Thurston County hereby notifies all Bidders that it will affirmatively ensure that all will be afforded full opportunity to submit a Bid in response to this solicitation and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400.

### **3.11 PROTEST PROCEDURES**

1. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of this contract may protest to the County in accordance with the procedures set forth herein. Protests based on the terms of the Invitation to Bid, which are apparent prior to bid submission deadline must be received seven (7) days prior to the submittal deadline. Protests based on other events must be received within two (2) business days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based. Protests will not be accepted any later than two (2) full business days following bid opening. Further, a protest will not be considered if all bids are rejected or if the protest is received after the award for this contract.

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

2. In order to be considered, a protest shall be in writing and shall include: the name and address of the aggrieved person, the contract title under which the protest is submitted; a detailed description of the specific grounds for protest and any supporting documentation; and the specific ruling or relief requested.

The written protest shall be emailed to: [cody.fortman@co.thurston.wa.us](mailto:cody.fortman@co.thurston.wa.us) , and shall be labelled “Protest Atrium Furniture Fixtures, and Equipment”

3. Upon receipt of a written protest, the County shall promptly consider the protest. The County, at its discretion, may give notice of the protest and its basis to other persons, including any other Bidders involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the County, the County shall promptly respond in writing indicating its decision relating to the protest.

4. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the Invitation to Bid or award. Any Bidder submitting a bid shall be deemed to have accepted these procedures.

5. If the County receives a written protest meeting the requirements set forth herein from a Bidder, the County will not execute a contract with anyone other than the protesting bidder without first providing at least two full business days’ written notice of the County’s intent to execute a contract for the project, provided that the protesting bidder has submitted timely notice of its protest.

### **SECTION 4 – BID PREPARATION AND SUBMISSION INSTRUCTIONS**

#### **4.1 BID DUE DATE AND TIME**

Bids prepared in accordance with the ITB will be received by the County at the address below, until 3:00 p.m., PT on the Bid Due Date. Sealed Bids must be delivered via certified mail, express delivery, or courier to the address below. Late Bids will not be considered for selection and will be returned to the Bidder unopened. The County is not responsible for late or misdirected delivery of Bids.

A Bidder may submit in a sealed package which consist of: one (1) original, three (3) duplicate copy sets, and one (1) electronic copy of the Bid and Attachments. The original shall be marked ORIGINAL and all other hard copies marked COPY. Bidder shall submit with its Bid, an exact duplicate of the original Bid and all associated files on USB Flash Drive in Adobe Acrobat™ format Version 7.0 or higher. If multiple flash drives are used, Bidder shall label the content on each disk/drive. Each package shall be clearly marked on the outside with the following label:



# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

Bidder's name and address shall be on the outside of the envelope or container. Deliver responses to:

Thurston County Central Services  
2000 Lakeridge Drive S.W.  
Suite # 032 (Basement)  
Olympia, WA. 98502  
*Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday*  
*Phone: 360-867-2949*

### 4.2 BID CONTENTS

THE REQUIRED BID CONTENTS AND ORDER OF THE CONTENTS FOR THE BID SHALL BE ASFOLLOWS.

Cover Letter: Name, address, phone number, fax number, email address, date of submission, and ITB number shall appear on the cover letter to be evaluated

Bidder's Qualifications and Experience: Bidders shall provide evidence of qualifications by submitting the following: A list of projects of similar size and scope to this project. The information about each project shall include the following:

- Owner's name and contact information for the owner's representative
- Awarded contract amount
- Final contract amount
- A description of the scope of the project and how the project is similar to this project

Cost Bid: Submit a Firm-Fixed Price Quote for all work described in the ITB package. Provide supporting documentation for estimated hours, hourly labor rates and calculations for design, project management, security, delivery and installation. Describe methods used to calculate quantity of the various types and sizes of workstation. Prevailing wage is required for this project.

Technical Specification Sheets: Provide product manufacturers data; explain how products meets or exceeds specification requirements. Do not provide non-requested information or technical specification books. Show that the products meets the basis of design intent, has comparable finishes and fabrics that meet the specifications, comparable color palette, etc.

#### Project Schedule:

The schedule shall show when the Contractor plans to begin and complete all deliveries and installation work, identify significant milestones to include design, ordering, delivery, installation, punch-list, and deliverable documents; show each major phase of the project begin and end times. Anticipated 4-week schedule to deliver and install furniture. Effort to be phased by area and floor as appropriate for larger construction schedule.

