



 **Natividad** MEDICAL CENTER

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906  
(831) 755-4253

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**REQUEST FOR QUALIFICATIONS  
#9600-25**

**MASTER AGREEMENT  
FOR ARCHITECTURAL SERVICES  
Under \$100,000**

**Qualifications Packages are due by  
3:00 P.M. local time (PST), on August 26, 2011**

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**GENERAL REQUIREMENTS SECTION**

## 1.0 INTENT

- 1.1 The County of Monterey, Natividad Medical Center (NMC) hereinafter referred to as COUNTY, extends an invitation to all qualified Construction Management firms, hereinafter known as CONSULTANT(S), to submit their qualifications, experience, and fee schedules to provide construction estimating services for projects costing \$100,000 or less each and as outlined in Section 5.0 Scope of Work herein.
- 1.2 This RFQ is for one or more Master Agreements with the COUNTY. The purpose of these Master Agreements is to provide COUNTY departments with the necessary qualified resources to complete projects. Inclusion on the Master Agreement list does not guarantee award on any projects.
- 1.3 The NMC Project List currently includes, but is not limited to:
- Emergency Department Registration Remodel
  - Boiler Upgrade
  - New Installation of a Cath Lab
  - MRI Replacement
  - CT Scanner Replacement
  - Reroof Building 800
  - Operating Room PACS Monitor Installation
- 1.4 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

## 2.0 BACKGROUND

The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. Natividad Medical Center is a 172-bed acute care hospital owned and operated by Monterey County. The hospital operates with a medical staff of over 235 physicians and has several specialty clinics and outpatient primary care clinics operated by the Monterey County Health Department. Natividad is fully accredited by The Joint Commission and is governed by a Board of Trustees, under the guidance of the Monterey County Board of Supervisors

### 3.0 CALENDAR OF EVENTS

- |     |                                     |   |
|-----|-------------------------------------|---|
| 3.1 | Issue RFQ                           | Tuesday, July 26 <sup>th</sup> 2011           |
| 3.2 | Deadline for Written Questions      | 3:00 p.m. Friday August 19 <sup>th</sup> 2011 |
| 3.3 | Qualifications Submittal Deadline   | 3:00 p.m. Friday August 26 <sup>th</sup> 2011 |
| 3.4 | Estimated Notification of Selection | Friday September 9 <sup>th</sup> 2011         |
| 3.5 | Estimated AGREEMENT Date            | November 15 <sup>th</sup> , 2011              |

*This schedule is subject to change as necessary.*

- 3.6 **FUTURE ADDENDUMS**; CONSULTANTS, who received notification of this RFQ by means other than through a COUNTY of Monterey mailing, should contact the person designated in Section 4.0 COUNTY POINTS OF CONTACT to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addendums that may be issued prior to the proposal submittal date. **IT IS THE CONSULTANT'S RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDUMS FOR THIS RFQ** by either informing the COUNTY of its mailing information or by regularly checking the COUNTY's Solicitation Center web page at <http://www.natividad.com/about-us/vendors..> Addendums will be posted on the website the day they are released.

### 4.0 COUNTY POINTS OF CONTACT

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

4.1.1 **Sid Cato, Management Analyst / Contracts**  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906  
(831) 755-4253 FAX: (831) 757-2592  
Email: [catosl@natividad.com](mailto:catosl@natividad.com)

- 4.2 All questions regarding this RFQ 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 CONSULTANT(S) after the deadline for receipt of questions.

