



**NATIVIDAD MEDICAL CENTER  
CONTRACTS/PURCHASING  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906  
(831) 755-4223**

**REQUEST FOR PROPOSALS  
# 9600-2  
For  
MEDITECH SCANNING & ARCHIVING  
PROJECT MANAGER (PHASE 2)/SERVICES  
FOR NMC**

**PROPOSALS DUE BY  
3:00 P.M. (PST)  
MONDAY, MARCH 8, 2010**

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## GENERAL REQUIREMENTS SECTION

### 1.0 INTENT

It is the intent of the Natividad Medical Center to solicit sealed proposals from qualified CONTRACTORS, through the Request for Proposal (RFP) process, to provide Natividad Medical Center (NMC) with the Project Manager selected for the Meditech Scanning & Archiving module (Phase 2). These proposals will be evaluated to select the Project Manager (hereinafter referred to as CONTRACTOR) to negotiate an agreement with the County of Monterey.

### 2.0 BACKGROUND

Natividad Medical Center (NMC) is a 172-bed acute care medical center owned and operated by Monterey County. A Board of Trustees appointed by the Board of Supervisors works with Administration on day-to-day operations of the medical center.

NMC is a county-owned community hospital emphasizing the care of women, children and families. Fully Accredited by the Joint Commission on Accreditation of Hospitals and Healthcare Organizations (TJC), Natividad Medical Center is a modern medical center campus offering comprehensive inpatient, outpatient, diagnostic and specialty care.

### 3.0 CALENDAR OF EVENTS

3.1	Issue RFP	February 23, 2010
3.2	Pre-Proposal Meeting	NONE
3.3	Deadline for Written Questions	March 1, 2010
3.4	Proposal Submittal Deadline	March 8, 2010
3.5	Estimated Notification of Selection	March 26, 2010
3.6	Estimated Agreement Date	April 6, 2010

*This schedule is subject to change as necessary.*

## 4.0 NMC POINTS OF CONTACT

4.1 Questions and correspondence regarding this RFP shall be directed to:

**Sid Cato, Management Analyst/Contracts**

Natividad Medical Center

1441 Constitution Blvd

Salinas, CA 93906

(831) 755-4223 FAX: (831) 757-2592

Email: [catosl@natividad.com](mailto:catosl@natividad.com)

4.2 All questions regarding this RFP shall be submitted in writing (Email or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this RFP is indicated in **Section 3.0 CALENDAR OF EVENTS**.

4.4 Late questions may not be answered. Only answers to questions communicated by formal written addenda will be binding.

4.5 Interested CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this Request for Proposals without first contacting the persons listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR**

## 5.0 SCOPE OF SERVICE

5.1 NMC will be continuing the implementation of Meditech's Scanning and Archiving (SCA) module (Phase 2). Phase 2 is defined as all components of SCA with the exception of Point of Contact scanning which will already be live in Admitting. NMC will be on Meditech version 5.64. Project work is expected to begin May 17<sup>th</sup>, 2010. Go LIVE will be January, 2011. Proposals to assist in this key strategic initiative for the hospital are now being accepted. The firm selected to complete the work (Selected Firm) will augment a staff of eight presently in information technology.

Several components will need to be covered:

- Project management. The project manager will have day-to-day responsibility for the project operationally, financially, and technically. This individual will report to the CIO. In the role as a “**working**” project manager, this individual will chair both a steering committee comprised of the CIO and other administrators and directors as well as the task force comprised of those performing the day-to-day work. Additionally, this person will complete build work as well.

- Enhancement selection and testing of new enhancements. Each new enhancement will be reviewed and recommendations will be made to the steering committee. Those enhancements selected will then be tested and the results reported back to the steering committee. The steering committee could meet as often as twice weekly.
- Build and implementation. Selected enhancements will be built and implemented.
- End user training (including super users) and documentation creation.
- IT staff training.
- Go-LIVE support. This support will be provided for two weeks post go-live.  
It is important to consider the small size of the information technology team in place, and the need for the project manager to truly be a "working" project manager.