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

Construction schedule is dynamic and is subject to variation due to supply chain issues, etc. Contractor must be able to integrate into project team and work together to deliver and install furniture as areas of construction are completed. Thurston County has a required by delivery and installation date of no later than 8/22/2022.

### Bidder Responsibility Form:

The Bidder shall submit a completed Responsibility Form provided in attachments.

## **SECTION 5 - EVALUATION AND SELECTION**

This Section describes the method the County will use to evaluate Bids received in response to this solicitation.

### **5.1 INITIAL SCREENING OF BIDS**

All Bids will be initially screened for responsiveness and the minimum qualifications outlined in this solicitation. Those Bids that do not clearly meet the minimum qualifications may be considered nonresponsive and may not be further evaluated.

### **5.2 SELECTION**

The County will award the bid to the lowest responsible bidder.

Thurston County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure.

### **5.3 BOARD APPROVAL AND CONTRACT EXECUTION**

The County will be required to make a recommendation to, and obtain approval from, the Board of County Commissioners prior to any contract award.

Once the County has finalized and issued the Contract for signature, the successful contractor must sign the contract and provide any outstanding documents, including, but not limited to, certificates of insurance and W-9 (or equivalent). The County will sign the Contract only upon receipt of all required documents.

## **SECTION 6 - CONTRACT TERMS AND CONDITIONS**

The following is a sample of the contract that will be entered into between Thurston County (the "County") and the successful bidder (the "Consultant") with incomplete information to be added based upon the final negotiations between the County and the successful bidder. Bidders who want additional or modified contract terms must include the requested change(s) in their initial submittal in order for the change(s) to be subsequently considered. Note that any contract negotiated between the County and a successful bidder is subject to review by a County attorney and approval by the Board of County Commissioners prior to being submitted to that

**INVITATION TO BID**  
**Furniture, Fixtures, Equipment**  
**with installation.**

bidder for signature and final execution by the County.

GOODS AND SERVICES CONTRACT  
THURSTON COUNTY/\_\_\_\_\_.

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**County**," and \_\_\_\_\_, with its principal offices at \_\_\_\_\_, hereinafter "**Contractor**," collectively referred to as "parties" and individually as "party."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **DURATION OF CONTRACT**

The term of this Contract shall begin on the date last executed below through **MM/DD/YYYY** unless renewed or terminated sooner as provided herein. Time is of the essence in the performance of this Contract. The Contractor shall complete all work required by this Contract no later than the termination date above.

2. GOODS AND **SERVICES PROVIDED BY THE CONTRACTOR**

The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Contract.

The Contractor shall provide the following goods and services:

\_\_Timely provide and install all FFE listed in inventory and as per attached design and configuration documents, including all electrical whips connectors, power poles, etc.

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a. A detailed description of the goods and services to be performed by the Contractor is set forth in Exhibit A, attached hereto and incorporated herein by reference. The time of delivery of the goods and of performance of the services is of the essence of the Contract.

b. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the County.

c. The Contractor shall perform according to standard industry practice of the work specified by this Contract.

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

d. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The Contractor shall, from time to time, during the progress of the work, confer with the County. At the County's request, the Contractor shall prepare and present status reports on its work.

### 3. SERVICES PROVIDED BY THE COUNTY

In order to assist the Contractor in fulfilling its duties under this Contract, the County may provide the following:

a. Relevant information as exists to assist the Contractor with the performance of the Contractor's services.

b. Coordination with other County Departments or other Consultants as deemed necessary by the County for the performance of the Contractor's services.

c. Other information identified in Exhibit A to be provided by the County.

### 4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Contractor:

Name of Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

b. For County:

Name of Representative: Christopher Helmer \_\_\_\_\_

Title: Capital Project Manager III \_\_\_\_\_

Mailing Address: 2000 Lakeridge Drive SW Suite #032 \_\_\_\_\_

City, State and Zip Code: Olympia, WA 98502 \_\_\_\_\_

Telephone Number: 360-763-8403 \_\_\_\_\_

E-mail Address: christopher.helmer@co.thurston.wa.us \_\_\_\_\_

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

### 5. COMPENSATION

a. For the goods provided and services performed hereunder, the Contractor shall be paid as set forth in Exhibit B, attached hereto and incorporated herein by reference. The maximum total amount payable by the County to the Contractor under this Contract shall not exceed \$\_\_\_\_\_.