- 4.3 The deadline for submitting written questions regarding this RFQ is indicated in **Section 3.0 CALENDAR OF EVENTS**.
- 4.4 Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONSULTANT(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 CONSULTANT.**

## 5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, 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 contract price before computing the amount of work required to be performed by the Contractor with his own organization
- 5.2 Services will be provided on an on-call basis under a Task Order process between the COUNTY and the CONTRACTOR(S), on a time and material or competitive proposal basis. The Task Order process will consist of the COUNTY contacting the CONTRACTOR(S) and requesting services related to an individual project. CONTRACTOR(S) will then prepare a detailed scope and cost for each individual Task Order. The Task Orders are subject to agreement between COUNTY Representative and CONTRACTOR(S).
- 5.3 Services may include the following but is not limited to:
- 5.3.1 Facility Exterior Modifications/Remodels  
Planning, assessments, calculations, studies, specification preparation, plan preparation, estimating, designing, and drafting of work such as but not limited to:  
5.3.1.1 Door and window replacement including case work,  
5.3.1.2 Exterior walls replacement or repair such as EFIS, stucco, cast concrete, painting etc.,  
5.3.1.3 Determine structural modifications/evaluations,  
5.3.1.4 Historical buildings repair, and enhancement, and  
5.3.1.5 Permitting if needed, public involvement coordination, and other tasks as necessary.
- 5.3.2 Facility Interior Modifications/Remodels  
Planning, assessments, calculations, studies, specification preparation, plan preparation, estimating, designing, and drafting of work such as but not limited to:  
5.3.2.1 Space planning/programming  
5.3.2.2 Office space remodels, modular furniture design, installation, and

- modifications
- 5.3.2.3 Interior finishes,
- 5.3.2.4 Window treatments,
- 5.3.2.5 Determine structural modifications/evaluations,
- 5.3.2.6 Mechanical, electrical and/or plumbing (MEP) evaluations, repair, or replacement,
- 5.3.2.7 Medical/Imaging Equipment Replacement,
- 5.3.2.8 Elevator and/or hoist modifications/evaluations, and
- 5.3.2.9 Permitting if needed, public involvement coordination, and other tasks as necessary.

**5.3.3 Roofing Repairs/Replacements**

- Planning, assessments, calculations, studies, specification preparation, plan preparation, estimating, designing, and drafting of work such as but not limited to:
- 5.3.3.1 Built-up,
  - 5.3.3.2 Composition, and
  - 5.3.3.3 Standing metal seam
  - 5.3.3.4 Shake and/or shingled roofing
  - 5.3.3.5 Spray polyurethane foam-based (SPF) roof systems
  - 5.3.3.6 Permitting if needed, public involvement coordination, and other tasks as necessary

**6.0 CONTRACT TERM**

- 6.1** The term of the AGREEMENT(S) will be for a period of one (1) year with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
- 6.2** The COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.3** If this RFQ includes options for renewal or extension, CONSULTANT must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT. Both parties shall agree upon rate extension(S) or changes in writing. The COUNTY does not have to give a reason if it elects not to renew.

**7.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS**

**7.1 CONTENT AND LAYOUT:**

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

**Proposal or Qualifications Package Layout;  
Organize and Number Sections as Follows:**

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS (ATTACHMENTS A – GENERAL FIRM INFORMATION)
Section 3	PROJECT EXPERIENCE AND REFERENCES (ATTACHMENT B – PROJECT EXPERIENCE)
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	FEE SCHEDULE (ATTACHMENT C) <b>shall be submitted in a separate sealed envelope</b>
Section 6	EXCEPTIONS
Section 7	APPENDIX

**Section 1 Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter that should provide GENERAL FIRM INFORMATION herein.

**Signed Signature Page and Signed Addenda** (if any addenda 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, Pre-Qualifications/Licensing Requirements:**

**Pre-Qualifications/Licensing:** CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth in RFQ 9600-25 herein and complete ATTACHMENTS A – GENERAL FIRM INFORMATION.

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

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

**Experience & References:** CONTRACTOR shall describe at least 5 similar projects for which it provided services similar to the scope of work described herein. Please complete ATTACHMENT B – PROJECT EXPERIENCE and ATTACHMENT D – REFERENCES in full as the County will conduct reference checks using this information.

**Violations:** CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

**Section 4, Technical Aspects:**

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary to provide the services as stated in RFQ 9600-21 herein.

