

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

December 6, 2016

INVITATION FOR BIDS – COUNTY BID 16-14

BIDS FOR: OFFICE FURNITURE FOR WSU/JUSTICE CENTER REMODEL

DEADLINE FOR **WEDNESDAY, DECEMBER 21, 2016 at 5:00 P.M.**

BID SUBMITTAL: BENTON COUNTY COMMISSIONERS OFFICE

ATTN: PAUL SCHUT

7122 W. OKANOGAN PLACE, BLDG. A, KENNEWICK, WA 99336

NO BIDS WILL BE ACCEPTED AFTER THE DATE AND TIME STATED ABOVE.

Benton County (County) is soliciting bids for the purchase of Office Furniture for the Benton County WSU/Justice Center Remodel at 7122 W. Okanogan Pl., Bldg. A, Kennewick, WA 99336 from any and all potential vendors. The County invites you to submit a bid to provide products that meet the brand and specifications set forth in Exhibit A – Vendor Bid, attached hereto. By submitting a bid, Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the entirety of the Agreement. Vendor must provide all items listed in Exhibit A to be considered a responsive bidder. Failure to provide a price for any item will result in automatic bid disqualification.

INVITATION FOR BIDS PACKAGE

1. Paul Schut of the Benton County Commissioners' Office is the only individual authorized to provide the Invitation for Bids (IFB) package to interested companies or individuals. Bidders who are working from an IFB package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a bid's errors, omissions, or misinterpretations resulting from a bidder's use of an incomplete IFB package.
2. Bidders who have received the IFB package from a source other than the Benton County Commissioners' Office, or who have downloaded the IFB package from the County's website, are advised to contact **Paul Schut of the Benton County Commissioners' Office at (509) 736-3082** to provide their company's name, address, telephone number, e-mail, and contact name. This will ensure that the bidder receives all communications from the County regarding the IFB, such as Amendments and Clarifications to the IFB package.

3. The IFB package consists of the Invitation for Bids (this document) and the following documents, which are attached hereto:

- Exhibit A – Vendor Bid Form
- Exhibit B – Affidavit of Non-Collusion
- Exhibit C – Anti-Discrimination Certificate
- Exhibit D – “Sample” Vendor Purchasing Agreement
- Exhibit E – “Sample” Insurance Requirements
- Exhibit F – “Sample” Notice of Lowest Responsible Bidder Resolution
- Exhibit G – Prevailing Wages

If you are missing any of these documents, in part or in whole, please contact Paul Schut at the number herein provided.

SUBMISSION OF BID

Your bid must be submitted in the official bid format as provided in Exhibit A, “Vendor Bid Form”, and placed in an opaque, **SEALED ENVELOPE** marked “**SEALED BID – Office Furniture CB 16-14.**” Bids may be either mailed or hand-delivered to the Benton County Commissioners’ Office located at 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336. All bids must be received by the Benton County Commissioners’ Office by **5:00 PM (PST) on Wednesday, December 21, 2016.** **NO BIDS WILL BE ACCEPTED AFTER THIS DATE AND TIME.** E-mailed and faxed bids are not acceptable and will not be considered.

OPENING OF BIDS

The bids will be publicly opened by representatives of the Benton County Commissioners’ Office at 9:00 AM (PST) on Thursday, December 22, 2016 at 7122 W. Okanogan Place Bldg. A, Kennewick, WA 99336 in the Commissioners’ Conference Room.

The County reserves the right to reject any or all bids for good cause, pursuant to RCW 36.32.245, and to waive informalities in the bidding process.

AWARD OF CONTRACT

1. **This document and all attached exhibits constitute an invitation to submit bids only and do not represent an offer by the County. Bids submitted in response hereto shall constitute offers to sell supplies that meet the County’s specifications.**
2. **If the County does not exercise its option to reject any or all bids pursuant to RCW 36.32.245, the County will enter into a resolution providing notice of the lowest responsible bidder in the form of Exhibit F, attached hereto, accepting the bid of the lowest responsible bidder. Within ten (10) days after the resolution is entered, the lowest responsible bidder shall be required to enter into a Vendor Purchasing Agreement with the County in the form of the agreement set forth in Exhibit D, attached hereto.**

BIDS

1. The County is not liable for any costs incurred by bidders prior to issuance of or entering into an Agreement. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the bidder in responding to this IFB are entirely the responsibility of the bidder, and shall not be reimbursed in any manner by the County.
2. Accuracy for all mathematical and number entries to Exhibit A is the sole responsibility of the bidder. Benton County will not be responsible for errors made by the bidder to Exhibit A.
3. Bids must be executed by a person or persons legally authorized to execute such documents on behalf of the bidding entity.
4. The price(s) quoted in the bid shall be exclusive of Federal Taxes. Any Washington State Sales Tax included in the sales price will not be considered a part of the NET BID amount. However, in accordance with RCW 39.30.040, the County may take into consideration the tax revenues it may receive from an Agreement pursuant to this request for bid.
5. Each bidder must submit with his or her bid one completed Affidavit of Non-Collusion (form is attached hereto as Exhibit B) and one completed Anti-Discrimination Certificate (form is attached hereto as Exhibit C). These documents must be signed and submitted with your bid in order to be eligible for an award of the contract.

INSURANCE

The Vendor is required to obtain and maintain throughout the duration of the contract the insurance set forth in Exhibit E, "Insurance Requirements", attached hereto. If awarded the contract, the Vendor must submit all proof of insurance to the County establishing that Vendor has obtained all required insurance coverage.

PREVAILING WAGES

The Vendor is required to pay Prevailing Wages Rates, as stated in the attached Exhibit G – Prevailing Wages, for all necessary trades involved with the installation of cubicle systems in offices for the Benton County Assessor's Office, the Office of Public Defense, and the Department of Information Technology. Prevailing Wage Rates **are not required** for the installation of any other products pursuant to the contract.

DELIVERY AND INSTALLATION OF PRODUCTS

Delivery and installation of the products specified herein shall be made in phases, according to the estimated timeline stated in Exhibit A. The County shall give the Vendor a five- (5) week lead time for delivery and installation of products in each phase. However, the Vendor may choose to order a product prior to the time of required delivery and installation, and may store the product in a secured and insured warehouse until the time of delivery and installation. If Vendor exercises this option, the County shall pay for the product once Paul Schut or Larry Hueter of the Benton County Commissioners' Office, or a duly authorized designee, verifies that the product has been delivered in its entirety to the secured and insured warehouse. The County shall only pay for installation of products upon completion of each phase, as set forth in Exhibit A. If a product

cannot be delivered within the specified, agreed-upon periods of time for any reason, Vendor must immediately notify **Paul Schut of the Benton County Commissioners' Office at (509) 736-3082.**

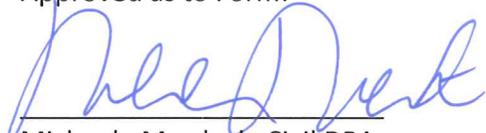
INTERPRETATIONS

For clarification or correction of any ambiguity, discrepancy, inconsistency, error, or omission discovered in this document or any of the exhibits attached hereto, bidder should at once notify **Paul Schut by telephone at (509) 736-3082 or by e-mail at Paul.Schut@co.benton.wa.us.** Written notice of changes or clarifications to the specifications will be sent to all known bidders when required. The County shall not be held responsible for verbal interpretations. Questions received less than seven (7) days prior to bid opening will not be answered.

WITHDRAWAL OF BID

Bids may be withdrawn upon the written request of the bidder at any time prior to the time set for bid opening specified above. Notification of bid withdrawal must be provided by the bidder to the County by mail or in person sent or delivered to the bid opening location. Bids shall become the property of Benton County upon their receipt.