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit B for partial payment of work completed to date. Invoices shall cover the time Contractor performed work for the County during the billing period. The County shall pay the Contractor for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

c. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract and any exhibits or attachments incorporated by reference into this Contract. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the County.

d. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten days following notice from the County, then the County may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

e. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any invoices presented for payment prior to the execution of the Contract or after its termination.

### 6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

### 7. HOLD HARMLESS AND INDEMNIFICATION

a. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the COUNTY, and its departments, elected and appointed officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, which (1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents, representatives, volunteers, partners, shareholders, subcontractors or anyone for whose acts any of them may be liable, or (2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever and assertions that information supplied or used by the Contractor or subcontractors in any tier violates or infringes any patent, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

b. In any and all claims against the County, its officers, officials, employees, agents and volunteers by any employee or former employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workers' compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such acts. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties. **The Contractor agrees that the provisions of this subsection shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.**

c. The CONTRACTOR'S indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, performance of this Contract, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents, representatives or subcontractors.

d. In the event the CONTRACTOR enters into subcontracts to the extent allowed under this Contract, the CONTRACTOR'S subcontractors shall indemnify the COUNTY on a basis equal to or exceeding the CONTRACTOR'S indemnity obligations to the COUNTY.

e. The foregoing indemnification obligations of the Contractor are a material inducement to the County to enter into this Contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

f. The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Contract.

### 8. THIRD PARTY CLAIMS HANDLING

a. The party seeking indemnification hereunder shall promptly notify the other party from whom indemnification is sought in writing of any Claim asserted against it and promptly deliver a true copy of any Summons or other process, pleading or notice issued in any lawsuit or claim.

b. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial and defense of such lawsuit or action (including all negotiations to effect settlement), any appeal arising from it and employ or engage attorneys of its own choice.

c. The party seeking indemnification may, at its sole cost, participate in such investigation, trial and defense of such lawsuit or action and any appeal arising from same. Such participation shall not constitute a waiver of the indemnifying party's obligations under this Contract.

d. Each party to this Contract, its employees, agents, servants and representatives shall provide full cooperation to the other at all times during the pendency of the claim or lawsuit, including, without limitation, providing one another with all available information concerning the claim.

### 9. INSURANCE

#### 1. Contractor shall provide evidence of:

a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

i. Contractor agrees to endorse third party liability coverage required herein to include as additional insureds County, its officials, employees and agents, using ISO endorsement CG 20 10 with an edition date prior to 2004. [If this is a construction contract, ISO endorsement 20 37 also is required.] Contractor also agrees to require all contractors, subcontractors, and anyone else involved in this Contract on behalf of the Contractor (hereinafter "indemnifying parties") to comply with these provisions.

ii. The policy shall be primary, and non-contributory, with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, agents and volunteers.

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

iii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. **Workers' Compensation** as required by Title 51 RCW, and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. Contractor domiciled out of state shall maintain coverage on a state-approved policy form providing statutory benefits as required by law.

c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

d. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000 per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

e. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

### 2. **Other Insurance Requirements:**

a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents or volunteers.

b. The Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

c. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Where Professional Liability is written on a claims made form, the Contractor must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project



# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

d. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.

e. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County, or must specifically allow the named insured to waive subrogation prior to a loss.

f. All coverage types and limits required are subject to approval, modification and additional requirements by the County. Contractor shall not make any reductions in scope or limits of coverage that may affect County's protection without County's prior written consent.

g. It is acknowledged by the parties to this Contract that all insurance coverage required to be provided by Contractor or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.

h. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.

i. The limits of insurance as described above shall be considered as minimum requirements. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. Should any coverage carried by the Contractor or a subcontractor of any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured and those limits shall become the required minimum limits of insurance in all Paragraphs and Sections of this Contract.

### **3. Verification of Coverage and Acceptability of Insurers:**

a. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

b. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance shall be delivered to County prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, County has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.

c. Contractor will renew the required coverage annually as long as County, or its employees or agents face an exposure from operations of any type pursuant to this Contract. This obligation applies whether or not the Contract is canceled or terminated for any reason. Termination of this obligation is not effective until County executes a written statement to that effect. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:

Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

d. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

### 10. **TERMINATION**

a. The County may terminate this Contract for convenience in whole or in part whenever the County, in its sole discretion, determines that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the termination date specified in the notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract after the date of termination.

c. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

### 11. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The Contractor shall perform the terms of this Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

### 12. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

### 13. INDEPENDENT CONTRACTOR

a. The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, 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, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent or representative of the County.

d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The Contractor agrees to immediately remove any of its employees, representatives or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's contract representative or designee.