## **6.0 CONTRACT TERM**

- 6.1** The term of the AGREEMENT will be for one year with the option to extend the AGREEMENT for one additional year.
- 6.2** If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension in writing, including any changes in rate and/or terms and conditions.
- 6.3** The County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, with a thirty (30) day written notice, or immediately with cause based on performance measures set in final agreement.

## **7.0 SELECTION CRITERIA**

- 7.1** The selection of CONTRACTOR(s) and subsequent contract award(s) will be based on the criteria contained in the Request for Proposal proposals, as demonstrated in the submitted proposal. CONTRACTORS should submit information sufficient for the County to easily evaluate proposal with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- 7.2** The selection criteria include, but are not limited to, the following:
  - 7.2.1 Lowest overall price and value
  - 7.2.2 CONTRACTOR'S familiarity with major hospital and Meditech IS operation and a proven track record on IT Project Management.
  - 7.2.3 Sustained industry reputation for customer satisfaction in product, service and providing necessary technical advice and support as needed.
  - 7.2.4 Ability of the company to provide all the required services.
  - 7.2.5 Client references. The selected organizations will be contacted to determine the quality of work performed and personnel assigned to the project.

7.2.6 Managerial Capability

7.2.7 CONTRACTOR's consultants should have on average of at least two (2) to five (5) years of experience with Meditech client server applications.

## **8.0 PRICING AND NEGOTIATION**

- 8.1** CONTRACTOR(s) must specify for how long the bid prices are guaranteed and must specify both time frame and maximum percentage of any price increase to be implemented during the term of the Agreement.
- 8.2** Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 8.3** Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

## **9.0 PREFERENCE FOR LOCAL CONTRACTORS**

- 9.1** General Requirements - Each local CONTRACTOR providing goods, supplies or services funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 9.2** Rights of First Refusal - Each local CONTRACTOR who participates in the original sealed Proposal process and is within five percent of the lowest responsible Proposal shall be provided the opportunity to reduce the local CONTRACTOR'S Proposal to the amount equal to the amount of the lowest responsible Proposal if the lowest responsible Proposal is submitted by other than a local CONTRACTOR. The opportunity to reduce Proposal amounts shall be provided first to the lowest eligible local CONTRACTOR and, if not accepted by such CONTRACTOR within five (5) business days of the opening of Proposals, then to each successive local eligible CONTRACTOR within five (5) percent of the lowest responsible CONTRACTOR in ascending order of the amount of Proposals.
- 9.3** "Local CONTRACTOR" Defined - For the purpose of this section, the term "local CONTRACTOR" shall mean a business or resident doing business as a CONTRACTOR in Monterey County, San Benito County, and Santa Cruz County for not less than the past five (5) consecutive years.

## GENERAL PROVISIONS SECTION GP

### GP 1.0 CONTRACT AWARDS

- GP 1.1** Multiple Award(s): The County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR(s) at the sole discretion of and benefit to the County.
- GP 1.2** The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- GP 1.3** Interview: The County reserves the right to interview selected CONTRACTOR(s) before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- GP 1.4** Incurred Costs: The County is not liable for any cost incurred by CONTRACTOR(s) in response to this solicitation.
- GP 1.5** Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision.
- GP 1.6** The award(s) resulting from this solicitation will be made to the CONTRACTOR(s) that submit(s) a response that, in the sole opinion of the county, best serves the overall interest of the County. Awards will not be based on cost alone.
- GP 1.7** Prices are to remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted according to the terms and conditions of the AGREEMENT. County does not guarantee a minimum or maximum dollar value for any Agreement or Agreements resulting from this solicitation.

