



**Thurston County, Washington**

2000 Lakeridge Drive SW  
Olympia, Washington 98512

**REQUEST FOR PROPOSAL (RFP)  
Furniture, Fixtures, Equipment with  
installation.**

**Solicitation Documents**

**RFP Issuance Date:** 3/04/2022

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

**Proposal Due Date**

**Proposals are due by** 3:00 p.m. PT on March 25, 2022

**Proposal Acceptance Location**

**Sealed Proposal 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*

**Pre-Proposal Conference/Site Visit**

3/11/2022

Please RSVP via email to [cody.fortman@co.thurston.wa.us](mailto:cody.fortman@co.thurston.wa.us) before 3/10/2022. Once you RSVP we will send you an invite to the meeting.

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

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- 1. FURNITURE ITEMS FOR RFP**
- 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**

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**SECTION 1 – INTRODUCTION/PURPOSE**

**1.1 INTRODUCTION**

Thurston County, Washington, Department of Central Services is soliciting Proposals from qualified firms or individuals to provide cost proposals 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:**

Following are the minimum qualifications and licensing requirements that proposing firms must meet in order to submit a response to this RFP. Proposals must clearly show compliance to these minimum qualifications. Proposals 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, and equipped to perform the relevant work.

B. Qualified Proposers must have worked on projects and supplied equipment and services of similar size and scope within 5 years prior to this RFP.

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

E. Proposers must not have had any lawsuits with judgments against the Proposer in the five years prior to the Proposal submittal date.

F. Qualified firms should have expertise in working with local government in Washington State and expertise in complying with relevant provisions of Washington State and local law.

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### 1.4 PROCUREMENT NOTIFICATION:

This project is a formal competitive procurement and will be advertised in 'The Olympian' and is open to all qualified contractors. All solicitation documents, including addenda, are published on the Thurston County website at <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>.

## SECTION 2 – OVERVIEW OF SERVICES REQUESTED

### 2.1 DESCRIPTION

Thurston County, Washington, requests Proposals from qualified firms or individuals to provide equipment and services as indicated in this RFP 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

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Laboratories (UL) requirements.

2. Compliance with specific building and fire code restrictions.
3. Multiple options available including materials, finishes, designs, sizes, functions, etc.
4. 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.
5. All workspace desks will be adjustable height.
6. Compliance with Accessibility laws, where required.
7. Standard and Quick-ship lead times.
8. Warranty
9. Please provide information about all cable management solutions included, particularly at typical workstations (desks and spines / panels), and at training tables.
10. 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.
11. 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 RFP package

## SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS

### 3.1 PROCUREMENT SCHEDULE

Following is the procurement schedule for this RFP. 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	03/04/2022
Pre-Proposal Inquiries Due	03/16/2022
Proposals Due	03/25/2022
Proposal Evaluations/Negotiations	3/30/2022
Executed Contract	4/15/2022

### 3.2 PRE-PROPOSAL CONFERENCE/SITE VISIT

There will be a scheduled Pre-Proposal Conference. Conference scheduled for 3/11/2022.

### 3.3 PRE-PROPOSAL INQUIRIES AND ADDENDUM

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It is the responsibility of each Proposer to examine the entire RFP and, as necessary, seek clarification (inquiries). This RFP may only be modified by a written addendum issued by the County. Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP.

All inquiries regarding this RFP 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-proposal Inquiries (PPIs) must clearly identify the name of the inquiring firm or person and the RFP number, title, and section/page number. The deadline for receipt of pre-proposal inquiries from Proposer is 3:00 p.m. (PT) on **March 16, 2022**.

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

### **3.4 EXAMINATION BY PROPOSER**

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

The dates contained in this RFP are for informational purposes only. The County makes no warranty as to the accuracy of the dates. Each Proposer shall make its own examination, investigation and research regarding the proper method of doing the work under this RFP 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 Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all such conditions, and that Proposer's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and the Proposer 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.

### **3.5 MODIFICATION/WITHDRAWAL OF PROPOSALS**

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

### **3.6 PROPOSAL FIRM OFFER**

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Proposal shall remain firm and unaltered after the time of closing (i.e., 3:00 p.m. PT on the Proposal Due Date) and for ninety (90) calendar days from such date. The County and the Proposer may mutually agree to extend the period during which the Proposal shall remain firm and unaltered.

### **3.7 PROPOSALS ARE PUBLIC RECORD**

If your Proposal 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.

### **3.8 CANCELLATION**

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

### **3.9 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.

### **3.10 EXPENSES INCURRED**

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

### **3.11 NONDISCRIMINATION**

Thurston County hereby notifies all Proposers that it will affirmatively ensure that all will be afforded full opportunity to submit a Proposal 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.

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

### **4.1 PROPOSAL DUE DATE AND TIME**

Proposals prepared in accordance with the RFP will be received by the County at the address below, until 3:00 p.m., PT on the Proposal Due Date. Sealed Proposals must be delivered via certified mail, express delivery, or courier to the address below. Emailed proposals can be sent to [Cody.Fortman@co.thurston.wa.us](mailto:Cody.Fortman@co.thurston.wa.us) subject line RFP FFE Atrium. Late Proposals will not be considered for selection and will be returned to the Proposer unopened. The County is not responsible for late or misdirected delivery of Proposals.

Since there is CAD or REVIT drawing submissions the preference would be to submit these documents via email. A Proposer may submit in a sealed package which consist of: one (1)

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

Proposer'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 PROPOSAL CONTENTS

THE REQUIRED PROPOSAL CONTENTS AND ORDER OF THE CONTENTS FOR THE PROPOSAL SHALL BE AS FOLLOWS.

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

Proposer's Qualifications and Experience: Provide a list of three similar projects completed within the last three (3) years.