### 14. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as now existing or hereafter adopted or amended.

### 15. INSPECTION OF BOOKS AND RECORDS AND RETENTION

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Contract. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Contract. The Contractor shall

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

keep all books and records required by this Contract for six years after termination or expiration of this Contract. This Section shall survive the termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

### 16. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

### 17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be “works made for hire” as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The County agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefore to the extent such use is agreed to in writing by the Contractor.

b. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the word processing program and version specified by the County.

### 18. DISPUTES

Differences between the Contractor and the County, arising under and by virtue of this Contract, 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. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be decided by the County’s contract representative or designee. All rulings, orders, instructions and decisions of the County’s contract representative shall be final and conclusive, subject to the Contractor’s right to seek judicial relief pursuant to Section 19.

### 19. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

### 20. CONFIDENTIALITY

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the County or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

### 21. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of this Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

### 22. ENTIRE CONTRACT

The parties agree that this Contract, its Exhibits, and the Invitation to Bid and the Contractor's Bid, incorporated herein by reference, are the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

### 23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

### 24. STANDARDS, ACCEPTANCE, RISK OF LOSS, WARRANTY

1. Warranties. The Contractor warrants and represents to the County as follows:

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

a. The Contractor has free and unencumbered title and the right to sell the goods to the County.

b. All goods will: i) be free from defects, and errors or omissions in design, materials and workmanship; ii) comply in every respect with any relevant specification, industry standards, samples, drawings, and the Contract; iii) be newly manufactured, of first quality and not end of life; iv) adequately marked, labeled, contained, and packaged to prevent damage or deterioration during transport; v) be able to be used, assembled, handled, stored, dismantled, decommissioned, and disposed of without risk to the health or safety of any person; vi) be of good and merchantable quality; and vii) of satisfactory quality and fit for the purpose for which the County has made known to the Contractor, or, where the County does not make any purpose known to the Contractor, for the purpose for which the goods are normally used.

c. All services will: i) be performed with due care, diligence, and skill, in a professional, efficient, and safe manner, and to best industry standards; ii) be performed by appropriately qualified and experienced personnel, iii) be fit for the ordinary purpose for which they are intended; and iv) comply with every relevant specification, industry standards, and the Contract. The Contractor shall devote such time, energy, attention, and efforts to the services provided under this Contract in order to promptly, efficiently, and satisfactorily provide all services.

d. The Contractor will do all acts, matters, and things that may be necessary for and incidental to the proper and efficient supply of the goods and services. The Contractor and its personnel will comply with all laws and standards relating to the supply of the goods and services, including the County's standards, policies, procedures and directions, and obtain all necessary licenses, consents, permits, and approvals to supply the goods and services. The Contractor shall keep the County informed of the progress of the goods and services in the manner, method, and intervals requested by the County.

e. The Contractor and its personnel: i) are competent and have all necessary and appropriate skills, training, background, and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them; ii) will behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice; iii) understand and agree to the requirements of this Contract which are relevant to them; and iv) when accessing the County locations, will comply with any security, occupational health, and safety and other policies and procedures specified by the County from time to time.

f. Contractor will ensure that the County will obtain the benefit of all warranties given by all manufacturers, subcontractors, suppliers, and other relevant third parties in relation to the goods and services; and that the supply, and use, of any goods and services does not and will not contravene any laws or infringe the rights of a third party (including any Intellectual Property Rights). During any applicable Warranty Period, the Contractor shall, at no additional charge to the County and without prejudice to any other rights or remedies of the County, repair or replace any goods or services that do not comply with any of the applicable warranties.

# INVITATION TO BID

## Furniture, Fixtures, Equipment with installation.

### 2. Inspection, Testing, and Acceptance:

a. All goods and services are subject to final inspection and acceptance by the County. In the event of nonconforming goods and/or services, the County may elect to do any or all of the following: i) waive the non-conformance; ii) stop the work immediately; iii) require the Contractor to bring goods and services into compliance; and/or iv) terminate the Contract and seek all remedies available in law and in equity. The Contractor agrees to diligently correct any work and replace any goods and services or make alterations necessary to meet specification requirements free of cost to the County. Inspection, testing, acceptance, or use of the goods and services will not affect the Contractor's obligation under the warranty. All warranties shall survive inspection, testing, acceptance, and use.

