

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

**REQUEST FOR PROPOSALS  
# 9600-19  
For  
Landscaping Maintenance Services  
At  
Natividad Medical Center**

**Proposals are due by 3:00 pm (PST) on  
Monday, August 15, 2011**

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## **SOLICITATION DETAILS SECTION**

### **1.0 INTENT**

- 1.1 Natividad Medical Center (NMC) has identified a need to enhance Landscaping Maintenance Services for NMC and would like to partner with "Best in Class" vendor(s) that can provide these services, capitalizing on best practice models the vendor(s) has developed. It is the intent of Natividad Medical Center to solicit sealed proposals from qualified CONTRACTORS, through the Request for Proposal (RFP) process. These proposals will be evaluated to select the Vendor (hereinafter referred to as CONTRACTOR) to negotiate an agreement with NMC.
  
- 1.2 The contract period of performance will be for three (3) years with the option to renew for two (2) additional one year periods. Fixed prices for the first year will be established as part of the initial contract. Pricing for subsequent years shall not exceed the consumer price index for the California Central Coastal area. Costs for any enhancements in service will be negotiated.

### **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, 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                           | Friday, July 29, 2011      |
| 3.2 | Mandatory Pre-Proposal Meeting      | Friday, August 5, 2011     |
| 3.3 | Deadline for Written Questions      | Wednesday, August 10, 2011 |
| 3.4 | Proposal Submittal Deadline         | Monday, August 15, 2011    |
| 3.5 | Estimated Notification of Selection | Wednesday, August 17, 2011 |
| 3.6 | Estimated AGREEMENT Date            | September 13, 2011         |

*This schedule is subject to change as necessary.*

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a Natividad Medical Center mailing, shall contact the person designated in the NATIVIDAD POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing Natividad Medical Center of their mailing information or by regularly checking the NMC web page at [www.natividad.com](http://www.natividad.com) (Vendors tab). Addenda will be posted on the website the day they are released.
- 3.8 **A MANDATORY PRE-PROPOSAL MEETING:** Pre-proposal meeting will be held on **Friday, August 5, 2011.**
- 3.9 The bidder must carefully inspect all parcels, locations and conditions prior to submitting a proposal. NMC and the County will in no case be responsible for any loss or any unforeseen costs that may be suffered by the CONTRACTOR as a result of the CONTRACTOR's failure to inform his/herself of all conditions pertaining to the work.

Areas may be subject to change.

- 3.10 Bidder is required to bid and charge areas per Area as identified in this RFP:

Area 1 – Area within boundaries as shown on document titled NMC Landscaping Boundaries excluding areas 2 and 3.

Area 2 – Area surrounding building 151 as shown by boundaries on document titled Landscaping – 151 and 400.

Area 3 – Area surrounding building 400 as shown by boundaries on document titled Landscaping – 151 and 400.

- 3.11 NMC and the County reserve the right to add other areas for an additional cost. We may remove some areas and receive a cost savings on those areas

## 4.0 NATIVIDAD POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for Natividad Medical Center

**Sid Cato**

**Management Analyst / Contracts**

Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

PHONE: (831) 755-4223

FAX: (831) 757-25-92

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

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTORS shall not contact NMC or County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

## 5.0 SCOPE OF WORK

Contractor shall maintain the Natividad Medical Center site in accordance with the following specification and conditions:

- 5.1 Water and Irrigation – Automatic irrigation shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth. This shall be accomplished by adjusting automatic controller and spray patterns, based on changes in rainfall and temperature.
- 5.2 Trees, Shrubs, and Vines – Pruning, thinning and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking of trees shall be inspected regularly and changed as required to permit growth expansion. Pruning of trees above 15 feet shall be accomplished annually.
- 5.3 Ground Cover and Flowers – Maintenance shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds to be weeded, and pre-emergents and post-emergents applied as necessary.
- 5.4 Lawns – Mow all lawns on a scheduled basis so as to maintain a neat appearance and to promote healthy growth. The grass shall be edged to its local confines. After mowing and edging, the tall grass shall be removed from sidewalks, driveways and curbs. Lawns shall be aerated, dethatched, fertilized, sprayed, and reseeded as necessary. Bermuda grass, crabgrass, nutgrass, and other grassy weeds shall be controlled.
- 5.5 Hardscaped Areas – Rake or blow leaves and trash from driveways, walkways, and parking lots. Empty exterior trash cans and ash trays daily.
- 5.6 Misc. Inclusions – Trash pickup throughout site, labor to apply pre-emergents, post-emergents, fertilizers, and pesticides, weeding, leaf fall clean up, planter bed maintenance, weed control in unlandscaped areas. Any damages to irrigation system, plants, or property by contractor shall be repaired or replaced at no cost to owner. Clippings, tree trimmings, dead plant material, etc. shall be disposed of at no cost to owner.
- 5.7 Extras – Sprinkler parts and labor, additional plant materials, annual color, manual watering, pressure washing, weed control in areas bordering the site, pre-emergents, post-emergents, fertilizers, and pesticides supplies.

## 6.0 CONTRACT TERM

- 6.1 The initial term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods.
- 6.2 The AGREEMENT(s) shall contain a clause that provides that Natividad Medical Center (County of Monterey) reserves the right to cancel this AGREEMENT(s), or any extension of this AGREEMENT(s), without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.3 If the AGREEMENT(s) includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT(s).
- 6.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3.2 Natividad Medical Center does not have to provide a reason if it elects not to renew.

## 7.0 PROPOSAL PACKAGE REQUIREMENTS

### 7.1 CONTENT AND LAYOUT:

- 7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

<b><u>Proposal Package Layout;</u></b> <b>Organize and Number Sections as Follows:</b>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RECEIPT OF SIGNED ADDENDA(s) (IF ANY)
	SIGNATURE PAGE
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES (ATTACHMENT B)
Section 4	PRICING (ATTACHMENT A)
Section 5	EXCEPTIONS
Section 6	APPENDIX

**Section 1 Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide as follows:

**Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

**Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

**Signed Signature Page and Signed Addenda** (if any addenda's were released for this solicitation). Proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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**Section 2, Qualifications necessary to fulfill the "Scope of Work" Section 5:**

- Response to Section 5.1-
- Response to Section 5.2-
- Response to Section 5.3-
- Response to Section 5.4-
- Response to Section 5.5-
- Response to Section 5.6-
- Response to Section 5.7-

**Section 3, Project Experience & References:**

**Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the services identified herein.

**Experience & References:** CONTRACTOR shall complete and submit ATTACHMENT B attached hereto in which CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

**Section 6, Exceptions:**

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). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

**Section 7, Appendix:**

**Appendices:** CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

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***Additional Sections to consider including:***

**Financial Stability Section:**

CONTRACTOR shall provide proof of its financial capacity and capabilities to undertake and successfully provide services required under this contract. The County reserves the right to check and evaluate CONTRACTOR’S financial capacity and capability by any means deemed appropriate. The submission of this information in the proposal is desired by the County, but is not mandatory. However, if a CONTRACTOR chooses not to include this information with their proposal package, this information may be requested after the short list is announced. If at that time CONTRACTOR is requested to submit the information and fails to do so, its proposal will be considered non-responsive.

7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposals or qualifications packages shall adhere to the following:

- 7.2.1 Four (4) sets of the proposal package (one proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to, ”RFQ #9600-19”. In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 7.2.2 Proposals or qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably 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.

- 7.2.3 **Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.**
- 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 7.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining three proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

## 8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL BOXES AND/OR ENVELOPES MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #9600-19 and CONTRACTOR’S COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal or qualifications packages shall be mailed to NMC at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal or qualifications packages must be received by NMC ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package 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.
- 8.4 **Shipping Costs:** 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.

- 8.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. NMC (Monterey County) reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 Ownership: All submittals in response to this solicitation become the property of the NMC (County of Monterey). If a CONTRACTOR does not wish to submit a Proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 8.7 Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

## 9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for NMC to easily evaluate proposals 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.
- 9.2 The selection criteria include, but are not limited to, the following:
- 9.2.1 Pricing
  - 9.2.2 Ability of the contractor to demonstrate direct experience providing landscaping maintenance services as specified in this RFP.
  - 9.2.3 Selection criteria may also include factors determining the responsibility of contractor(s), such as references and past performance.