**Section 5, Pricing:**

CONTRACTOR shall complete and submit pricing as per ATTACHMENT C – FEE SCHEDULE attached hereto.

**ATTACHEMENT C – FEE SCHEDULE shall be submitted in a separate sealed envelope and will remain unopened until after a tentative AGREEMENT award has been announced.**

**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 or qualifications package and include such information in an Appendix section.

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

- 7.2.1 Five (5) sets of the proposal or qualifications package (one original 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 #9600-25”. In addition, submit one (1) electronic version of the entire proposal or qualifications 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 four 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 SELECTION CRITERIA**

**8.1** The selection of CONSULTANT(S) and subsequent contract award(s) will be based on the criteria contained in this Request for Qualifications, as demonstrated in the submitted proposal. CONSULTANT(S) should submit information sufficient for the COUNTY 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.

**8.2** The selection criteria include, but are not limited to, the following:

- 8.2.1 **General Information** - General Firm Information as per Attachment A herein;
- 8.2.2 **Staff Qualifications** – Identify all potential key staff for this project and highlight their credentials and experience;
- 8.2.2 **Project Experience** - A list of at least 4 similar projects which your firm completed within the last 5 years as per Attachment B – PROJECT EXPERIENCE & REFERENCES attached hereto. Project information should include project description, agency or client name, year completed, and project construction and design cost. Emphasis should be placed on I-2 (Hospitals, Mental Hospitals), I-2.1 (Ambulatory Healthcare Centers) and Governmental projects if possible;
- 8.2.3 **Fee Schedule** –per Attachment C herein;
- 8.2.4 **References** – Five (5) References per Attachment D herein;
- 8.2.5 **Readiness Statement** – Readiness and availability for this project as per the timelines outlined in Section 5.0 Scope of Work herein;
- 8.2.6 **Methodology & Track Record** – Identify your organization’s approach to design management and product delivery and percent of projects completed on schedule.
- 8.2.7 **Government Experience** – Previous governmental agency work experience, development of front end project specifications, and all on-call contract work
- 8.2.8 **O.S.H.P.D.** – Knowledge and experience working with the Office of Statewide Health Planning and Development in a hospital setting, and describe your current relationship with the Area Compliance Officer and Fire Life Safety Officer.
- 8.2.9 **AutoCAD** – The County uses AutoCAD version 2009. Please provide confirmation of your staff’s experience with AutoCAD and indicate which version of AutoCAD is standard within your organization.
- 8.2.10 **B.I.M.** – Use of 3D Modeling software

**8.3** AGREEMENT award(s) shall **not** be based on cost.

## 9.0 ADDITION OF QUALIFIED CONSULTANTS

This RFQ is not intended to be for an exclusive services agreement. County retains the ability, at it's sole discretion, to add qualified CONSULTANT(S) at any time for selection and execution of a contract, provided they meet the minimum requirements of the COUNTY.

## 10.0 SEQUENTIAL CONTRACT NEGOTIATION

The COUNTY will pursue contract negotiations with the CONSULTANT(S) who submit the best Proposal(S), in the sole opinion of the COUNTY, and which is in accordance with the criteria as described within this RFQ. If the contract negotiations are unsuccessful, in the opinion of either the COUNTY or the CONSULTANT(S), the COUNTY may pursue contract negotiations with the company which submitted a Proposal which the COUNTY deems to be the next best qualified to provide the services, or the COUNTY may issue a new RFQ or take any other action which it deems to be in its best interest.

## **11.0 AGREEMENT TO TERMS AND CONDITIONS**

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County 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. County 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.

## **12.0 COLLUSION**

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.

## **13.0 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 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**”. 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.

