



**NATIVIDAD MEDICAL CENTER  
CONTRACTS/PURCHASING  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906  
(831) 783-2620**

**REQUEST FOR QUALIFICATIONS # 9600-80**  
for  
**INTERIOR DESIGN SERVICES**  
at  
**Natividad Medical Center**  
Located at  
**1441 Constitution Blvd, Salinas, CA 93906**

**Qualifications Packages are due on  
Wednesday, May 3, 2018**

*This space left blank intentionally*

## Table of Contents

SOLICITATION SECTION .....	5
1.0 INTENT .....	6
2.0 BACKGROUND INFORMATION .....	6
3.0 PRE- QUALIFICATIONS (REQUIRED).....	6
4.0 CALENDAR OF EVENTS .....	7
5.0 NMC POINTS OF CONTACT .....	7
6.0 SCOPE OF SERVICE .....	8
7.0 CONTRACT TERM.....	9
8.0 QUALIFICATIONS PACKAGE CONTENT.....	10
9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS .....	13
10.0 SELECTION CRITERIA .....	14
11.0 PREFERENCE FOR LOCAL CONTRACTORS .....	15
12.0 CONTRACT AWARDS.....	16
13. 0 SEQUENTIAL CONTRACT NEGOTIATION.....	16
14.0 AGREEMENT TO TERMS AND CONDITIONS .....	17
15.0 COLLUSION.....	17
16.0 RIGHTS TO PERTINENT MATERIALS .....	17
17.0 DEBARMENT/SUSPENSION POLICY .....	17
18.0 PIGGYBACK CLAUSE.....	18
SAMPLE AGREEMENT SECTION .....	18
(SAMPLE) AGREEMENT .....	19
1.0 RECITALS .....	19
2.0 PERFORMANCE OF THE AGREEMENT .....	19
3.0 SCOPE OF SERVICE .....	20
4.0 TERM OF AGREEMENT.....	20
5.0 COMPENSATION AND PAYMENTS.....	21
6.0 INVOICES AND PURCHASE ORDERS.....	21
7.0 DESIGN PROFESSIONAL INDEMNIFICATION.....	22
8.0 INSURANCE REQUIREMENTS.....	22
9.0 NON-DISCRIMINATION .....	25
10.0 ASSIGNMENT AND SUBCONTRACTING.....	25
11.0 CONFLICT OF INTEREST .....	25
12.0 COMPLIANCE WITH APPLICABLE LAWS .....	25
13.0 RECORDS AND CONFIDENTIALITY .....	26
14.0 INTELLECTUAL PROPERTY RIGHTS.....	26
15.0 WARRANTY BY CONTRACTOR.....	27
16.0 ACCESSIBILITY .....	27
17.0 CLEANUP .....	27
18.0 DAMAGE.....	27
19.0 PROTECTION OF PUBLIC .....	28
20.0 TRAVEL REIMBURSEMENT.....	28
21.0 REGISTRATION THROUGH VENDORMATE.....	28
22.0 EMERGENCY SITUATIONS .....	28
23.0 NOTICES.....	28

24.0 LEGAL DISPUTES.....29  
RFQ SIGNATURE PAGE (REQUIRED).....30  
ATTACHMENT A - FEES/PRICING .....23

**SOLICITATION SECTION**

## 1.0 INTENT

- 1.1 The County of Monterey (“County”) on behalf of Natividad Medical Center (“NMC”), the county hospital, is issuing this Request for Qualifications #9600-80 for Interior Design services at Natividad Medical Center. **Natividad Medical Center is located at 1441 Constitution Blvd, Salinas, CA, 93906.** This solicitation is extended to professional Interior Design Firms to submit their Qualifications Packages as per the requirements and instructions contained herein.
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to make one Agreement award or multiple Agreement awards and may add qualified CONTRACTORS at any time deemed to be in its best interest.
- 1.3 Pursuant to RFQ 9600-48 released back in 2013, NMC does currently have an Agreement in place for Interior Design projects with Gallun Snow which became effective on August 1, 2013. All projects that are already underway/in progress with Gallun Snow under their Agreement shall continue as such until those projects have been completed. All new projects starting on or after August 1, 2018 will be rendered under the Agreement(s) awarded from this solicitation specifically.

## 2.0 BACKGROUND INFORMATION

- 2.1 Natividad Medical Center (NMC) is a 172-bed Level II Trauma Center owned and operated by the County of Monterey, a government agency and has the Central Coast’s only inpatient and outpatient acute rehabilitation program. NMC is fully accredited by The Joint Commission (TJC) to continuously provide high quality healthcare and is governed by a Board of Trustees, under the guidance of the Monterey County Board of Supervisors. In Fiscal Year 2016, NMC served the following number of patients:

Admissions: 8,690

Births: 2,499

Emergency Visits: 51,730

Outpatient Visits: 70,522

Surgeries: 3,558

## 3.0 PRE- QUALIFICATIONS (REQUIRED)

- 3.1 Only those CONTRACTORS who meet the qualification below **at the time it submits a Statement of Qualifications** in response to this solicitation shall be considered for an Agreement:
  - 3.1.1 Bidder must be a standalone interior design firm not affiliated with an architectural services firm.