## 10.0 PREFERENCE FOR LOCAL CONTRACTORS

- 10.1 General Requirements: Each local supplier 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.
- 10.2 Rights of First Refusal: Each local supplier who is within five percent of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall

be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five business days of the opening of bids, who is within five percent of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.

- 10.3 Definitions: For the purpose of this Section, the following terms have the meanings indicated:
- "Area" means Monterey County, San Benito County, and Santa Cruz County.
- "Bid" includes any competitive bid, whether formal or informal.
- "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five consecutive years.
- "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

## 11.0 CONTRACT AWARDS

- 11.1 Multiple Award(s): NMC has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to NMC.
- 11.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the Monterey County Board of Supervisors.
- 11.3 Interview: NMC reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 11.4 Incurred Costs: NMC is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 11.6 In NMC's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of NMC, best serves the overall interest of NMC.
- 11.7 No Guaranteed Value: NMC does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

## **12.0 SEQUENTIAL CONTRACT NEGOTIATION**

- 12.1 NMC will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of NMC, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either NMC or CONTRACTOR, NMC may pursue contract negotiations with the entity that submitted a Proposal which NMC deems to be the next best qualified to provide the services, or NMC may issue a new solicitation or take any other action which it deems to be in its best interest.

## **13.0 AGREEMENT TO TERMS AND CONDITIONS**

- 13.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with NMC (County of Monterey) for the provision of the requested service. The AGREEMENT shall be written by NMC in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. 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 solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. NMC may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

## **14.0 COLLUSION**

- 14.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

## **15.0 RIGHTS TO PERTINENT MATERIALS**

- 15.1 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 NMC when received by NMC and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “**CONFIDENTIAL INFORMATION**” or “**PROPRIETARY INFORMATION**”. NMC will not disclose proprietary information to the public, unless

required by law; however, NMC cannot guarantee that such information will be held confidential.

## **16.0 PREVAILING WAGES**

- 16.1 CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:  
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

## **SAMPLE AGREEMENT SECTION**

### **16.0 AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND CONTRACTOR**

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

### **17.0 RECITALS**

- 17.1 WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # 9600-19 for Landscaping Services in accordance with the specifications set forth in this AGREEMENT; and
- 17.2 WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- 17.3 WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.
- 17.4 NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **18.0 PERFORMANCE OF THE AGREEMENT**

- 18.1 After consideration and evaluation of the CONTRACTOR’S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFP # 9600-19 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 9600-19 The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # 9600-19 dated August 15, 2011 including all attachments and exhibits  
CONTRACTOR’S Proposal dated \_\_\_\_\_,  
AGREEMENT,  
Certificate of Insurance  
Additional Insured Endorsements

- 18.2 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, CONTRACTOR'S Proposal, RFP #9600-19 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.
- 18.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of NMC (Monterey County), or immediate family of an employee of NMC (Monterey County).
- 18.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 18.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## **19.0 SCOPE OF SERVICE**

[ ]

## **20.0 TERM OF AGREEMENT**

- 20.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2014 with the option to extend the AGREEMENT for two (2) additional one (1) year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT.
- 20.2 If NMC exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 210.3 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

## 21.0 COMPENSATION AND PAYMENTS

- 21.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 21.2 Prices shall remain firm for the initial term of this 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.
- 21.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 21.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 21.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.
- 21.6 Tax:
- 21.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 21.6.2 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.

## 22.0 INVOICES AND PURCHASE ORDERS

- 22.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the NMC Accounts Payable department at the following address:
- Natividad Medical Center  
Accounts Payable Department  
P.O. Box 81611  
Salinas, CA. 93912
- 22.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to NMC. CONTRACTOR shall submit such invoices 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 (Monterey County) approves in conformity with this AGREEMENT,

and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 22.3 All NMC (County of Monterey) Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 22.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC (County of Monterey). Surcharges and additional fees not included the AGREEMENT must be approved by NMC (County of Monterey) in writing via an Amendment.