**SAMPLE AGREEMENT SECTION**

## **SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “CONTRACTOR.”

### **SAMPLE RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP #9600-25) for CONSTRUCTION MANAGEMENT SERVICES, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

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

### **S1.0 PERFORMANCE OF THE AGREEMENT**

S1.1 After consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #9600-25 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-25. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP #9600-25 dated August 26, 2011 including all attachments and exhibits  
CONTRACTOR’S Proposal dated \_\_\_\_\_,  
AGREEMENT,  
Certificate of Insurance  
Additional Insured Endorsements

S1.2 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 #9600-25 including all attachments and exhibits, Addendum/Addenda, Certificate of Insurance, and Additional Insured Endorsements.

S1.3 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 the County, or immediate family of an employee of the County.

S1.4 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.

1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

S1.5 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 County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

**S2.0 SCOPE OF SERVICE**

[\_\_\_\_\_]

**S3.0 TERM OF AGREEMENT**

S3.1 The term of the AGREEMENT will be for a period of one (1) year with the option to extend the AGREEMENT for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.

S3.2 If 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 in writing.

S3.3 County 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.

## **S4.0 COMPENSATION AND PAYMENTS**

- S4.1 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.
- S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S4.4 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.
- S4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.6 Tax:  
S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.  
S4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730025K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## **S5.0 INVOICES AND PURCHASE ORDERS**

- S5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center at the following address:
- Natividad Medical Center  
P.O. Box 81611  
Salinas, CA 93912-1611  
Attention: Accounts Payable
- S5.2 CONTRACTOR shall reference the RFQ number on all invoices submitted to County. 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly

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

- S5.3 All 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).
- S5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

## **S6.0 DESIGN PROFESSIONAL INDEMNIFICATION**

- S6.1 For purposes of the following indemnification provisions (“Indemnification AGREEMENT”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification AGREEMENT is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification AGREEMENT and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification AGREEMENT and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity AGREEMENT that is permitted by law shall be provided by CONTRACTOR.
- S6.2 Indemnification for Design Professional Services Claims:  
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.
- S6.3 Indemnification for All Other Claims or Loss:  
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.

## **S7.0 INSURANCE REQUIREMENTS**

### **S7.1 Evidence of Coverage:**

S7.1.1 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.

S7.1.2 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.

S7.2 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.

### **S7.3 Insurance Coverage Requirements:**

S7.3.1 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:

S7.3.1.1 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.

S7.3.2 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.

S7.3.3 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.

S7.3.4 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.

S7.4 Other Insurance Requirements:

S7.4.1 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.

S7.4.2 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.

S7.4.3 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.

S7.4.4 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.

S7.4.5 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.

## **S8.0 RECORDS AND CONFIDENTIALITY**

- S8.1 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.
- S8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S8.4 Access to and Audit of Records: 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 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.

## **S9.0 NON-DISCRIMINATION**

- S9.1 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.).
- S9.2 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.
- S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

- S10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of 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.
- S10.2 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.
- S10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- S10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

## **S11.0 CONFLICT OF INTEREST**

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.

## **S12.0 COMPLIANCE WITH APPLICABLE LAWS**

- S12.1 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.
- S12.2 CONTRACTOR shall report immediately to County'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.
- S12.3 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.

## **S13.0 TRAVEL REIMBURSEMENT**

Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

## **S14.0 CLEANUP**

During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by the COUNTY.

## S15.0 DAMAGE

The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

## S16.0 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 County'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 COUNTY:**

**Sid Cato, Management Analyst / Contracts**  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906  
(831) 755-4253 FAX: (831) 757-2592  
Email: [catosl@natividad.com](mailto:catosl@natividad.com)

**TO CONTRACTOR:**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
  
Tel. No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
Email \_\_\_\_\_

## S17.0 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.

_____ <i>COUNTY Signature</i>	_____ <i>CONTRACTOR Signature</i>
_____ <i>Printed Name</i>	_____ <i>Printed Name</i>
_____ <i>Title</i>	_____ <i>Title</i>
_____ <i>Date</i>	_____ <i>Date</i>

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

**ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE**

## ATTACHMENT A – GENERAL FIRM INFORMATION

Please prepare a general information summary about your firm which, at a minimum, includes the following:

### **Firm Name and Address**

### **Year Established**

Enter the year the firm (or branch office, if appropriate) was established under the current name.