Approved as to Form:



Michaela Murdock, Civil DPA

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Office Furniture for WSU/Justice Center Remodel

THIS BID SUBMITTED TO: Benton County Commissioners
Attn: Paul Schut
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that, if this bid is accepted, it will enter into a contract with the County in the form of the Vendor Purchasing Agreement set forth in Exhibit D to the Invitation for Bids and will supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to thirty (30) days after the date of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:

Addenda Number:

- b) This bid is genuine, not a sham or collusive bid, and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and it is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid. The Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding. The Vendor has not sought by collusion to obtain for himself or herself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts set forth in Paragraph 9 of this Vendor Bid Form.
5. The Vendor agrees to supply all products in accordance with the terms and conditions set forth in Exhibit D to the Invitation for Bids.
6. The following documents are attached hereto and must be submitted in order for the bid to be considered:

- (a) Affidavit of Non-Collusion.
- (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Phone _____ Fax _____

- 8. Any term used in this bid that is defined in Exhibit D to the Invitation for Bids has the meaning assigned to it in Exhibit D.
- 9. Attached Excel Spreadsheet – Exhibit A-1 & Exhibit A-2

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ _____

LUMP SUM (excluding sales tax), in words _____

SUBMITTED ON _____, 2016

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

(STREET)

(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Legal Name of Vendor

Signature of Authorized Person

Title

Washington State University- Estimated Delivery January 2017				
Product- Office To Go - American Dark Cherry	Part #	Quantity	Unit Price	Total
71" Rectangular Desk Shell	SL7436DS	1		
66" Rectangular Desk Shell	SL6630DS	3		
48" Return Shell - Reversible	SL4824R	4		
3 Door File Pedestal	SL22BBF	4		
2 Door File Pedestal	SL22FF	4		
20" Center Drawer	SL20CD	1		
Key Board Tray	SLKB	3		
71" 4 Shelf	SL71BC	4		
Haworth Improv Arm Chair (Black Gauge on Black Gauge)*	M600-2110	10		
36"x48" Clear Plastic Chair Mat	N/A	10		
Installation	N/A	N/A	N/A	
				Total
Prosecuting Attorney - Civil Area - Estimated Delivery April 2017				
Product- Office To Go - American Dark Cherry	Part #	Quantity	Unit Price	Total
71" Rectangular Desk Shell	SL7436DS	7		
66" Rectangular Desk Shell	SL6630DS	1		
71" Reception Desk Shell	SL7130RDS	1		
48" Return Shell - Reversible	SL4824R	7		
42" Return Shell - Reversible	SL4224R	1		
42" Reception Return Shell	SL4224RR	1		
3 Door File Pedestal	SL22BBF	10		
2 Door File Pedestal	SL22FF	8		
20" Center Drawer	SL20CD	8		
Key Board Tray	SLKB	1		
71" 4 Shelf	SL71BC	14		
48" 2 Shelf	SL48BC	1		
10.2 Cubic Foot Refrigerator/Freezer Combo	N/A	1		
Haworth Improv Arm Chair (Black Gauge on Black Gauge)	M600-2110	20		
Haworth X99 Seminar Chairs	X640-0140	24		
Global Racetrack Conference Matching Edge 48"W x 144" L x 29" H	N/A	1		
95" Racetrack Conference	SL9544RS	1		
36"x48" Clear Plastic Chair Mat	N/A	9		
Installation	N/A	N/A	N/A	
				Total

Prosecuting Attorney - District Court/Juvenile- Estimated Delivery September 2017				
Product- Office To Go - American Dark Cherry	Part #	Quantity	Unit Price	Total
71" Rectangular Desk Shell	SL7436DS	11		
66" Rectangular Desk Shell	SL6630DS	5		
48" Return Shell - Reversible	SL4824R	15		
3 Door File Pedestal	SL22BBF	18		
2 Door File Pedestal	SL22FF	13		
20" Center Drawer	SL20CD	13		
Key Board Tray	SLKB	1		
71" 4 Shelf	SL71BC	7		
48" 2 Shelf	SL48BC	9		
Haworth Improv Arm Chair (Black Gauge on Black Gauge)	M600-2110	32		
Haworth X99 Seminar Chairs	X640-0140	10		
95" Racetrack Conference	SL9544RS	1		
36"x48" Clear Plastic Chair Mat	N/A	16		
Installation	N/A	N/A	N/A	
				Total
Assessor- Estimated Delivery Date January/February 2016				
Product- Office To Go - American Dark Cherry	Part #	Quantity	Unit Price	Total
71" Bow Front with Corner- Left	SL7148BCL	2		
48" Flush Bridge	SL4824FB	1		
36" Flush Bridge	SL3624FB	1		
60" Rectangular Desk Shell	SL6030DS	1		
Credenza with Corner Extension- Right	SL7136CER	1		
71" Overhead Hutch w/ Door	SL71HD	1		
71" Rectangular Desk Shell	SL7136DS	5		
66" Rectangular Desk Shell	SL6630DS	2		
48" Return Shell - Reversible	SL4824R	7		
3 Door File Pedestal	SL22BBF	9		
2 Door File Pedestal	SL22FF	9		
20" Center Drawer	SL20CD	9		
71" 4 Shelf	SL71BC	9		
Haworth Improv Arm Chair (Black Gauge on Black Gauge)	M600-2110	18		
Haworth X99 Seminar Chairs	X640-0140	6		
71" Racetrack Conference	SL7136RS	1		
36"x48" Clear Plastic Chair Mat	N/A	9		
Haworth UniGroup Cubicle Workstations*	N/A	9		
Installation	N/A	N/A	N/A	
				Total
* See Attached Assessor Drawings for Reference.				

Office of Public Defense- Estimated Delivery July 2017				
Product- Office To Go - American Dark Cherry	Part #	Quantity	Unit Price	Total
71" Rectangular Desk Shell	SL7436DS	7		
48" Return Shell - Reversible	SL4824R	7		
3 Door File Pedestal	SL22BBF	1		
2 Door File Pedestal	SL22FF	7		
20" Center Drawer	SL20CD	6		
71" Overhead Hutch w/doors	SL71HD	5		
2 Drawer Lateral File	SL3622LF	2		
36" Table Top Book Case	SL36HO	2		
Hon File, 6 Shelf, LTR, Open, LGY	HON626NQ	2		
Haworth Improv Arm Chair (Black Gauge on Black Gauge)	M600-2110	22		
95" Racetrack Conference	SL9544RS	1		
10.2 Cubic Foot Refrigerator/Freezer Combo	N/A	1		
42" Round Table	SL42R	1		
60" Solid Wood Bench- Dark Stain	N/A	1		
30"x48" Rectangular Table (Similar Finish as other Furniture)	N/A	1		
Haworth UniGroup Cubicle Workstations*	N/A	3		
36"x48" Clear Plastic Chair Mat	N/A	7		
Installation	N/A	N/A	N/A	
* See Attached OPD Drawing for Reference.				Total
Information Technology- Estimated Delivery April 2017				
Product- Office To Go - American Dark Cherry	Part #	Quantity	Unit Price	Total
71" Rectangular Desk Shell	SL7436DS	3		
48" Return Shell - Reversible	SL4824R	2		
3 Door File Pedestal	SL22BBF	4		
2 Door File Pedestal	SL22FF	1		
71" 4 Shelf	SL71BC	1		
48" 2 Shelf	SL48BC	2		
Haworth Improv Arm Chair (Black Gauge on Black Gauge)	M600-2110	6		
Haworth X99 Seminar Chairs	X640-0140	8		
120" Racetrack Conference	SL12048RS	1		
36"x48" Clear Plastic Chair Mat	N/A	11		
Haworth UniGroup Cubicle Workstations*	N/A	8		
Installation	N/A	N/A	N/A	
* See Attached IT Drawings for Reference.				Total
Mental Health Court- Estimated Delivery - October 2017				
Product- Office To Go - American Dark Cherry	Part #	Quantity	Unit Price	Total
71" Rectangular Desk Shell	SL7436DS	2		
66" Rectangular Desk Shell	SL6630DS	2		
48" Return Shell - Reversible	SL4824R	4		
3 Door File Pedestal	SL22BBF	4		
2 Door File Pedestal	SL22FF	4		
20" Center Drawer	SL20CD	3		
Key Board Tray	SLKB	1		
71" 4 Shelf	SL71BC	3		
30" 1 Shelf	SL30BC	1		
Haworth Improv Arm Chair (Black Gauge on Black Gauge)	M600-2110	12		
36" Round Table	SL36R	1		
36"x48" Clear Plastic Chair Mat	N/A	4		
Installation	N/A	N/A	N/A	
				Total
				Grand Total

Assessor Cubicles (Exhibit A-2 Pages 1-4)