### 3. Title and Risk of Loss:

a. Title to all goods and services will vest in the County upon delivery to the County unless expressly agreed otherwise. Risk of loss for goods will pass to the County when the County actually receives and accepts the goods at the point of delivery. All work shall be performed at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. All goods failing to conform to the Contract shall be held at the Contractor's risk and may be returned to the Contractor.

### 4. Damage to Premises:

a. The Contractor shall perform all work so that no damage to the premises or property results. The Contractor shall at its sole expense repair any damage caused to the satisfaction of the County. The Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, the Contractor shall at its sole expense, repair and finish in a manner which matches existing material as approved by the County.

### 5. Product Discontinuance:

a. Should a product or model identified in the Contract be subsequently discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request prior permission from the County to substitute a new product or model and shall provide the County with documentation from the manufacturer confirming that the product or model has been discontinued and identifying the names of the replacement product or model. All replacements shall meet or exceed all Contract specifications, be compatible with all the functions or uses of the discontinued product or model, and be at a price equal to or less than the discontinued product or model.

**The parties hereto acknowledge that the waiver of immunity set out in subsection 7.b. was mutually negotiated and specifically agreed to by the parties herein.**



**INVITATION TO BID**  
**Furniture, Fixtures, Equipment**  
**with installation.**

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR:  
COMMISSIONERS  
Washington

For the  
BOARD OF COUNTY  
Thurston County,

Firm: \_\_\_\_\_  
\_\_\_\_\_

By:

By: \_\_\_\_\_  
\_\_\_\_\_

Title:

Signature: \_\_\_\_\_  
Department/Office: \_\_\_\_\_  
(Authorized Representative)

Date \_\_\_\_\_  
\_\_\_\_\_

Date

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

JON TUNHEIM  
PROSECUTING ATTORNEY

By: \_\_\_\_\_  
Scott Cushing, Senior Deputy Prosecuting Attorney

**INVITATION TO BID**  
**Furniture, Fixtures, Equipment**  
**with installation.**

EXHIBIT A

GOODS AND SERVICES CONTRACT

THURSTON COUNTY/\_\_\_\_\_

**SCOPE OF SERVICES**

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

As specified in the Invitation to Bid and Contractor's Bid, attached hereto and incorporated herein by reference.

**INVITATION TO BID**  
**Furniture, Fixtures, Equipment**  
**with installation.**

EXHIBIT B

GOODS AND SERVICES CONTRACT

THURSTON COUNTY/\_\_\_\_\_

**COMPENSATION**

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

As specified in Contractor's Bid, attached hereto and incorporated herein by reference.

In addition to the amounts specified in the bid, if Contractor achieves "substantial completion" on or before DATE (the "First Early Completion Date"), the County will pay the contractor \$150,000 in addition to the bid price.

If Contractor achieves substantial completion after the First Early Completion Date but prior to DATE#2 (the "Second Early Completion Date"), the County will pay the Contractor \$100,000 in addition to the bid price.

For the purposes of determining if the Contractor is entitled to this additional compensation, "substantial completion" means that point at which the goods and services have been provided at a level of completion in substantial compliance with the Contract such that the County can enjoy use and can use or operate it in all respects for its intended purpose.

Substantial Completion means the delivery and installation of all furniture, fixtures and equipment (FFE) is sufficiently complete in accordance with the Contract Documents so that the tenants can occupy or utilize the delivered FFE for the use for which it is intended. This means that FFE has been installed, Commissioned and left safe for tenant use. The parties shall jointly inspect the delivery and installation of FFE on or about the date of Substantial Completion and shall jointly prepare and initial a list of all Punchlist Items, all of which vendor shall diligently endeavor to complete within thirty (30) days thereafter. "Punch List" means the list of items of FFE and installation, if any, that require correction, repair, or replacement and do not materially affect Tenant's ability to use FFE. Owner will use reasonable efforts to cause the contractor to complete all Punch List Items within thirty (30) days after acceptance and agreed upon substantial completion date.

**INVITATION TO BID**  
**Furniture, Fixtures, Equipment**  
**with installation.**

**SECTION 7 – Forms will be uploaded as attachments and separate from this document. Please refer to <https://www.thurstoncountywa.gov/tchome/Pages/ITBrfq.aspx> for the attachments.**