



**THURSTON COUNTY**  
**WASHINGTON**

# Scheduling and Time Management System

## REQUEST FOR PROPOSAL

THURSTON COUNTY  
2000 LAKERIDGE DRIVE SW, OLYMPIA WA 98502

# Application System Replacement Request for Proposal

Thurston County  
Central Services Information Technology

## 1. Purpose

The Thurston County Sheriff's Office (hereafter referred to as TCSO or "the County") is seeking an information system to perform the functions of workforce scheduling and time management. The purpose of this RFP is to solicit proposals for the most appropriate scheduling and time management system from a qualified Vendor at a firm, fixed price, including implementation services. (For the purposes of this RFP, a "Vendor" is a company that can provide goods and/or services to Thurston County; a "Proposer" is a Vendor who has submitted a response to this RFP; and a "Contractor" is a Vendor with whom the County has contracted for goods and/or services.) The County prefers to purchase an existing system that is commercially available without major customizations, in use by other similar agencies in other jurisdictions of a similar size and complexity, and proven to operate effectively over time.

The County prefers to purchase from a Vendor who has demonstrated long-term viability as a company and a long-term commitment to customers through regular product enhancements and on-going support.

The County is seeking a Vendor that provides a proven, effective, and carefully structured approach to implementation of the chosen system. In this context, implementation refers to all efforts required to provide a complete and functioning system and to prepare TCSO to use it effectively. This includes technology and implementation planning, detailed design, interfaces, software integration, designing minimal software modifications, testing, training, data conversion, end user and technical documentation, project management, implementation change management, and post-implementation warranty support as described in the Statement of Work (Section 5).

Although the County is requesting proposals for complete systems, including software, and services that include any, and all, third-party components, the County at its sole discretion may choose not to acquire all optional system components. The County may also exercise the option to procure third-party components directly, in addition to or in lieu of any identified in specific proposals.

The County expects to fully implement the selected scheduling and time management system by or before December 31, 2017.

The County intends to award to the highest ranked Vendor that will assume financial and legal responsibility for the contract. Proposals that include multiple vendors must clearly identify one Vendor as the "prime contractor" and all others as subcontractors.

The County reserves the right to reject any or all Vendors whose software and implementation proposals do not adequately meet the County's stated Mandatory Requirements (identified in the Requirements Matrix) or the price of which exceeds the amount that the County determines it is able to afford for this procurement.

## **2. Background**

The currently-used scheduling and time management application, Kronos Telestaff, was acquired and installed in 2007, and the County has paid annual maintenance costs to the original vendor for continued application support. Telestaff is owned and sold by Kronos Incorporated, and is currently in distribution at version 6.1 - more than three major versions later than the version currently in production at Thurston County. The Telestaff application is used daily by all Sheriff's Office employees.

Kronos Telestaff currently runs in production, at Thurston County, on version 2.8. The application is installed on a Windows 2008 R2 SP1 virtual machine deployed on VMware's ESXi 6 hypervisor. The VM is allotted 4 GB RAM, and the application is currently configured to utilize Sybase 12 as a backend database for all application data. Sybase 12 is installed locally on the same instance as the Telestaff application and manages three Telestaff databases: a 224 MB database to manage all time data for 126 correctional officers, a 192 MB database to manage 110 patrol officers' time, and a test database of the same schema used for testing and backups. New production Telestaff data is manually exported to a comma separated values (CSV) file semi-monthly and manually imported into Tyler Technology's Eden payroll system software to perform payroll processing.

Since Telestaff was first implemented over a decade ago, it has failed to keep up with the needs of the Thurston County Sheriff's Office (TCSO). The application allows users to enter inaccurate data that requires payroll staff to conduct manual audits to ensure that staff are paid correctly based on labor agreements. Telestaff is nearing the end of the time period in which Kronos will support the software. In addition, when the county upgrades to Windows 10, payroll staff will no longer be able to pull all reports out of Telestaff to process payroll. The only workarounds for this issue are to keep payroll staff on the County's current version of Windows or to have the affected clients use a centralized Virtual Machine (Citrix server) to access the Telestaff reports.