### GP 2.0 PROPOSAL SUBMITTALS

- GP 2.1** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- GP 2.2** Monterey County reserves the right to reject any and all Proposals, or part of any Proposal, to postpone the scheduled Proposal deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly effect or alter the substance of an otherwise responsible Proposal and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

- GP 2.3** Proposals must be received BEFORE the time and date specified, at the location and to the person specified on the signature page.
- GP 2.4** ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER OF THE ENVELOPE, THE CONTRACTOR'S NAME AND ADDRESS, **THE SOLICITATION NUMBER, AND THE NAME OF THE PERSON SPECIFIED ON THE SIGNATURE PAGE.**
- GP 2.5** It is the sole responsibility of the CONTRACTOR to ensure that the Proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- GP 2.6** Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION # [indicate the applicable solicitation number.
- GP 2.7** Each EXCEPTION shall include the page number, section number, and referenced item number as appropriate.

### **GP 3.0 PROPOSAL FORMAT AND CONTENT**

- GP 3.1** Any page of the CONTRACTOR'S response package that is deemed to be a trade secret by the CONTRACTOR shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.
- GP 3.2** To be considered "responsive," submitted Proposals should adhere to the following guidelines:
- GP 3.2.1 Proposals should be prepared on 8-1/2" x 11" paper and bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets and other pertinent information or work product examples may be included as Appendices.
  - GP 3.2.2 Reproductions of the Monterey County Seal should not be used in any documents submitted in response to this solicitation.
  - GP 3.2.3 Indicate the name and title of the CONTRACTOR'S primary contact person. Also, include their mailing address, telephone number, and fax number, along with their Email address, if any.
  - GP 3.2.4 A copy of any agreement proposed by the CONTRACTOR(s) as part of their response to this solicitation must be submitted along with their Proposal. These agreements will be considered as part of the bid package prior to an award selection being made. **THE INCLUSION OF A PROPOSED AGREEMENT DOES NOT GUARANTEE ACCEPTANCE OF THAT AGREEMENT BY THE COUNTY.** Therefore, CONTRACTOR'S Proposal should specify what, if any, terms of their Proposal would be different if the County does not accept the proposed agreement, in whole or in part. **CONTRACTOR agreements will not be**

**considered if submitted after the Deadline for Proposals.** (Refer to Section **GP 5.0 AGREEMENT TO TERMS AND CONDITIONS.**)

GP 3.2.5 Submit complete documentation as listed in Section **7.0 SELECTION CRITERIA.**

GP 3.2.6 To validate your Proposal, **submit the SIGNATURE PAGE with your Proposal.** Proposals submitted without this page will be deemed non-responsive. Proposal signatures must be manual and in ink. All prices and notations must be typed or written in ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the Proposal.

**GP 3.3** Submit one (1) single-sided original Proposal and two (2) single or double-sided copies of the CONTRACTOR'S proposed responses, with one (1) clearly marked "Original." (Total of three Proposal packets.)

## **GP 4.0 PROPOSAL STANDARD INSTRUCTIONS AND CONDITIONS**

**GP 4.1** Propose on each item separately. Prices shall be quoted in units specified. If total extended price differs from unit price, the unit price shall prevail.

**GP 4.2** Brand names and numbers when cited are informational unless stipulated otherwise. Proposals for equal items will be considered, provided the Proposal clearly describes the article offered and its proposed equal in quality, utility and/or performance. Proposals not indicating otherwise will be considered to be for the exact item specified.

**GP 4.3** Delivery time shall be a part of the consideration of Proposal submissions. Specify delivery time in days after receipt of order (ARO).