## 4.0 CALENDAR OF EVENTS

- |     |                                     |                          |
|-----|-------------------------------------|--------------------------|
| 4.1 | Issue RFQ                           | Wednesday March 28, 2018 |
| 4.2 | Deadline for Written Questions      | Wednesday April 18, 2018 |
| 4.3 | Qualifications Submittal Deadline   | Wednesday May 3, 2018    |
| 4.4 | Estimated Notification of Selection | May 2018                 |
| 4.5 | Estimated Agreement Date            | August 2018              |

*This schedule is subject to change as necessary.*

- 4.6 **FUTURE ADDENDA; CONTRACTORS** who received notification of this RFQ by means other than through a Natividad Medical Center mailing, should contact the person designated in **Section 4.0 NMC 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 Request for Qualifications Package submittal date. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFQ** by either, informing NMC of its mailing information or by regularly checking the NMC web page at <http://www.natividad.com/about-us/vendors>. Addendums will be posted on the website the day they are released.
- 4.7 NMC reserves the right to conduct interviews of the top two or three candidates if it deems this to be in the best interest of NMC. If this should occur then the interviews would likely be conducted via telephone during April with a tentative award announcement made in May. NMC will communicate this clearly to the top qualified bidders if and when this might occur.

## 5.0 NMC POINTS OF CONTACT

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

**Jason Garcia, Management Analyst**

Natividad Medical Center

1441 Constitution Blvd

Salinas, CA 93906

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

- 5.2 All questions regarding this RFQ shall be submitted in writing by email. Questions will be researched and answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.
- 5.3 The deadline for submitting written questions regarding this RFQ is indicated in **Section 3.0 CALENDAR OF EVENTS**.

- 5.4 Late questions will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- 5.5 Interested CONTRACTOR(s) shall not contact County/NMC officers or employees with questions or suggestions regarding this Request for Qualifications without first contacting the persons listed above. **ANY UNAUTHORIZED CONTACT MAY BE CONSIDERED UNDUE PRESSURE AND CAUSE FOR DISQUALIFICATION OF THE CONTRACTOR.**

## **6.0 SCOPE OF SERVICE**

### **6.1 General Overview Project Scope:**

The interior design firm will work with NMC and with a variety of Architectural/Engineering Firms and General Contractors also under contract with NMC to exclusively provide, at the Hospital's discretion, Interior Design Services (interior finishes, furniture planning and specifications, systems furniture planning and specifications, art planning, and signage design) on an as needed basis for a period up to five years. The services will be discussed and agreed upon by the Hospital prior to CONTRACTOR commencing any work. All work performed will be in accordance with the fees attached to the Agreement. Included, but not limited to, the services CONTRACTOR shall render are the following:

### **6.2 Interior Design Services**

- 5.2.1 Programming/ Space Planning
- 5.2.2 Determine goals and objectives, culture and brand requirements
- 5.2.3 Review space requirements for patients, personnel, and efficiencies
- 5.2.4 Determine image/ identity/ environmental quality goals
- 5.2.5 Work collaboratively with third party contractors (i.e. Natividad Medical Center's architects)
- 5.2.6 Create project schedules

### **6.3 Finish Selection/ Design**

- 5.3.1 Utilize existing established finish standards for Natividad Medical Center
- 5.3.2 Develop finish boards for each project with samples of materials to be used
- 5.3.3 Provide rendered floor pattern displays or actual tile patterns to be used

### **6.4 Artwork Consultation**

### **6.5 Signage Design**

- 6.5.1 Draw detailed sign drawings with details necessary for construction

### **6.6 Custom Casework Design**

- 6.6.1 Sheets and schedules for casework and millwork

### **6.7 Construction Documents - ability to produce the following:**

- 6.7.1 Various floor plan designs in collaboration with other contractors
- 6.7.2 Reflected ceiling plans and schedules in collaboration with other contractors



- 6.7.3 Lighting plans and specifications in collaboration with other contractors
- 6.7.4 Interior elevations finish notes, section symbols and related production of details, sections, and specifications
- 6.7.5 Finish plans, schedules, and specifications

## **6.8 Contract and Construction Administration Type Services**

- 6.8.1 Provide clarification to contractors
- 6.8.2 Provide periodic field observation to verify coordination between construction/ installation and documentation
- 6.8.3 Prepare punch list
- 6.8.4 Review and document product submittals
- 6.8.5 Review and approve contractor substitutions
- 6.8.6 Submit documentation of interior finishes, fixtures, and furniture to Natividad Medical Center upon completion of each project