Given the many detailed requirements that Thurston County has for a workforce scheduling and time management system, it was determined that a Request for Proposal (RFP) would be issued, seeking a replacement system from as large of a solicitation pool as possible.

## **3. Project Goal and Objectives**

The county desires to replace or upgrade the existing workforce scheduling and time management system, that is currently in use by the Thurston County Sheriff's Office. The

replacement system must meet all of the County's mandatory system, functional, and security requirements, and a majority of preferred requirements, as identified in the attached requirements matrix.

#### **4. Scope**

The full scope of the Scheduling and Time Management System project will include:

- the deployment of a new time management application for use by the Thurston County Sheriff's Office for performing all timekeeping and scheduling processes
- integrating the new time management system with existing County enterprise payroll systems
- training TCSO staff on using the new time management system
- providing on-going maintenance activities required by the new time management system
- decommissioning existing Kronos Telestaff system components

The scope of the Scheduling and Time Management System project does not include:

- examining, enhancing, or migrating timekeeping or scheduling systems used by County personnel outside the Sheriff's Office
- revising the County payroll system to conform or comply with the interfacing needs of the TCSO's time management system
- upgrading client operating systems or hardware in the TCSO
- migrating existing or historical timesheet data into the new system

#### **5. County Information Technology Architecture and Standards**

Any scheduling and time management system must adhere to Thurston County's IT architecture and maintain compatibility with the existing common computing environment at all architecture layers including data centers, network, operating systems, applications, and clients.

Data centers: The County maintains a primary data center at a county-owned facility in Olympia, WA, and a backup data center for disaster recovery in Tumwater, WA. Both data centers maintain an average 60-degree temperature utilizing air-based cooling and heat-removal technologies.

Network: 10 Gbps network backbones exist in both data centers and the data centers are connected via an MPLS 10 Gbps fiber circuit. Stationary Sheriff's Office employees have 1 Gbps shared-circuit connectivity to the data centers. The county has all remote offices connected via a Wide Area Network (WAN). Network connectivity to the various sites varies from standard T-1 (1.54mbps), high-speed broadband, to fiber connections (1 Gbps). Mobile employees have 4G wireless VPN access to the County's network. VPN access is also available for approved vendors to perform system installation,

configuration, and maintenance tasks.

Servers and applications: Thurston County utilizes virtualization where possible and is licensed for enterprise-wide usage of VMware ESXi 6. Microsoft Windows Server 2012 R2 is the standard operating system for new server installations, and SQL Server 2014 is the standard enterprise database platform. The County maintains a SharePoint 2016 server farm in Office 365 (Azure) and an on-premises SharePoint 2013 farm for internal applications and externally-facing web sites. Office 365 is also the Thurston County’s electronic mail system for all County employees and the standard authentication directory for all enterprise applications.

Clients:

The standard employee workstation is a PC configured with Windows 7 Pro or Enterprise 64-bit or Windows 10 Pro or Enterprise 64-bit. PC configurations include a minimum of Intel Core i5 3.5 GHz, and at least 8 GB of RAM. All new PCs are being delivered in the county’s active directory. The standard office automation software suite is Microsoft Office 2013 or higher, and clients are provided default installations of Internet Explorer 11 and Google Chrome 59 browsers for web application usage. Users have the option of using personal or county supplied mobile devices running iOS or Android.

**6. Statement of Work**

Thurston County expects the selected Vendor (“Contractor”) to take the lead in the implementation of the software. Specifically, Thurston County expects Contractor’s staff to supply the majority of the implementation labor to install and configure the software as well as to provide project leadership, best practices, and tools to guide and effectively collaborate with Thurston County staff to design, implement, test, train, deploy, and stabilize a complete operational, integrated scheduling and time management system according to the requirements and functionality prescribed within this RFP.