**GP 4.4** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.

**GP 4.5** ACCEPTANCE TIME: Proposals are subject to acceptance at any time within 90 days after opening.

**GP 4.6** TAXES: Do not include sales or use tax in Proposal responses. The County shall pay such applicable taxes. Do not include Federal Excise Tax. The County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

**GP 4.7** CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

- GP 4.8 HAZARDOUS MATERIALS:** Transportation of any hazardous materials to the County of Monterey shall be done so in conformance with SARA Title 3 as amended. Appropriate documentation shall be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that the County of Monterey shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. The County of Monterey shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. The County of Monterey does not take the responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage prior to delivery and acceptance by the County.
- GP 4.9 WARRANTY:** The Proposer shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period.
- GP 4.10** Any discount offered by the CONTRACTOR(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of Proposals, will a discount be considered that requires payment in less than 30 days.

## **GP 5.0 AGREEMENT TO TERMS AND CONDITIONS**

CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service. The agreement will be written by the County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT**” enclosed herewith. Submission of a signed bid/Proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this request and the standard provisions of the **SAMPLE AGREEMENT**. The County may consider including language from the CONTRACTOR’S proposed agreement if submitted following the procedures identified in Section **GP 3.0 PROPOSAL FORMAT AND CONTENT**.

## **GP 6.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

In the case of default by the CONTRACTOR, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONTRACTOR or by proceeding against a performance bond of the CONTRACTOR, if any, or by suit against the CONTRACTOR. The prices paid by the County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the CONTRACTOR.

## **GP 7.0 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter “County”), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused solely by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## **GP 8.0 INSURANCE**

### **GP 8.1 Evidence of Coverage:**

Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to NMC’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### **GP 8.2 Qualifying Insurers:**

All coverage’s, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

### **GP 8.3 Insurance Coverage Requirements:** Without limiting CONTRACTOR’S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

GP 8.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed

Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- GP 8.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- GP 8.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- GP 8.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

**GP 8.4 Other Insurance Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

- GP 8.5** Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- GP 8.6** Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as

*Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.*

- GP 8.7** Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the NMC's contract administrator and NMC's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- GP 8.8** CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to NMC's Contract Administrator and NMC's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County or NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County or NMC, at its sole discretion, to terminate this Agreement immediately.

## **GP 9.0 INVOICES**

CONTRACTOR shall reference the AGREEMENT number and solicitation number on all invoices submitted to the NMC. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## **GP 10.0 RIGHTS TO PERTINENT MATERIALS**

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County or NMC, and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

## **GP 11.0 CONTRACT AUDITS**

CONTRACTOR agrees that Monterey County or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

## **GP 12.0 NON-DISCRIMINATION**

**GP 12.1** During the performance of this contract, the CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The CONTRACTOR(s) shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, *et seq.*).

**GP 12.2** The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, *et seq.*, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

**GP 12.3** The successful CONTRACTOR(s) shall include the non-discrimination and compliance provisions of the clause in all Agreements with subcontractors to perform work under the contract.

### **GP 13.0 INDEPENDENT CONTRACTOR**

**GP 13.1** The CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of the County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

**GP 13.2** Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

### **GP 14.0 CONFLICT OF INTEREST**

The CONTRACTOR covenants that the CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the Agreement, presently have no interest and during the term of the Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR'S services under the Agreement.

## SAMPLE AGREEMENT SECTION

## SAMPLE AGREEMENT

This AGREEMENT is made and entered into by and between Natividad Medical Center, County of Monterey, a political subdivision of the State of California, hereinafter referred to as "NMC", and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

## RECITALS

- A. WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # \_\_\_\_\_) for \_\_\_\_\_, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

## PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the Contractor's proposal, NMC hereby engages the CONTRACTOR to provide the services set forth in RFP # \_\_\_\_\_ and in this Agreement on the terms and conditions contained herein and in RFP # \_\_\_\_\_. The intent of this Agreement is to summarize the contractual obligations of the parties. The component parts of this Agreement include the following:

RFP # \_\_\_\_\_ dated \_\_\_\_\_,  
Contractor's Proposal dated \_\_\_\_\_, including all attachments and exhibits, to RFP # \_\_\_\_\_ Agreement

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: Agreement, General Requirements and General Provisions, Contractor's Proposal (with all attachments and exhibits), RFP # \_\_\_\_\_, Certificate of Insurance, and Additional Insured Endorsements.