Cost Proposal: Submit a Firm-Fixed Price Quote for all work described in the RFP 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 Approach: Technical information must include information that demonstrates the Contractor's understanding of the requirements and the capability of the firm to perform the work described in the scope of work for this project within the stated period of performance.

a. Management Plan/Strategy: Each proposer shall describe their proposed solution, strategy, quality control, subcontract/teaming arrangements, and interaction with the distributor/dealer for this effort. Each Contractor shall provide a specific plan that addresses the staffing plan and rationale, and other resources that will be committed. Proposer shall discuss their approach in meeting the installation dates identified in the SOW. No more than five pages, double sided, 10 pitch, single spaced.



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b. “Typical” sample workstations information sheets: Submittal must mirror RFP technical information provided by owner. CAD or REVIT formatted drawings will be required and will be used to ensure submitted configurations match design documents.

c. Draw typical referenced in the SOW to demonstrate understanding of the requirement. See Attachment 3 (LVL 2 Furniture CAD) – Sample Typical Workstation

d. 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.

e. Warranty Information: State warranty periods for products with your quotes.

### 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, punchlist, 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.

Thurston County understands the current market state and has included move in dates for reference only.

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

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

### **5.1 INITIAL SCREENING OF PROPOSALS**

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

### **5.2 EVALUATION CRITERIA**

The County will evaluate and score the Proposals based on the following criteria:

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<b>Minimum Qualifications identified in para 1.3 have been met</b>	Go/No Go
<b>Proposer’s Qualifications and Experience</b>	20

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<b>Cost Proposal</b>	25
<b>Technical Approach</b>	25
<b>Project Schedule</b>	30
<b>Total</b>	100

### 5.3 INTERVIEWS

Interviews will be held at the sole option of the County. Proposers selected for interviews will be selected at the sole discretion of the County. If interviews are conducted, the selected Proposer should plan to have the identified key personnel assigned to the project team make the presentation. Selected Proposers may be asked to provide supplemental or additional information for review by the evaluation committee prior to the interviews. The interviews may be conducted electronically.

### 5.4 EVALUATION PROCESS

The County will evaluate and rank the Proposals according to the evaluation criteria in Section 5.2. If interviews are held, then the County will score the firms interviewed and conduct a final evaluation and ranking of the Proposers based on the criteria listed in Section 5.2 and interviews.

### 5.5 SELECTION AND NEGOTIATION

The County will select the highest-ranked qualified Proposer based on the criteria and evaluation process outlined above. The County will initiate negotiations (as necessary) with the Proposer who, in the sole opinion of the County, best meets the County's needs as outlined in this solicitation.

The County intends to award without discussions/negotiations based on the pricing submitted with the Proposal but reserves the right to hold discussions/negotiations with the highest ranked Proposer on any aspect of the contract and/or fee schedule for purposes of executing the Contract.

Although the County may open discussions with the highest-ranked Proposer, consideration or negotiations resulting in a contract are not guaranteed. If the County is unsuccessful in negotiating with the selected Proposer or if negotiations do not proceed in a timely fashion, the County reserves the option to terminate negotiations and proceed with the next-highest ranked Proposer, and so on, until an agreement is reached with one of the Proposers or the process is

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terminated.

**5.6 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 proposer (the "Consultant") with incomplete information to be added based upon the final negotiations between the County and the successful proposer. Proposers 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 proposer is subject to review by a County attorney and approval by the Board of County Commissioners prior to being submitted to that proposer for signature and final execution by the County.

**PROFESSIONAL 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**."

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, and shall terminate on \_\_\_\_\_.

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**2. 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/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

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a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

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.

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 shall 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 necessary for the performance of the CONTRACTOR'S services.

c. Services documents, or other information identified in Exhibit A.

**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:

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a. For CONTRACTOR:

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

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

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

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

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

Fax Number: \_\_\_\_\_

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

b. For COUNTY:

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

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

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

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

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

Fax Number: \_\_\_\_\_

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

**5. COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is 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. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work 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 (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. 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 (10) days following notice from the

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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 the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or 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 both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

### 7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any 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 Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and

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defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

### 8. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$1,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. 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.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$5,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$5,000,000.

i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents, and the Building Owner – DM Ventures Pacific LLC as additional insureds with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY or Building Owner as additional insureds.

iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.

iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.

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v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. **Other Insurance Provisions:**

i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

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

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

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

v. 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.

vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. **Verification of Coverage and Acceptability of Insurers:** 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 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.

i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

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

iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services.



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The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

iv. 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.

**9. TERMINATION**

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) 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 date of such 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, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) 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 under subsection a of this section.

**10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The CONTRACTOR shall perform the terms of the 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.

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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

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## Furniture, Fixtures, Equipment with installation.

### 11. 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.

### 12. 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 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.

### 13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

### 14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

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**15. 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.

**16. OWNERSHIP OF MATERIALS/WORK PRODUCED**

a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or 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 job using the word processing program and version specified by the COUNTY.

**17. 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 and/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 18.

**18. 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 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.

**19. 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

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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 the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

**20. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**21. 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 may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

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

BOARD OF COUNTY COMMISSIONERS  
CONTRACTOR:

For the  
Thurston County, Washington

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

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

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

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

Signature: \_\_\_\_\_  
(Authorized Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

Thurston County Furniture, Fixtures,  
Equipment with Installation

**REQUEST FOR PROPOSAL**  
**Furniture, Fixtures, Equipment**  
**with installation.**

Approved as to form:

\_\_\_\_\_

JON TUNHEIM  
PROSECUTING ATTORNEY

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

\_\_\_\_\_, Deputy Prosecuting Attorney

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EXHIBIT A

PROFESSIONAL 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:

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

EXHIBIT B

**COMPENSATION**

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

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