The role of Thurston County staff is to provide subject matter expertise and participate in the project throughout the implementation process, relying on the Contractor’s extensive experience and resources in implementing this system in similar settings.

The following list of objectives details Thurston County’s desired services and associated deliverables. Contractors may offer additional services and deliverables which they believe would be beneficial to Thurston County, but must explain the purpose and content of any such additional offerings.

Objective 1: Provide project management and coordination	
Deliverable 1.1	Baseline Detailed Project Work Plan
Purpose	To establish a mutually agreed-upon project baseline before significant work occurs and to identify the specific tasks and resource levels necessary to timely deliver the elements in the Work Statement.
Content	A hierarchical work breakdown structure, including task dependencies, schedules, deliverables, and the Contractor and Thurston County resource assignments broken down to a sufficient level of detail to allow effective project control. The

	project work plan shall also include a detailed analysis of key project performance indicators and the critical path.
<b>Deliverable 1.2</b>	<b>Project Status Reports</b>
<b>Purpose</b>	To provide clear ongoing communications to stakeholders concerning the status of the project.
<b>Content</b>	<p>A biweekly report containing sufficiently detailed information to enable Thurston County to determine the status of the project and any variance from the detailed project plan, schedule, or budget. The status report will include, at a minimum:</p> <ul style="list-style-type: none"> <li>• Technical status of the project including Deliverable status, configuration status, and forecasted Deliverable status for the next reporting period</li> <li>• Resource status for the project including staff utilization</li> <li>• Schedule status for the project including task status, milestones completed, phases completed, schedule trends, and schedule summary</li> <li>• Comparison of actual percent complete versus scheduled for the work breakdown structure</li> <li>• Issues, risks, and resource constraints which are effecting or could affect progress including the proposed or actual resolution</li> <li>• Proposed changes to the project work plan, reasons for the changes, and approval/disapproval determination for any proposed changes</li> <li>• Updated detailed project work plan with approved changes highlighted</li> </ul>

<b>Objective 2: Perform initial installation</b>	
<b>Deliverable 2.1</b>	<b>Hardware Specifications</b>
<b>Purpose</b>	To provide Thurston County with all necessary hardware specifications to enable preparation of the Thurston County data center for installation of the Licensed Software at least 45 days prior to the scheduled installation. Hardware specifications must include database, application, internet, and other servers and associated data storage devices to meet all of the technical requirements specified in this RFP and in the accompanying Requirements Register.
<b>Content</b>	Detailed specifications of the Hardware and associated environmental requirements for the proposed system.
<b>Deliverable 2.2</b>	<b>Installation Certification Document</b>
<b>Purpose</b>	To certify the successful installation of the Licensed Software in the Thurston County data center or Virtual Private Cloud, and that the test, development, and production environments are functioning as necessary to support the implementation effort.
<b>Content</b>	A signed document warranting and certifying that the Licensed Software has been installed in Thurston County's test, development, and production environments, that the Licensed Software works as intended, that the installation has not degraded use of other Thurston County computer systems, that user authentication information is correctly shared with Thurston County's network user authentication application, and that the Licensed Software can be accessed via the network and can communicate with other Thurston County network resources necessary for the full functioning of the Licensed Software. The document will also summarize the components installed and describe the means used to verify the installation. If the chosen solution will exist at a cloud service provider (CSP), then the Installation Certification Document should verify that all applicable requirements and benchmarks specified in the requirements matrix,