## 1.0 SCOPE OF SERVICE

NMC will be continuing the implementation of Meditech's Scanning and Archiving (SCA) module (Phase 2). Phase 2 is defined as all components of SCA with the exception of Point of Contact scanning which will already be live in admitting. NMC will be on Meditech version 5.64. Project work is expected to begin May 17<sup>th</sup>, 2010. Go LIVE will be January, 2011. Proposals to assist in this key strategic initiative for the hospital are now being accepted. The firm selected to complete the work (Selected Firm) will augment a staff of eight presently in information technology.

Several components will need to be covered:

MEDITECH SCANNING & ARCHIVING PROJECT MANAGER (PHASE 2)/ SERVICES FOR NMC

- Project management. The project manager will have day-to-day responsibility for the project operationally, financially, and technically. This individual will report to the CIO. In the role as a “**working**” project manager, this individual will chair both a steering committee comprised of the CIO and other administrators and directors as well as the task force comprised of those performing the day-to-day work. Additionally, this person will complete build work as well.
- Enhancement selection and testing of new enhancements. Each new enhancement will be reviewed and recommendations will be made to the steering committee. Those enhancements selected will then be tested and the results reported back to the steering committee. The steering committee could meet as often as twice weekly.
- Build and implementation. Selected enhancements will be built and implemented.
- End user training (including super users) and documentation creation.
- IT staff training.
- Go-LIVE support. This support will be provided for two weeks post go-live.

It is important to consider the small size of the information technology team in place, and the need for the project manager to truly be a "working" project manager.

## **2.0 TERM OF AGREEMENT**

- 2.1 The initial term shall commence with the signing of the AGREEMENT through and including \_\_\_\_\_, with the option to extend the AGREEMENT for one (1) additional year periods. The County is not required to state a reason if it elects not to renew this AGREEMENT.
- 2.2 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 2.3 The County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or with cause immediately.

## **3.0 COMPENSATION AND PAYMENTS**

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A
- 3.2 NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Invoice amounts shall be billed directly to the ordering department.
- 3.4 CONTRACTOR shall reference the AGREEMENT number and RFP # \_\_\_\_\_ on all invoices submitted to t NMC. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 4.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

**TO THE COUNTY:**

Purchasing Manager  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906

Tel. No.: (831) 755-4223 FAX No.: (831) 757-2592

**TO THE CONTRACTOR:**

Name  
Address

Tel. No. \_\_\_\_\_ FAX No. \_\_\_\_\_

## PROPOSAL PACKAGE SECTION

**SIGNATURE/PRICING PAGE**

NATIVIDAD MEDICAL CENTER  
CONTRACTS/PURCHASING DIVISION

RFP # 9600-2  
ISSUE DATE: **2-24-2010**



RFP TITLE: **MEDITECH SCANNING & ARCHIVING PROJECT MANAGER (PHASE 2)**  
PROPOSALS ARE DUE IN THE OFFICE OF THE PURCHASING MANAGER BY  
3:00 P.M., LOCAL TIME, ON **Monday, March 8, 2010**

ADDRESS:  
PURCHASING MANAGER  
NATIVIDAD MEDICAL CENTER  
1441 CONSTITUTION BLVD.  
SALINAS, CA 93906

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO  
Sid Cato (831) 755-4223

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL:  
 CONTRACTOR'S PROPOSED FEE SCHEDULE IN ACCORDANCE WITH Section 6.2.6

This Signature/Pricing page must be included with your submittal in order to validate your proposal.  
**Proposals submitted without this page will be deemed non-responsive.**

**CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS RFP.**

**BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL**  
I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Street Address/PO Box: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

License No. (if applicable): \_\_\_\_\_ License Classification (if applicable): \_\_\_\_\_