### **23.0 INDEMNIFICATION**

- 23.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

### **24.0 INSURANCE REQUIREMENTS**

24.1 Evidence of Coverage:

24.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

24.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. 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 County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

24.2 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 County's Purchasing Officer.

24.3 Insurance Coverage Requirements:

24.3.1 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:

24.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

24.3.2 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 \$1,000,000 per occurrence.

24.3.3 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.

24.3.4 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, 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.

24.4 Other Insurance Requirements:

- 24.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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.
- 24.4.2 Each liability policy shall provide that 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.
- 24.4.3 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.
- 24.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 24.4.5 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 County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County 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, at its sole discretion, to terminate this AGREEMENT immediately.

## 25.0 RECORDS AND CONFIDENTIALITY

- 25.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 25.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 25.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County and NMC rules and regulations related to services performed under this AGREEMENT.
- 25.4 Access to and Audit of Records: NMC (Monterey County) shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC (Monterey County) or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## 26.0 NON-DISCRIMINATION

- 26.1 During the performance of this contract, 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. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. 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.).

- 26.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, 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.
- 26.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **27.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

- 27.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of NMC or Monterey County, nor immediate family of an employee of 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. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 27.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

## **28.0 CONFLICT OF INTEREST**

- 28.1 CONTRACTOR covenants that 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 this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## **29.0 COMPLIANCE WITH APPLICABLE LAWS**

- 29.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT.

CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

- 29.2 CONTRACTOR shall report immediately to NMC's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 29.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

### **30.0 FORCE MAJEURE**

"Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

### **31.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by 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 CONTRACTOR.

**32.0 NOTICES**

Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.

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 manager 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 NMC:  
Contracts Manager  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906  
Tel. No.: (831) 755-4223  
FAX No.: (831) 757-2592  
[catosl@natividad.com](mailto:catosl@natividad.com)

TO CONTRACTOR:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
  
Tel. No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
Email \_\_\_\_\_

**33.0 LEGAL DISPUTES**

CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction’s laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

\_\_\_\_\_  
*NMC Signature*

\_\_\_\_\_  
*CONTRACTOR Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**--END OF SAMPLE AGREEMENT SECTION--**

**ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE**

**ATTACHMENT A: Fee Schedule**

The undersigned, having read and understood all proposal information, hereby submits fees for:

**A. LANDSCAPING SERVICES**

It is understood that the final fee may be negotiated with the qualified firm(s) for the required services. AS Per Section 5.0 of this RFP, ***THIS ATTACHMENT TO BE ENCLOSED.*** A completed Fee Schedule, per Attachment A herein, must be included. ***Failure to comply with this requirement shall be grounds for rejection based on non-compliance.***

<b>LANDSCAPING SERVICES</b>	<b>Monthly Service Charge</b>

---End of ATTACHMENT A---

**ATTACHMENT B Project Experience**

Please describe at least 3 projects your firm completed which, at a minimum, includes the following information:

**Project Name**

**Brief Project Description**

**Client Name**

**Client Contact Info**

Please include phone number and email address if possible

**Size of Project**

Please include square footage and total cost.

*---End of ATTACHMENT B---*

**SIGNATURE PAGE**

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)  
CONTRACTS OFFICE

RFP # **9600-19**  
ISSUE DATE: Friday, July 29, 2011



RFP TITLE: Landscaping Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACT MANAGER BY  
3:00 P.M., LOCAL TIME, ON:  
**Monday, August 15, 2011**

**MAILING ADDRESS:**  
NATIVIDAD MEDICAL CENTER  
CONTRACTS MANAGER

1441 CONSTITUTION BLVD.  
SALINAS, CA. 93906

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:  
Sid Cato, Management Analyst/Contracts  
[catosl@natividad.com](mailto:catosl@natividad.com)  
831.755.4223

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN AND ATTACHMENT B

This Signature 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 SOLICITATION.**

**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): \_\_\_\_\_