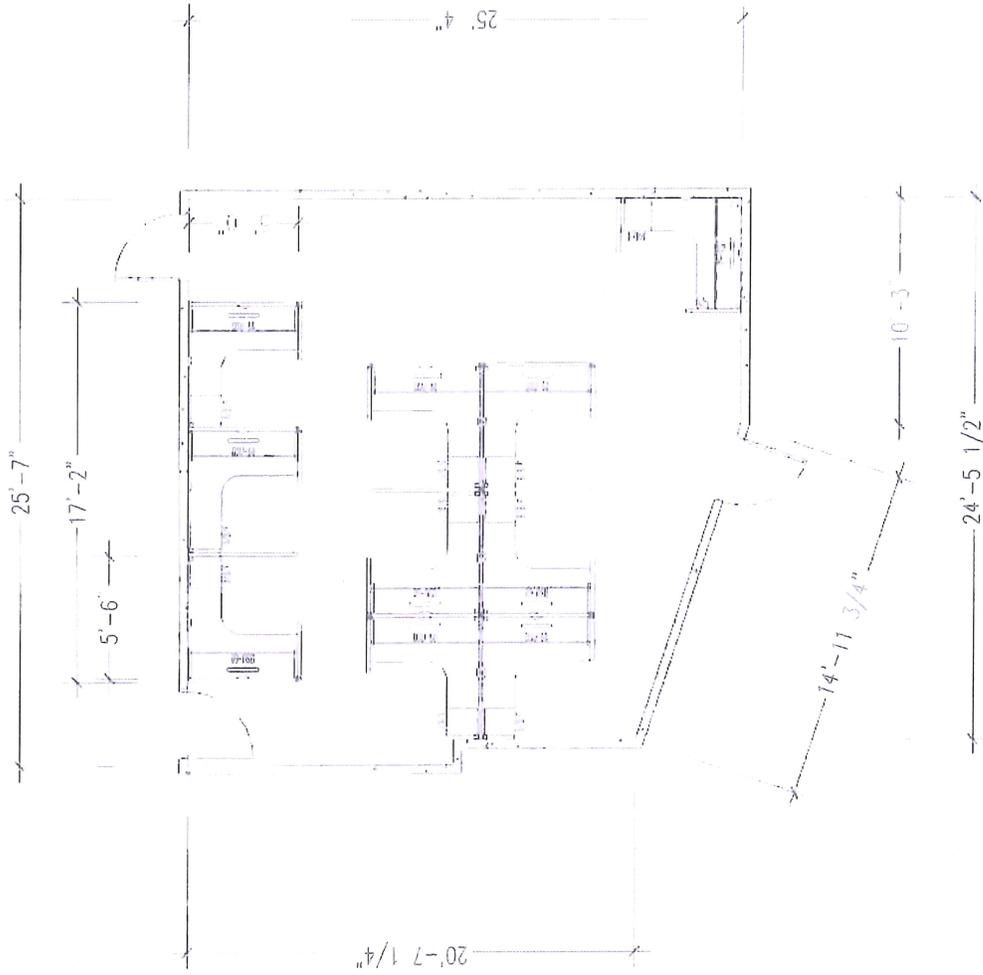
- Cubicles are to be Haworth UniGroup brand with docking modules in each of the 6 center workstations. The 4 workstations around the edge of the room already have power and data located in the area and there is no need for power or data runs to be included in the cubicle walls.
- Vendor shall coordinate with the COUNTY and/or Contractor on running power and data to each of the 6 center workstations. There should be a minimum of 2 data drops and 4 power outlets in each workstation.

Office of Public Defense Cubicles (Exhibit A-2 Pages 5-6)

- Cubicles are to be Haworth UniGroup brand. The 3 workstations already have power and data located in the area and there is no need for power or data runs to be included in the cubicle walls.

Information Technology Cubicles (Exhibit A-2 Pages 7-11)

- Cubicles are to be Haworth UniGroup brand with 2 docking modules in each of the 8 workstations.
- Vendor shall coordinate with the COUNTY and/or Contractor on running power and data to each of the 8 workstations. There should be a minimum of 6 data drops and 6 power outlets in each workstation.

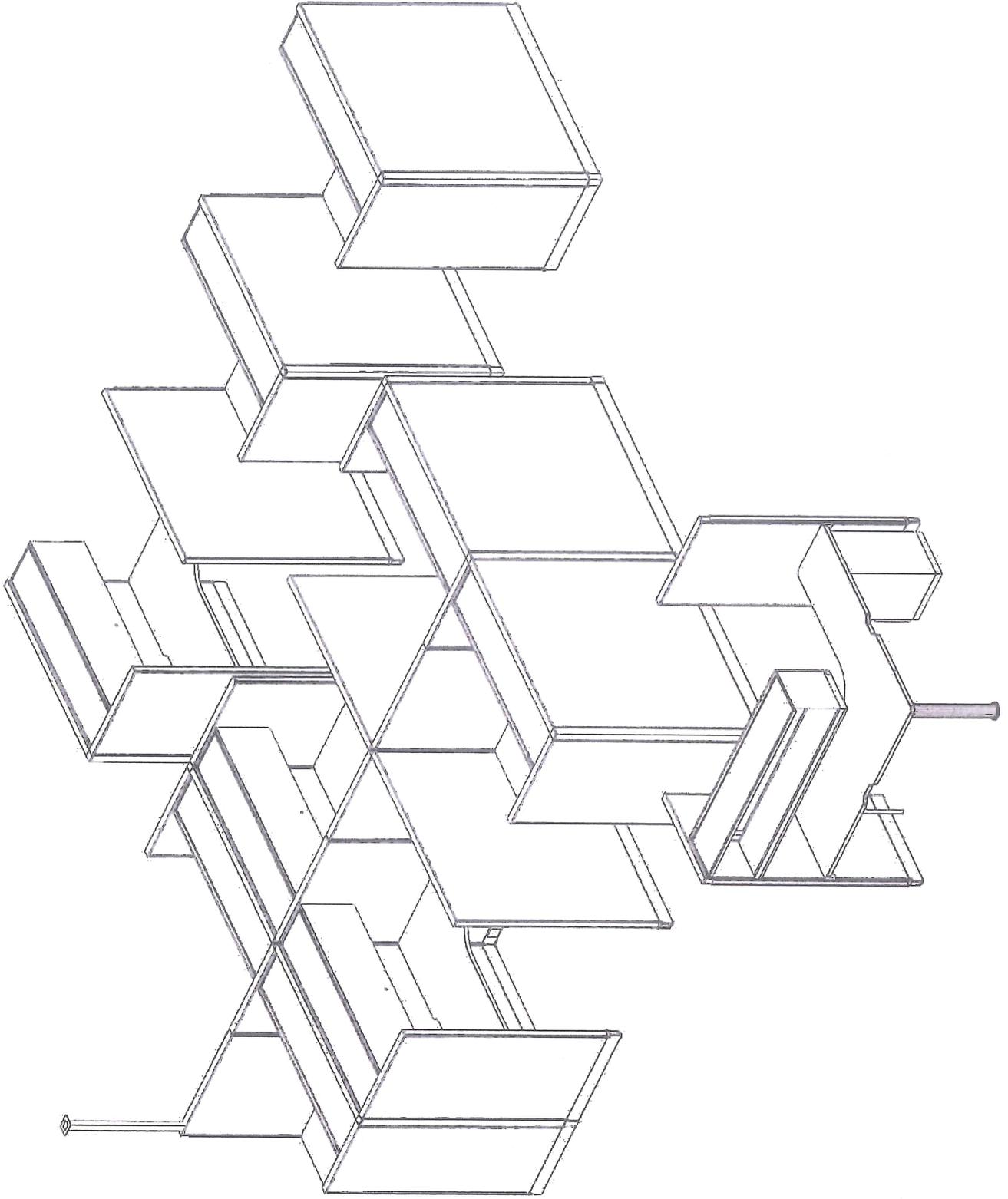


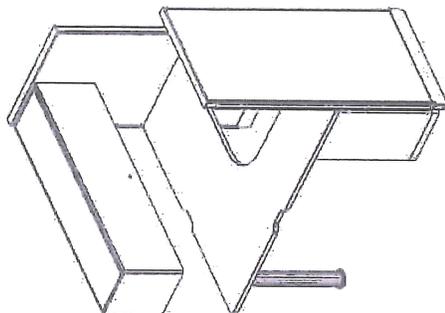
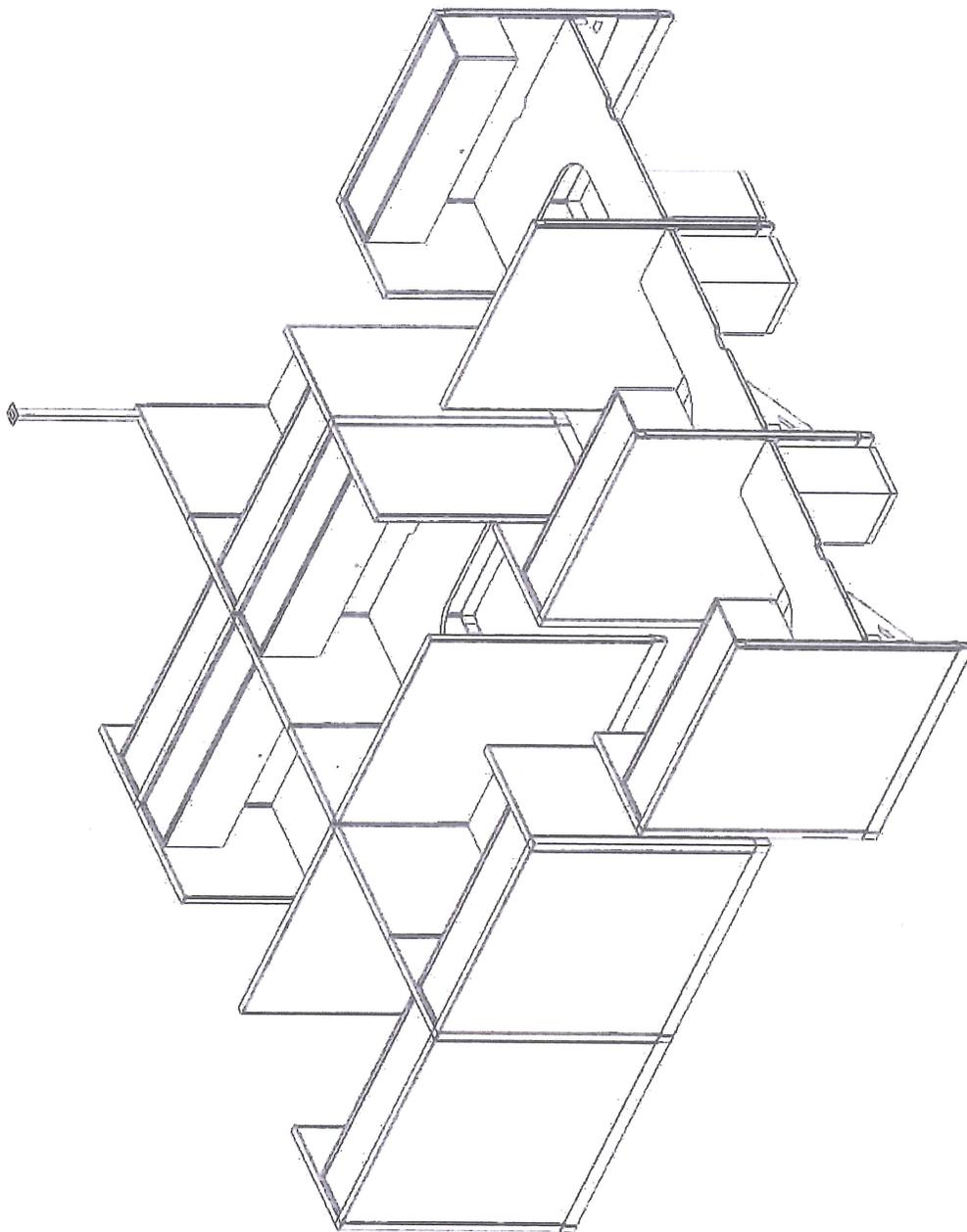
Brutzman's OFFICE SOLUTIONS
FURNITURE • SUPPLIES • REPROGRAPHICS