	which are verifiable upon software installation, have been met.
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<b>Objective 3: Assist with Business Process Design, Address Gaps, and Configure Software</b>	
<b>Deliverable 3.1</b>	<b>System Configuration Documentation</b>
Purpose	To document how the system was configured and the business process decisions behind the configuration. To identify gaps where the software cannot be configured to meet desired business processes and identify resolutions for those gaps, as well as to clearly communicate the system configuration.
Content	A document that effectively describes the entire system configuration, including decisions made and the logic behind those decisions. The document will identify specific business activities that cannot be automated with the Licensed Software, describe alternative solutions, identify related cost, schedule, and design impacts, recommend solutions and document decisions. Thurston County will work in parallel to document their business processes to work with the proposed software configuration. Gaps identified in the existing system will be addressed and best practices considered in the design of the business process.
<b>Deliverable 3.2</b>	<b>Configured Software Ready for Test</b>
Purpose	To deliver a functioning set of the Licensed Software to Thurston County configured for test in accord with the System Configuration Reports. To certify that all test and production Computer System environments are functioning as necessary to support the implementation effort.
Content	The configured Licensed Software, installed on Thurston County's Computer System, including all workflows necessary to support Thurston County business operations and certification that the Licensed Software works as intended and is ready for user testing.
<b>Deliverable 3.3</b>	<b>Application Architecture Documentation</b>
Purpose	To concisely document the Licensed Software's architecture and interfaces in a manner understandable to all project participants.
Content	A document that details: <ul style="list-style-type: none"> <li>• The major modules of the software and the interfaces between them</li> <li>• For each software module, the major data inputs, functions to be performed, and major data outputs</li> <li>• All external interfaces, including a description of the information sent and received, and the method and timing of the interface</li> <li>• Data structure definitions</li> <li>• A security plan for user access rights and a template to guide Thurston County's development of a comprehensive security plan</li> </ul>

<b>Objective 4: Develop Interfaces</b>	
<b>Deliverable 4.1</b>	<b>Interface Specifications</b>
Purpose	To document the specifications for system interfaces defined in the RFP and by mutual agreement between Thurston County and the Contractor.
Content	A document that defines the specifications for necessary interfaces at a sufficient level of detail to support development of interfaces.

Deliverable 4.2	Tested Interfaces
Purpose	To deliver the real-time or near-real-time functionality that effectively connects the Licensed Software to the required interface programs.
Content	Software code and/or configuration parameters to make the interfaces specified in the Interface Specifications operational. Certification that the interfaces are working in accord with the associated specifications.

Objective 5: Perform testing	
Deliverable 5.1	Test Plan and Scripts
Purpose	To define the approach for testing of the Licensed Software.
Content	<p>A document that:</p> <ul style="list-style-type: none"> <li>• Defines the overall testing process, including unit, system, acceptance, field, and performance testing</li> <li>• Includes all necessary test scripts – these will be developed by the Contractor and must adhere to Thurston County quality standards</li> <li>• Defines a mechanism for tracking test performance and completion</li> <li>• Defines procedures for managing the test environment, including change control</li> <li>• Defines procedures for assigning severity to problems encountered</li> <li>• Defines entrance and exit criteria for each round of testing</li> </ul>
Deliverable 5.2	Tested Software
Purpose	To ensure the software as configured is ready for business use. Thurston County will conduct user acceptance testing.
Content	Software certified as ready for use/user-acceptance testing.
Deliverable 5.3	Volume/Stress Testing Report
Purpose	To conduct volume/stress testing and document the results of performance testing.
Content	<p>Completed volume/stress testing and a document that:</p> <ul style="list-style-type: none"> <li>• Describes the overall volume/stress testing process</li> <li>• Documents the volume/stress testing results and provides recommendations for improving system performance</li> <li>• Documents improvements made to tune the system for optimal performance</li> </ul>

Objective 6: Conduct training	
Deliverable 6.1	Training Plan
Purpose	To define the approach and schedule for end-user and technical systems operation/configuration training.
Content	<p>A document that:</p> <ul style="list-style-type: none"> <li>• Outlines the necessary classes and curriculum for each class</li> <li>• Provides a content outline to guide development of classroom materials</li> <li>• Identifies Thurston County attendees and instructors</li> <li>• Provides a training schedule</li> <li>• Provides a mechanism for tracking completion of training</li> </ul>

Deliverable 6.2	Training Materials
Purpose	To provide Thurston County with materials for each training session.
Content	Content and materials for each class, tailored to Thurston County's configuration.
Deliverable 6.3	Training
Purpose	To train Thurston County "trainers" on system use and train technical staff on system administration and configuration of the Licensed Software.
Content	The delivery of user and technical systems operation training in accord with the Training Plan.