### **DUNS Number**

Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number.

### **Ownership Type**

Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

### **Point of Contact.**

Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

### **Former Firm Names**

Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

### **Employees by Discipline**

Specify all staff members, their job titles, and their area of specialty, including licenses and/or certifications they may hold.

### **Litigation History**

Description of litigation to which the firm has been a party in the most recent five year period. Please include the following details:

- 1) Name of case,
- 2) Date filed,
- 3) Court in which filed,
- 4) Judgment or result.

*---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

**Size of Project**

Please include square footage and total cost.

**Name of General Contractor on Project**

**Specify the Specialty Area**

Specify which of the following specialty areas this project falls under: Healthcare, Commercial, Office, Warehouse/Storage, I.T., Maintenance, Criminal Justice, or other (specify which).

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

**ATTACHMENT C – FEE SCHEDULE TO BE INCLUDED IN A SEPARATE, SEALED ENVELOPE**

Fee Schedule per Attachment C herein must be included in a separate sealed envelope to be opened only after a final CONTRACTOR has been determined by the NMC Selection Committee. *Failure to comply with this requirement shall be grounds for rejection based on non-compliance*

The undersigned, having read and understood all proposal information, hereby submits fees for ARCHITECTURAL SERVICES. It is understood that the basic design of each particular type of facility can be duplicated as the situation permits. It is also understood that the fee Schedule will be used by the COUNTY as a criteria to select the firm(s) for possible interviews by the selection committee, but that a final fee may be negotiated with the qualified firm(s) for the required services.

Position/Title	Hourly Rate (Indicate changes per year if any)	
	2011/12	2012/13
Principal/Owner		
Project Manager		
Project Architect		
Project Designer		
CADD Technician		
Clerical		
Other (indicate) _____		
Other (indicate) _____		
Other (indicate) _____		
Other (indicate) _____		

Reimbursable Items to be Billed (Please list)	Estimated Cost Billed (Note, indicated markup should not exceed 10%)	
	Total Cost	% of Markup calculated

## ATTACHMENT D - REFERENCES

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include addresses and phone numbers.

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Date: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Date: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Date: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Date: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
Contact \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Date: \_\_\_\_\_  
Project Description: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.***

*--End of Attachment D--*

SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER  
CONTRACTS/PURCHASING DIVISION

RFQ # 9600-25  
ISSUE DATE: 0



RFQ TITLE: **ARCHITECTURAL SERVICES ONCALL MASTER AGREEMENTS FOR NATIVIDAD MEDICAL CENTER**

QUALIFICATIONS PACKAGES ARE DUE IN THE OFFICE OF THE  
CONTRACTS/PURCHASING MANAGER BY:  
16:00.00, LOCAL TIME, ON FRIDAY August 26, 2011

ADDRESS:  
NATIVIDAD MEDICAL CENTER  
CONTRACTS/PURCHASING DIVISION  
Attn: SID CATO  
1441 CONSITUTION BLVD.  
SALINAS, CA 93906

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO  
Sid Cato (831) 755-4253 or catosl@natividad.com

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL (1 original plus 4 copies):

- GENERAL FIRM INFORMATION AS PER ATTACHMENT A HEREIN
- PROJECT EXPERIENCE AS PER ATTACHMENT B HEREIN
- COMPLETED FEE SCHEDULE PER ATTACHMENT C HEREIN
- REFERENCES PER ATTACHMENT D HEREIN

This Signature Page must be included with your submittal in order to validate your Qualifications Package.  
**Qualifications Packages submitted without this page will be deemed non-responsive.**

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

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE QUALIFICATIONS PACKAGE

I hereby agree to furnish the articles and/or services stipulated in my Qualifications Package at the price quoted, subject to the instructions and conditions in the Request for Qualifications Package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this Qualifications Package.

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

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

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

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

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