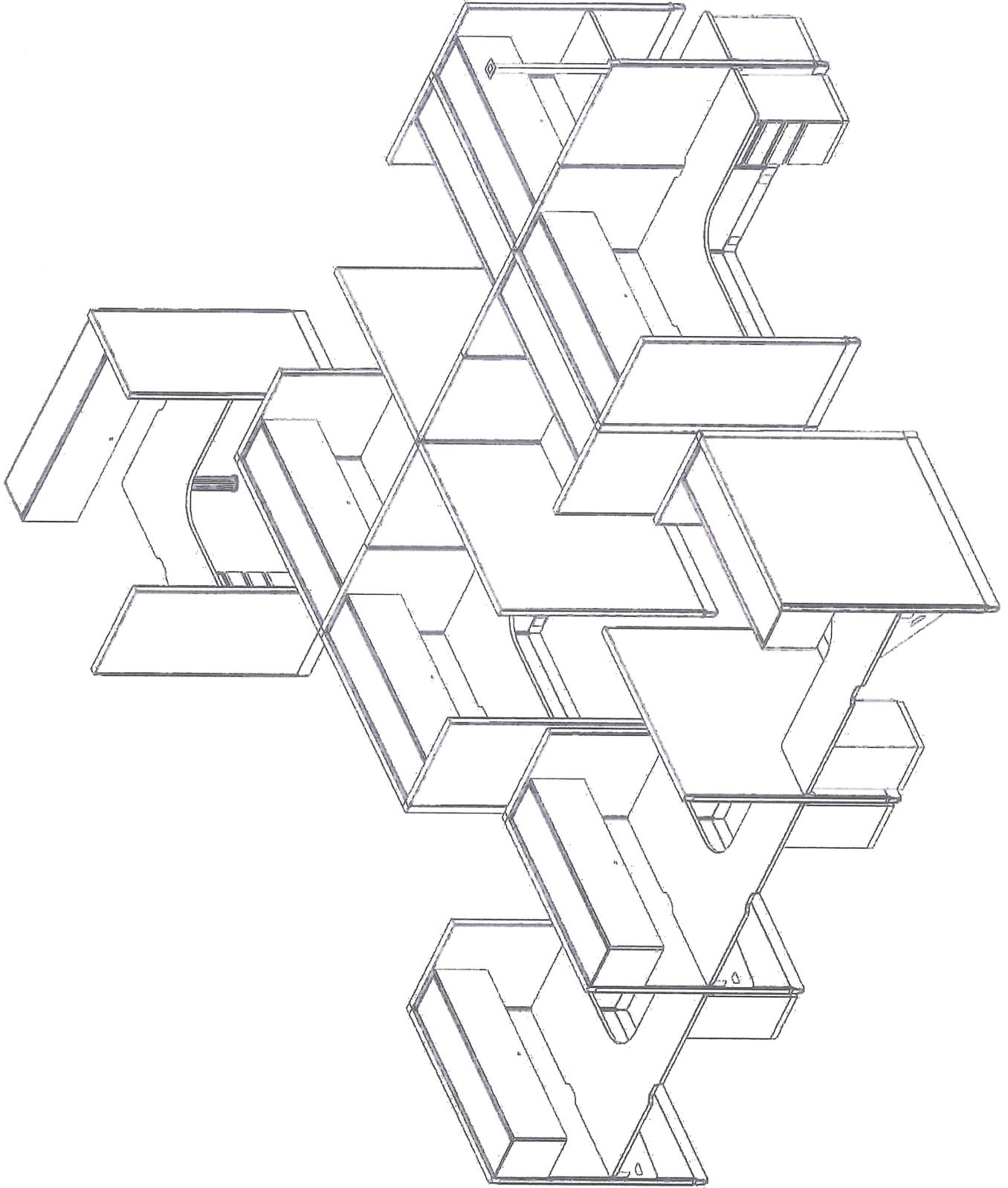
Benton County Appraiser
5600 W. Canal Drive
Kennewick, WA 99336