Objective 7: Provide go-live support and stabilization services	
Deliverable 7.1	Go-Live and Stabilization Plan
Purpose	To define the steps necessary for a successful Go-Live and subsequent stabilization of the Licensed Software.
Content	A detailed task plan, including a readiness checklist and resource assignments, to support moving the Licensed Software into Productive Use. It will include a data load and conversion plan and a contingency plan in the event that the Go-Live fails. The Plan should anticipate a minimum of two dry runs and include a back-out strategy and clearly defined go/no-go decision points. It will also include a stabilization plan that details the Contractor's commitments to stabilization and the transition to full support by Thurston County staff.
Deliverable 7.2	Technical Operations Manual
Purpose	To guide Thurston County IT staff in the technical operation and maintenance of Licensed Software after implementation, including site-specific customizations and operational considerations.
Content	An online Technical Operations Manual that describes the procedures necessary to operate and maintain the Licensed Software after implementation, customized to Thurston County's configuration.
Deliverable 7.3	Business User Manual
Purpose	To guide Thurston County business staff with the use and ongoing configuration of the Licensed Software.
Content	Online documentation that supports Thurston County -specific business use of the software and provides guidance to end users in correct execution of user-performed application maintenance and configuration activities. Includes site-specific customizations and usage considerations.
Deliverable 7.4	Configured Licensed Software in Productive Use
Purpose	To provide Thurston County with functioning Licensed Software configured to meet Thurston County's business needs, loaded with Thurston County's data per the Conversion Plan, and interfaced with other Thurston County systems per the Interface Plan.
Content	Implemented Licensed Software in Productive Use.
Deliverable 7.5	Stabilization Services
Purpose	To provide Thurston County with support services for a defined period of time subsequent to Go-Live, including the identification and resolution of malfunctions and operational issues.
Content	Stabilization services, commencing at Go-Live and terminating at Services Final Acceptance.

**7. Selection Process**

Proposals will be reviewed by a team of County staff based on the criteria detailed in Section 6 of this Request For Proposal and the accompanying Requirements Matrix. Finalists may be selected for interview as a part of the selection.

**8. Evaluation Criteria**

In determining the most responsive proposal, the following elements will be given consideration:

- Technical and functional approach to providing the most complete solution and level of service, based on the ability to meet the requirements of the solution and the verification of the proposer’s response to those requirements. (50%)
- Total cost of the proposed solution. (30%)
- Qualifications and experience of the proposer. (20%) This includes:
  - Length, scope and depth of past experience delivering similar solutions for similar customers
  - Financial capability (Financial Statement Analysis, Dun & Bradstreet Reports, Credit Reports, 10K Report Review, etc.)
  - Licenses and certifications of the company and key personnel (CMMI, ISO, PMI, ITIL, Six Sigma, etc.)

**9. Information Requested**

Please include the following information in your response:

- A. A description of the firm's background and qualifications to include a brief statement of interest, stating why your firm should be considered for this project. This section should be no longer than four pages.
- B. Resumes of project manager and all other personnel who would work directly on the project. Include previous projects for which those personnel were responsible and indicate their roles and approximate percentage of time each would be involved in this project.
- C. Proposed project plan, including time lines.
- D. A complete and itemized cost estimate for the proposed work including: acquisition and implementation costs, professional services hours for system administration training, training costs for 250 users, travel and per diem costs, maintenance costs for 1-3 year support options, and non-fixed costs such as data storage or bandwidth costs for cloud-based solutions.
- E. Three references for past projects, similar in size and customer base, worked on by your firm. Please include:
  - Organization Name

- Reference name and telephone number
  - Brief description of project, final product and cost of project
- F. Requirements matrix identifying the proposer’s ability to support all mandatory and preferred requirements.