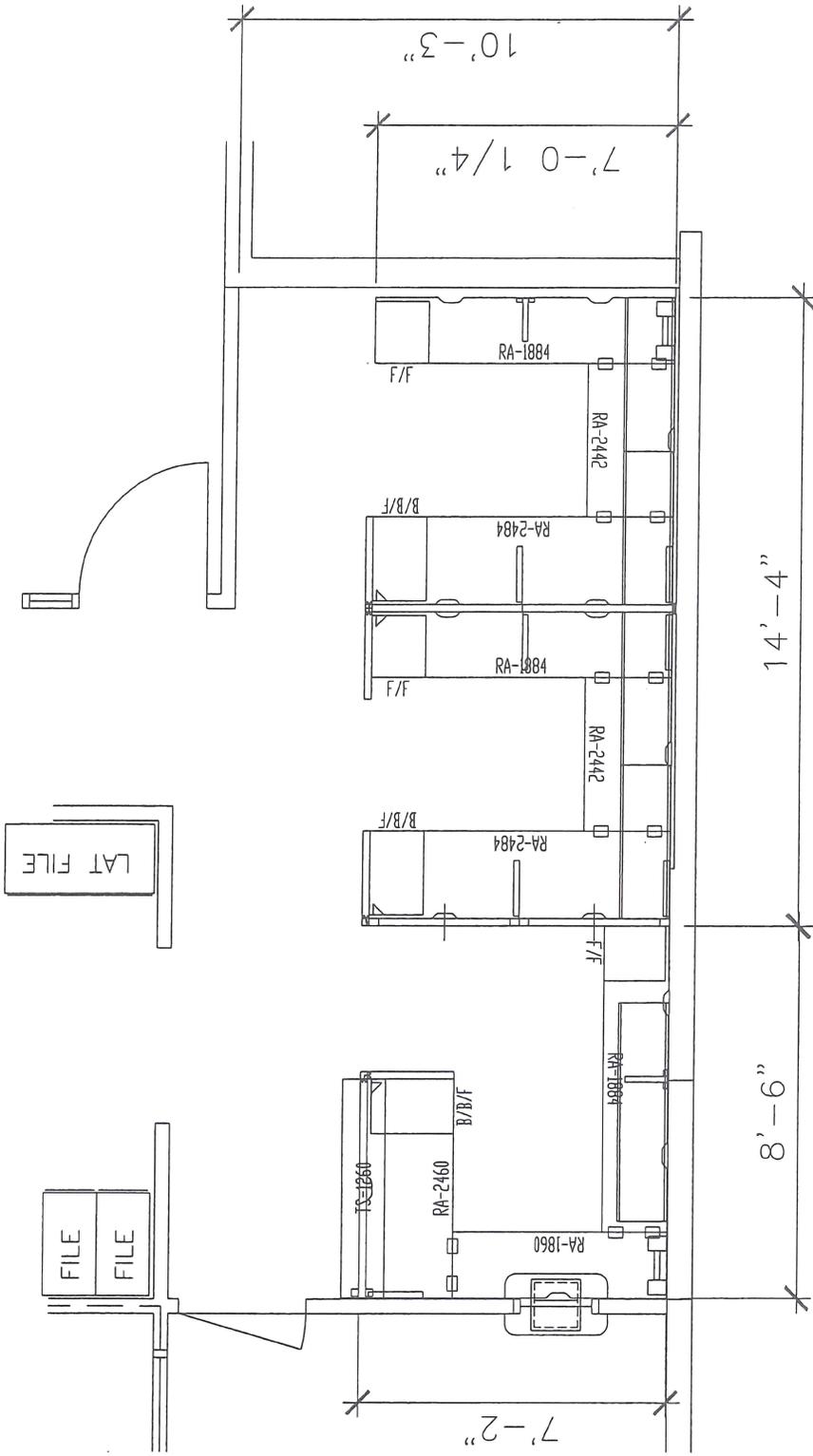
Appraiser's office furniture

DATE: 5/1/00
SCALE: 1/4" = 1'-0"
SHEET: 1 of 1



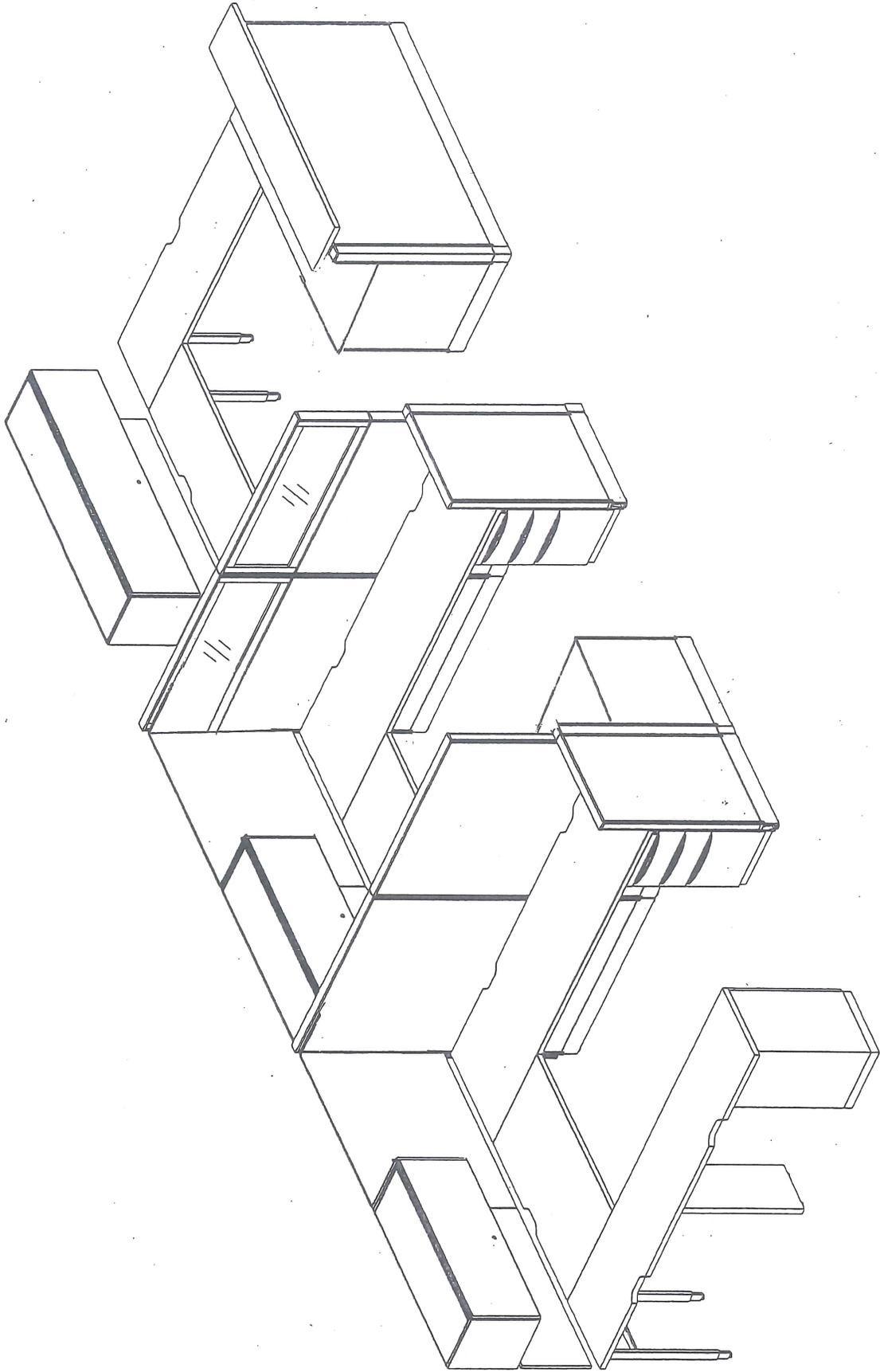


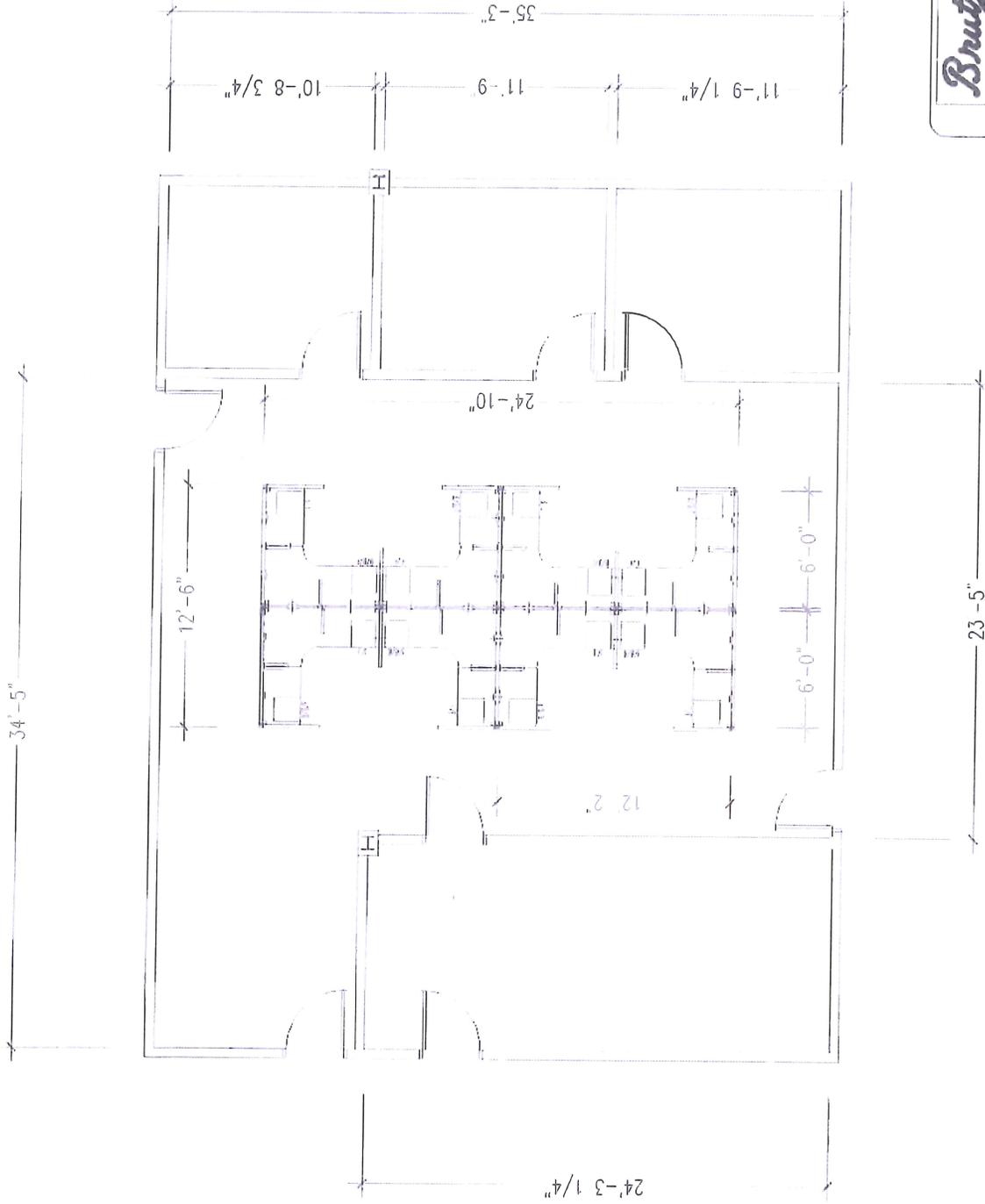




Brutzman's OFFICE SOLUTIONS
 FURNITURE • SUPPLIES • REPROGRAPHICS
 Benton-Franklin Co. Public Defense
 7122 W. Okanogan Place
 Kennewick, WA 99336

DESIGNED: khb
 REVIEW NO. 1/4" = 1'-0"
 DATE: 11-05-2015
 SCALE: A
 PROJECT: New workstations
 SHEET: 1 OF 1



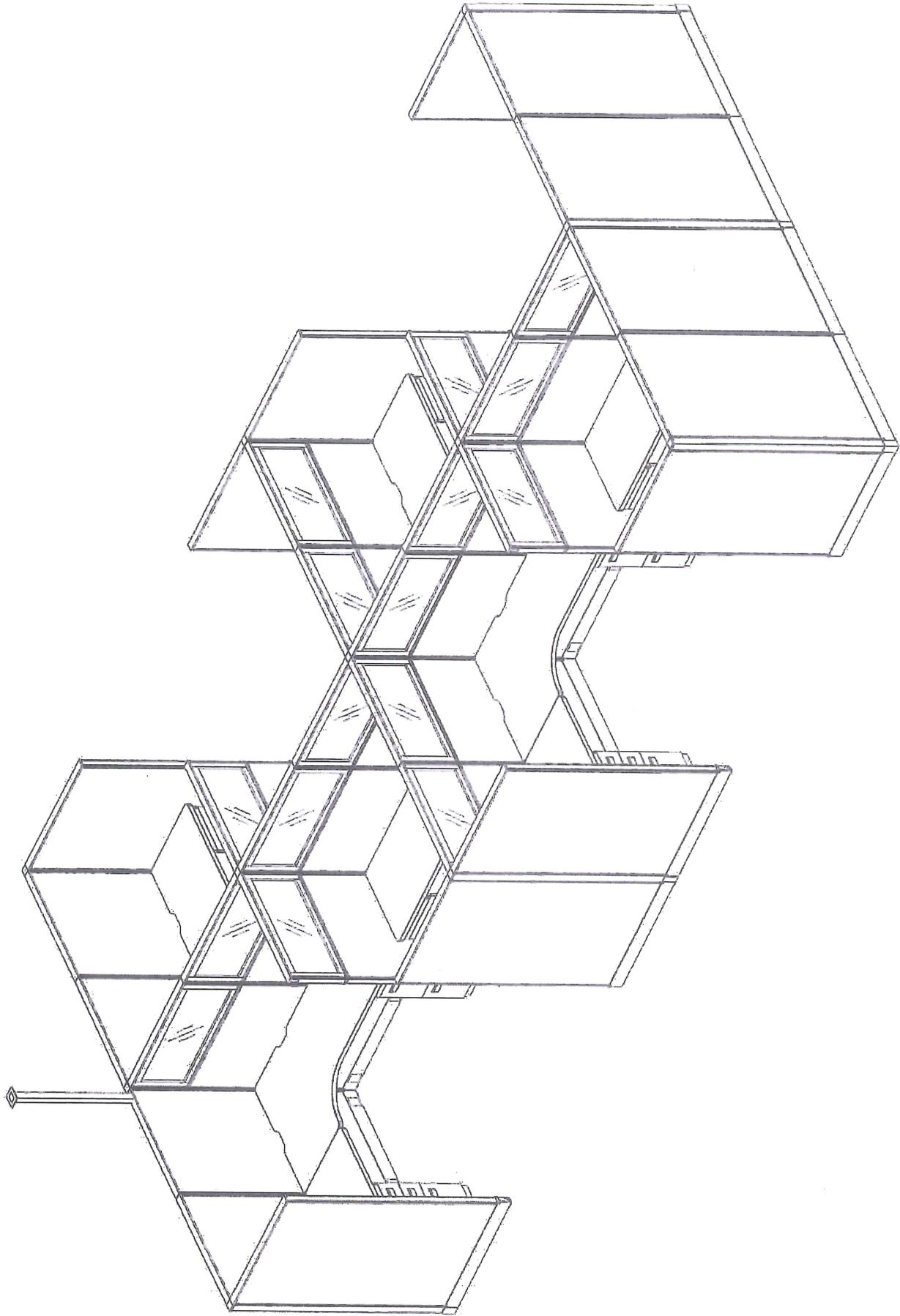


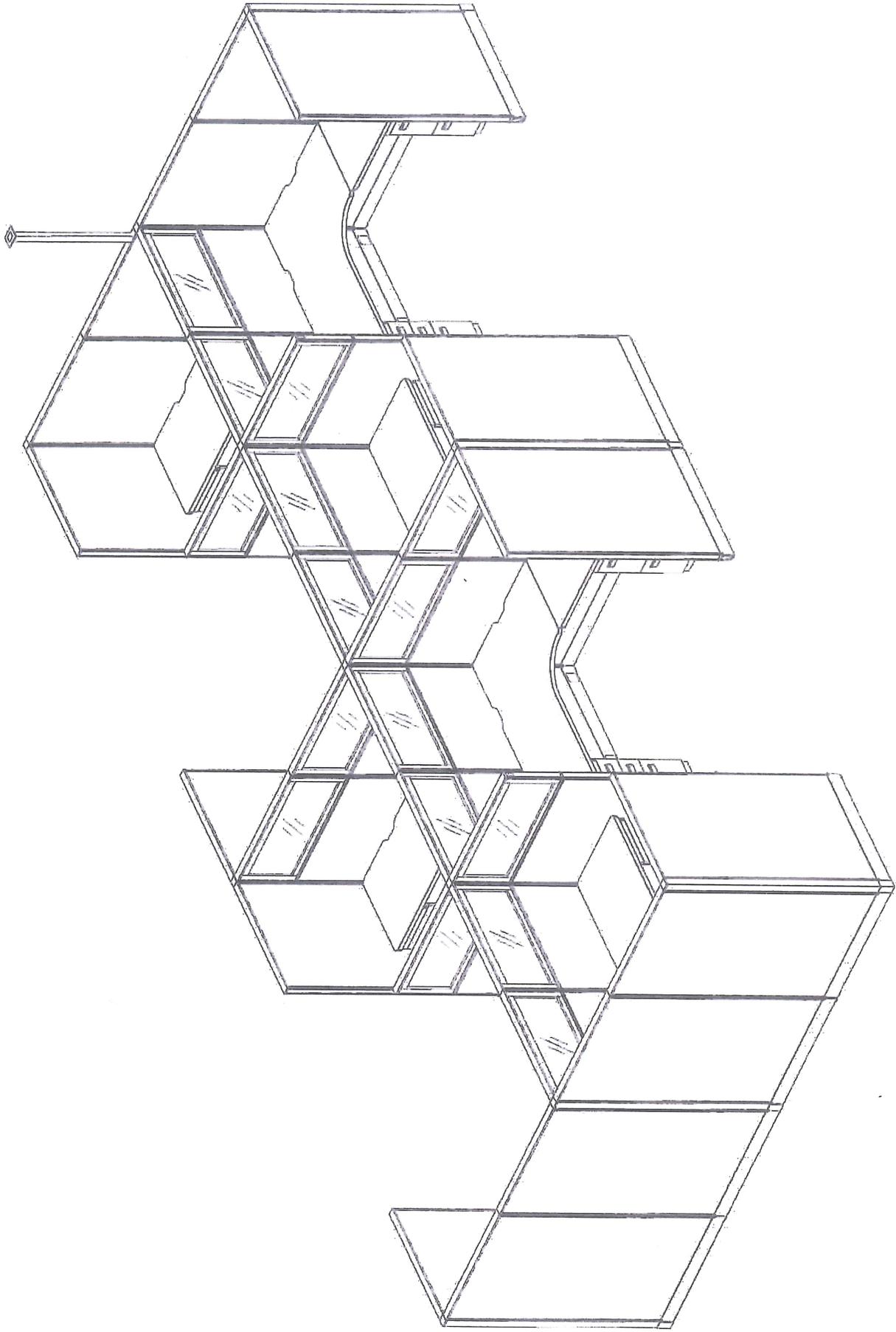
Brizman's OFFICE SOLUTIONS
FURNITURE • SUPPLIES • REPROGRAPHICS