**10. Submission of Qualifications**

- A. By no later than 4:00 p.m. PDT on September 13, 2017, submit the information requested in Section 9 of this Request For Proposal by electronic mail to:

[tmsbid@co.thurston.wa.us](mailto:tmsbid@co.thurston.wa.us)

All information requested may be submitted as email file attachments (individually or zipped) in the following formats: Portable Document Format (PDF), Microsoft Word (.docx), Microsoft Excel (.xlsx), Microsoft Powerpoint (.pptx)

- B. No information other than that set forth in this document and its attachments will be available prior to submitting responses.
- C. Responses received after the deadline will not be considered for contract award.

**11. Approximate Schedule**

<b>Process</b>	<b>Target Date(s)</b>
Advertisement of RFP	August 16, 2017
Proposals received no later than 4:00 p.m. PDT	September 13, 2017
Team Review of All Proposals	September 18, 2017
Selection of Finalist	October 2, 2017
Execute Contract	October 9, 2017
Period of Performance (PoP) Begin Date	October 16, 2017
**Period of Performance (PoP) End Date	December 31, 2017

*\*\* PoP end date may vary depending on the Project Plan of the contracted proposer*

**12. Cost of Qualifications Presentation**

Cost incurred in preparing and presenting the qualifications or included in any other manner by the proposer in responding to this RFP may not be charged to Thurston County.

**13. Fee, Contract and Negotiation**

Thurston County intends to negotiate a fee for the provision of consulting services with the firm selected. It is Thurston County’s intent to establish a fixed limit for the cost of services on this project.

Thurston County will require the selected proposer to sign a Professional Services

Contract (sample attached to this RFP) for services rendered under this project. Incorporated by reference into the contract will be; (a) all of the information presented in or with the RFP, and the proposer's response, and; (b) all written communication between the County and the selected proposer.

Negotiation will begin with the proposer scoring the highest combination total based on the criteria detailed in Section 8 of the RFP. If a contract is not successfully negotiated within ten (10) days following notification, the County shall proceed to negotiate with the proposer scoring the second highest combined total.

**14. Nondiscrimination**

Thurston County hereby notifies all proposers that it will affirmatively ensure that all will be afforded full opportunity to submit qualification proposals in response to this Request for Proposal 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.

**15. Cooperative Purchasing**

The Washington State Interlocal Cooperative Act, RCW 39.34 provides a means for governmental agencies to cooperatively purchase goods and services. Responders agree that other Washington State municipalities may acquire the Scheduling and Time Management System under the terms and conditions set out in this Request for Proposals.

**16. Release Authorization for Reference Check**

Submit the "Release Authorization for Reference Check" with your Proposal, signed by an Authorized Organization Representative (AOR) of the proposer.

**17. Procedures When Only One Proposal Is Received**

In the event only a single responsive proposal is received, the County reserves the right to conduct an analysis of all evaluation criteria submitted in such proposal. The sole Proposer shall provide such information, data and other documentation as deemed necessary for such analysis. The County reserves the right to reject such proposal.

**18. Cancellation or Rejection of Proposals**

The Board of County Commissioners retains the right to reject any or all proposals for good cause and, in particular, to reject a proposal not accompanied by any data required by this Request for Proposal or a proposal in any way materially incomplete or irregular. In the event of a cancellation of a competitive solicitation or if all proposals are rejected, all Consultants will be notified by the County via mail, facsimile or electronic means.