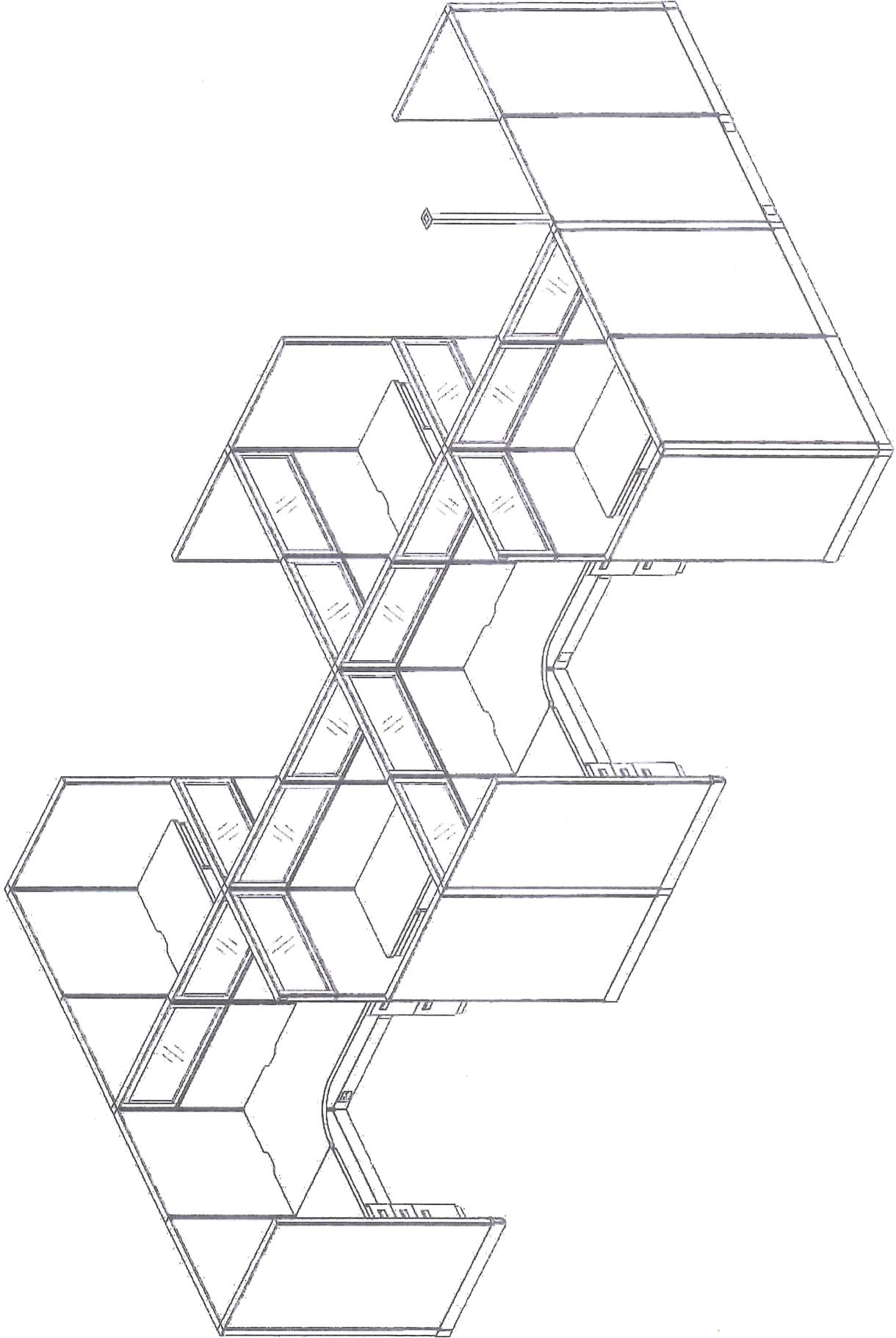
Benton County Appraiser
7122 W. Okanogan Pl.
Kennewick, WA 99336

IT Department workstations

DATE	10-2-07
DESIGNED	khb
REVIEWED	
SCALE	A
TITLE	IT Department workstations
SHEET	1 OF 1







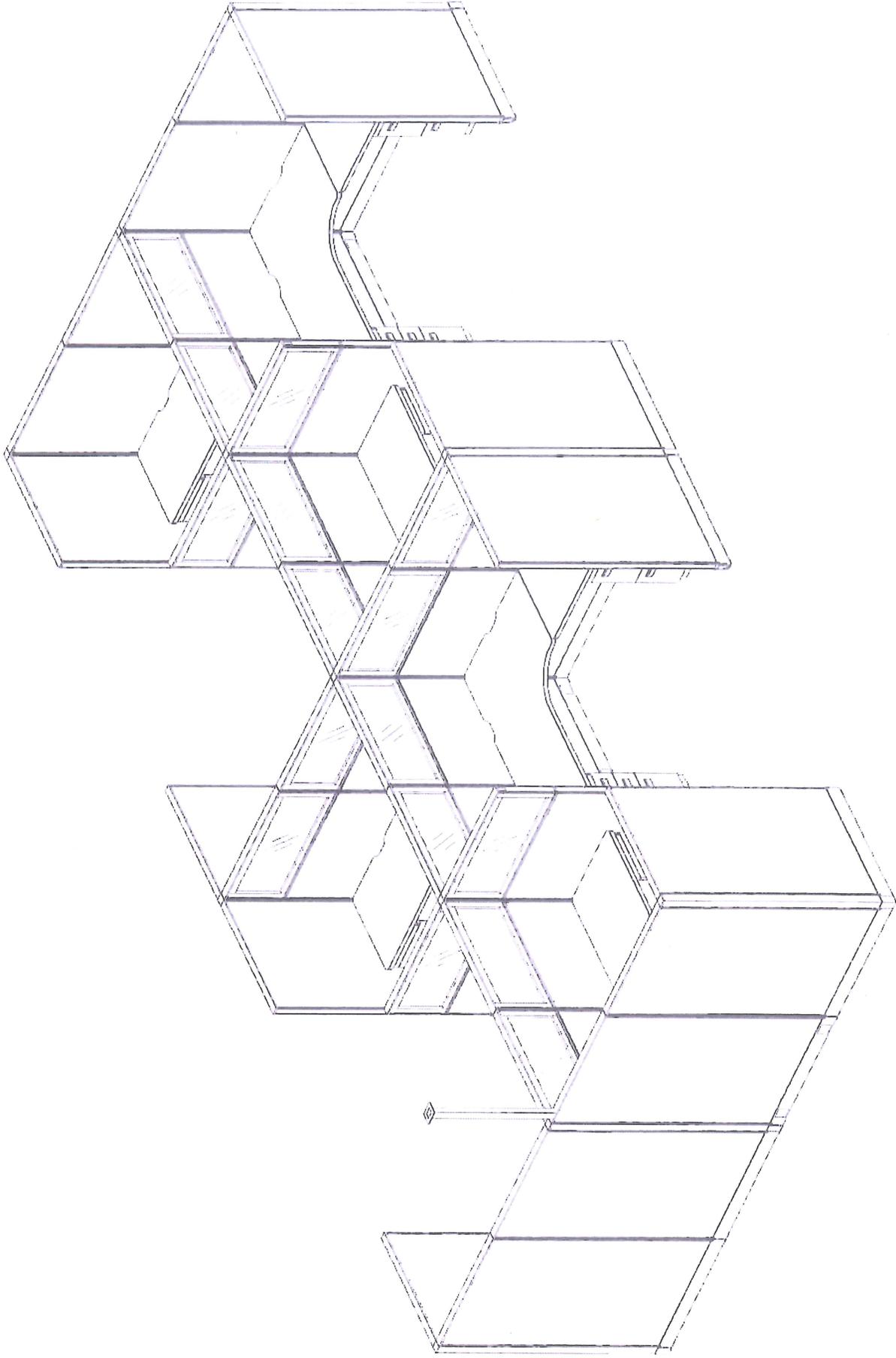


Exhibit B

AFFIDAVIT OF NON-COLLUSION

Office Furniture for WSU/Justice Center Remodel Project
STATE OF WASHINGTON
County of Benton

I, _____ (Vendor),
being first duly sworn, certify that the bid submitted for the above-referenced project is genuine,
not a sham or collusive bid, and not made in the interest of or on behalf of any undisclosed
person, firm, or corporation, and it is not submitted in conformity with any agreement or rules
of any group, association, organization, or corporation. The Vendor has not directly or indirectly
induced or solicited any other Vendor to submit a false or sham bid. The Vendor has not solicited
or induced any person, firm, or corporation to refrain from bidding. The Vendor has not sought
by collusion to obtain for himself or herself any advantage over any other vendor or over the
County.

(Company Name)

(Vendor's Signature)

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2016.

NOTARY PUBLIC in and for the State of _____,

residing at _____

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

Office Furniture for WSU/Justice Center Remodel Project
STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials for the above-referenced project and that the Vendor shall not refuse employment to any person related to the Vendor Purchasing Agreement because of such person's race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability, unless based on a bona fide occupational qualification. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

(Company Name)

(Vendor's Signature)

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2016.

NOTARY PUBLIC in and for the State of _____,

residing at _____

Exhibit D

“SAMPLE” VENDOR PURCHASING AGREEMENT Terms and Conditions

THIS AGREEMENT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "County"), and **[name of Vendor and Vendor's legal form, i.e. "Inc" or "LLC" if applicable]**, (hereinafter "Vendor) with its principal offices at **[Vendor's address]** (hereinafter "Vendor").

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

1. Scope of Work

- a. Vendor agrees to furnish to the County and install the products listed in Exhibit A, **[Office Furniture CB 16-14]**, as they are requested by the County throughout the term of this Agreement, in accordance with its bid dated _____ (Exhibit B), and to supply all such products strictly in accordance with the specifications and requirements set forth in Exhibits A and B. Vendor agrees to provide any and all products for the term of this Agreement at the same cost per item as set forth in Exhibit A.
- b. Unless requested otherwise by the County, all deliveries of products to the County are to be made F.O.B. Benton County Justice Center, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.
- c. No amendment or modification may be made to this Agreement, unless set forth in a written contract amendment signed by both parties. Performance under a contract amendment shall not proceed until the contract amendment is duly executed by both parties.

2. Contract Documents

This Agreement consists of these terms and conditions and the following documents, which are attached hereto and incorporated herein by reference:

- Exhibit A – Product list;
- Exhibit B – Vendor's Bid;
- Exhibit C – Invitation for Bids including exhibits;
- Exhibit D – Affidavit of Non-Collusion;
- Exhibit E – Anti-Discrimination Certificate; and
- Exhibit F – Benton County Resolution _____ providing Notice of Lowest Responsible Bidder;
- Exhibit G – Prevailing Wages.

3. Compensation

- a. The County agrees to purchase from Vendor office furniture at the prices set forth in Exhibit A. The total amount that County may pay to Vendor for the purchase of such goods pursuant to this

Agreement shall not exceed _____ Dollars and _____ Cents (\$_____). The Vendor must supply the quantities of product requested by the County as they are requested during the term of this Agreement. The Vendor may choose to order products all at once and store the products in a secured and insured warehouse until time of delivery and installation. If Vendor chooses to exercise this option, the County shall pay for the product once Paul Schut or Larry Hueter of the Benton County Commissioners' Office, or a duly authorized designee, verifies the product has been delivered to a secured and insured warehouse and the County accepts the product as conforming.

- b. The Vendor may submit invoices to the County no more than once per month during the course of this Agreement. Each invoice must include all products delivered and installed and/or accepted by the County during the applicable billing period. Invoices shall detail the quantity, type, and price of the product, and the date of delivery. The County will remit payment to the Vendor within thirty (30) days from the date of receipt of the invoice.

4. **Contract Term**

The term of this Agreement shall begin immediately upon execution by both parties, and shall expire on ***December 31, 2017***.

5. **Contract Representatives**

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

- a. For Vendor: [Insert name and address]

- b. For County:
Paul Schut
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
(509) 736-3082
Paul.Schut@co.benton.wa.us

6. **Hold Harmless and Indemnification**

The Vendor shall hold harmless, indemnify, and defend the County and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of the Vendor or its agents, employees, or representatives or their property upon or in the proximity of the property of the County. The Vendor's agreement to hold County harmless shall apply to any act or omission, willful misconduct or negligence, whether passive or active, except that this hold-harmless agreement shall not be applicable to injury, sickness, death, or damage

caused by or arising out of the sole negligence of the County or its officers, officials, employees, or agents. Vendor further acknowledges and agrees that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

7. **Insurance**

- a. **Workers Compensation:** Vendor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Vendor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Vendor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Vendor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation and employers liability.

If Vendor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Agreement.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Agreement, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vender from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Agreement by Vendor or by anyone directly employed by or contracting with Vendor. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the County and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vender will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under Section 6. Vendor's commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

Vendor shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$500,000 Each Accident

\$500,000 Policy Limit for Disease

\$500,000 Each Employee for Disease

- c. **Automobile Liability:** The Vendor shall maintain, during the life of this Agreement, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Vendor has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect Vendor from claims which may arise from the performance of this Agreement, whether such operations are by the Vendor or by anyone directly or indirectly employed by the Vendor.
- d. **Other Insurance Provisions:**
1. The Vendor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County and its elected and appointed officers, officials, employees, and agents. Vendor's liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the County shall be excess and not contributory to Vendor's insurance policies.
 2. The Vendor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, or agents.
 4. The Vendor'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.
 5. The Vendor 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.
 6. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
 7. The Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Agreement shall be written on an Occurrence Policy form.
 8. Vendor hereby agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit VENDOR to enter into a pre-loss agreement to waive subrogation without an

endorsement, then Vendor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Vendor enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to Vendor under this Agreement are expressly conditioned upon Vendor's strict compliance with all insurance requirements. Payment to Vendor may be suspended in the event of non-compliance. Upon receipt of evidence of Vendor's compliance, such payments not otherwise subject to withholding or set-off will be released to Vendor.

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

All insurance required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Washington and have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the Vendor, other than Auto Liability and Workers Compensation, shall specifically include the County and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the County. Any insurance or self-insurance maintained by the County and its elected and appointed officials, employees, and agents shall be excess of the Vendor's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative.
3. All written notices under this section and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative.
4. The Vendor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

8. **Non-Waiver of Rights**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be a waiver.

9. Independent Contractor

- a. The Vendor's services shall be furnished by the Vendor as an independent contractor and not as an agent, employee, or servant of the County. The Vendor specifically has the right to direct and control Vendor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- b. The Vendor acknowledges that the entire compensation for this Agreement is set forth in Section 3 of this Agreement, and neither the Vendor nor its employees are 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 County employees.

10. Inspection of Books and Records

The County may, at reasonable times, inspect the books and records of the Vendor relating to the performance of this Agreement. The Vendor shall keep, and make available to the County upon request, all records relating to the performance of this Agreement for six (6) years after contract termination or expiration.

11. Choice of Law and Jurisdiction

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

12. Successors and Assigns

The County, to the extent permitted by law, and the Vendor each bind themselves, and their partners, successors, executors, administrators, and assigns, to the other party to this Agreement and to the partners, successors, administrators, and assigns of the other party in respect to all covenants to this Agreement.

13. Termination

The County may terminate this Agreement 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 Agreement upon giving ten (10) days written notice by certified mail to the Vendor. In that event, the County shall pay the Vendor for actual costs incurred by the Vendor in performing the Agreement up to the date of such notice. Nothing in this Section 13 shall limit the rights of the County pursuant to this Agreement or by applicable law.

14. Compliance with Laws and Prevailing Wages

The Vendor shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws for the installation Office Cubicles in the Benton County Assessor's Office, Office of Public Defense, and Department of Information Technology. Specifically, at a minimum, the prevailing wages set out in Exhibit G, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors or sub-

subcontractors who do any work for the Vendor on this project. The Vendor shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to the County prior to subcontractor commencing any work on the project. The schedule in Exhibit G is duplicated from the Washington State Department of Labor and Industries' website, it is provided for informational purposes only, and the County takes no responsibility for any inaccuracies or ambiguities contained therein. If the Vendor believes the schedule contains any ambiguities or inaccuracies, then the Vendor is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve the Vendor from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

15. Nondiscrimination

The Vendor and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or disability, including sensory, mental, or physical disability, unless based on a bona fide occupational qualification.

16. Disputes

Disputes over the Vendor's performance shall be promptly addressed in writing by the aggrieved party 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 Vendor 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 Vendor's right to seek judicial relief.

17. Assignment, Delegation, and Subcontracting

The Vendor shall perform the services under this Agreement using only its bona fide employees or agents, and the obligations and duties of the Vendor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the County's Contract Representative.

18. Entire Agreement

The parties agree that this Agreement is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

19. 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 5 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

20. Severability

- a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

21. Litigation Hold Notice

In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Vendor regarding the work performed under this Agreement may be of evidentiary value, the County may issue written notice to Vendor of such circumstances and direct the Vendor to "hold" such records. In the event that Vendor receives such written notice, Vendor shall abide by all directions therein whether or not such written notice is received at a time when a contract between Vendor and the County is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

22. Public Records Act

Vendor hereby acknowledges that the County is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, Vendor understands that to the extent a proper request is made, the County may be required by virtue of that Act to disclose any records related to this Agreement actually in its possession or in Vendor's possession. This may include records that Vendor might regard as confidential or proprietary. To the extent that Vendor provides any records to the County that it regards as confidential or proprietary, Vendor agrees to conspicuously mark the records as such. Vendor also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of County's release of records covered under the Public Records Act. County agrees to take all reasonable steps to notify Vendor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by Vendor as confidential or proprietary, so that Vendor may seek a judicial order of protection if necessary.

23. Survivability

All contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, provisions for indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

24. Confidentiality

The Vendor, and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the County or acquired by the County in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court

of competent jurisdiction. The Vendor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

- This section left intentionally blank. -

Exhibit F

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE PURCHASE OF OFFICE FURNITURE (CB 16-14)

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of office furniture for the WSU/Justice Center Remodel per Resolution 2016-xxx; and

WHEREAS, representatives of the Benton County Commissioners' Office received and opened [number of bids] on [date] as provided in the invitation to bid; and

WHEREAS, the bids were from the following Bidders:
[list bidder's, bid amount]; and

WHEREAS, the representatives of the Benton County Commissioners' Office reviewed the bid proposals and recommend awarding the Vendor Purchasing Agreement to [vendor's business name]; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed [vendor's business name] to be the lowest responsible bidder for the purchase of office furniture and shall be required to enter into an Agreement with Benton County in accordance with its bid and in the form of Exhibit D to the Office Furniture Invitation for Bid CB 16-14 within ten (10) days of this notice.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

County	Trade	Job Classification	Wage	Holiday	Overtime
Benton	Laborers	General Laborer	\$37.01	7B	1M
Benton	Electricians - Inside	Journey Level	\$59.30	5A	1E