**19. Withdrawal or Modification**

The Consultant has no right to withdraw or modify the proposal for any reason whatsoever after the time set for the opening thereof, unless the award of the Contract is delayed for a period exceeding forty-five (45) calendar days from the time set for opening

of the proposals.

**20. Award**

A contract will be awarded to the responsive and responsible proposer whose proposal is the most advantageous to the County, taking into consideration the listed criteria. It is the sole responsibility of the County to award or not to award a contract. All proposals and accompanying material will become the property of Thurston County and may be subject to public records requests.

**RELEASE AUTHORIZATION FOR REFERENCE CHECK**

By signing below, the Firm responding to this Request for Proposal authorizes past or present clients to provide information requested by Thurston County regarding work that is within the scope of this Request for Proposal. The Firm authorizes Thurston County to photocopy this signed release to be used in lieu of the original.

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

Signature of Authorized Organization Representative: \_\_\_\_\_

Typed name and title: \_\_\_\_\_

**SAMPLE**

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 \_\_\_\_\_.

**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:

\_\_\_\_\_

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:

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 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 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 \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.

- 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 as additional insureds with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- 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.
- 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 certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. 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.

#### **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.

### 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 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.**

CONTRACTOR:

Thurston County, Washington

Firm:           SAMPLE          

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

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

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

\_\_\_\_\_

Approved as to Form:

JON TUNHEIM  
PROSECUTING ATTORNEY

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

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

**1. 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

PROFESSIONAL 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:



Thurston County Auditor - Financial Services

2000 Lakeridge Dr SW  
Olympia WA 98502  
VendorInfo@co.thurston.wa.us

360-867-2250  
FAX 360-357-2481

**Vendor Information**

1. THIS FORM TO BE USED IN PLACE OF IRS Form W-9.		Form Initiated By:	
2. Complete ALL of this form to establish account or to change existing information			
3. Business/Individual NAME must be exactly the same as used for Federal Tax reporting purposes.			
4. Faxes and Emails are acceptable			
5. Invoice payment will be processed upon receipt of this form. Please print clearly or type. Be sure all information is correct.			
Are you making changes to an existing account? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Add'l Remit <input type="checkbox"/> Moved <input type="checkbox"/> Ownership			
<input type="checkbox"/> Address Change <input type="checkbox"/> Add'l Business Name <input type="checkbox"/> Name <input type="checkbox"/> IRS TIN #			
<b>Please Print Clearly In Black Ink or Type</b>			
<b>Name</b> <small>(If joint names, list both and circle the name whose TIN you are providing below)</small>			
<b>Business Name</b> <small>(Sole Proprietor enter your individual name above and business name here)</small>			
<b>Physical Address</b> <small>Street Number, Apt. Number, Mail-Stop City State Zip</small>			
<b>Payment (Remit) Address</b> <small>If different from above</small>			
<b>Additional Payment Address</b> <small>(Use separate page if needed)</small>			
<b>Taxpayer</b>	<b>Employer Identification Number</b>	<b>OR</b>	<b>Social Security Number</b>
<b>Identification Number</b>			
<b>Type of Business</b> <small>How are you filed with the IRS?</small>	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Government	<input type="checkbox"/> Non-Profit Corp	<input type="checkbox"/> *Other: Explain Below
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Attorney (inc.)	<input type="checkbox"/> Medical Corp
<b>*Explanation of Other:</b>			
<b>Phone # (Include Area Code)</b>			
<b>FAX Number</b>			
<b>Email Address</b>			
<b>UBI Number (WA Business Only)</b>			
Under penalty of perjury, I certify that the number shown on this statement is the correct taxpayer identification number, the payee is not subject to backup withholding due to failure to report interest and dividend income, and the payee is a U.S. person. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.			
Signature	Printed Name and Title of Person Completing this Form		Date
<small>(For Financial Services Use Only)</small>			<b>Vendor #</b>
Data Entry Done By	Date	COMMENTS	