## **6.9 Furniture Services**

- 6.9.1 Space needs analysis/programming
- 6.9.2 Budgeting/planning
- 6.9.3 Inventory/ furniture assessments
- 6.9.4 Furniture Specification/Bid services
- 6.9.5 Furniture Standards-utilizing existing established furniture standards for Natividad Medical Center

## **6.10 Documents and Plans**

- 6.10.1 All documents and plans produced while providing interior design services for NMC shall be submitted to NMC by CONTRACTOR in electronic format and, when requested, in hardcopy format as well. Softcopy formats acceptable to NMC include:
  - Revit 2018
  - AutoCAD 2018
  - Sketch Up
  - Photoshop
  - Microsoft Office Suite
  - Bluebeam
  - InDesign
- 6.10.2 All documents produced by CONTRACTOR and submitted to NMC shall be submitted in .pdf format by CONTRACTOR prior to submittal. This ensures all documents received by NMC are easily viewable in the Adobe Acrobat application. All documents submitted by CONTRACTOR to NMC become and shall remain the property of NMC.

# **7.0 CONTRACT TERM**

- 7.1 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.

- 7.2 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.
- 7.3 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT(s).
- 7.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 7.3.2 Natividad Medical Center (County of Monterey) does not have to provide a reason if it elects not to renew.

## 8.0 QUALIFICATIONS PACKAGE CONTENT

- 8.1 The selection of CONTRACTOR(s) and subsequent contract award(s) will be based on the quality and content of the Qualifications Package submitted by the bidder as set forth herein this solicitation. Bidders should submit information sufficient for NMC to easily evaluate qualifications with respect to the scope, the selection criteria (Section 8 below), and all other information stated herein this solicitation. IT IS ADVISED THAT YOU USE THIS SECTION 8 AS A CHECKLIST.

**THE ABSENCE OF ANY OF THE INFORMATION DESCRIBED HEREIN THIS SECTION 7 MAY CAUSE THE QUALIFICATIONS PACKAGE TO BE DEEMED NON-RESPONSIVE WHICH MAY BE CAUSE FOR REJECTION.**

**Statement of Qualifications Package Layout;  
Organize and Number your Qualifications Package Sections as Follows:**

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	STATEMENT THAT ALL PRE-QUALIFICATIONS HAVE BEEN MET
Section 3	EXPERIENCE AND OTHER QUALIFICATIONS
Section 4	FEES/PRICING USING ATTACHEMNT C <b>MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE</b>
Section 5	
Section 6	EXCEPTIONS
Section 7	APPENDIX (OPTIONAL)

8.2 **Qualifications Package 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 Contact information and organizational information as follows:

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

**Organizational 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 RFP Signature Page and Signed Addenda** (this is applicable only if any addenda were released for this solicitation). Proposals submitted without this page will be deemed non-responsive.

## **Table of Contents**

### **8.3 Qualifications Package Section 2, Pre-Qualifications Requirements:**

**Pre-Qualifications as described herein this RFQ under Section 2:** Provide a written statement confirming that your firm/business entity meets all of the pre-qualifications as set forth herein as described in this RFQ in Section 2. Only those bidders who meet all of the pre-qualifications stated in Section 2 herein will be considered for a contract award.

### **8.4 Qualifications Package Section 3, Experience and Other Qualifications:**

**Key Staff Persons:** Identify your firm's key staff and their qualifications and experience proposed for the services identified herein. Any and all staff who will be utilized to render services under an Agreement awarded via this RFQ should be included in your response. For each professional listed please briefly indicate what technology they are experienced in using. NMC has a preference for experience in each of the following applications:

- Revit 2018
- AutoCAD 2018
- Sketch Up
- Photoshop
- Microsoft Office Suite
- Bluebeam
- InDesign

**Current Projects:** Briefly describe all current interior design projects your firm is committed to at the time it submits a Qualifications Package in response to this RFQ, including summary description of scope, budgeted cost for the interior design services to be completed, and the total time period for completion. Also include contact information (name, phone and email) for each active client/customer. If the current number of active interior design projects totals less than 5 projects then also include a brief description for the three most recently completed projects in addition to all current active projects, including contact info for those recently completed projects as well.

**Relevant Project Experience:** Describe in detail five (5) interior design projects for an in-patient healthcare facility which your firm has completed within the last 5-7 years. Project information should include project description, agency or client name, year completed, and project construction

and/or design cost(s). Client contact information (name, phone and email) should also be provided. Emphasis should be placed on governmental projects if possible.

**Methodology & Track Record:** Describe your approach to design, project management, and product delivery. Provide the percentage of total projects completed on schedule.

**Other Highly Desirable Qualifications:** Aside from the pre-qualifications, NMC desires to utilize a CONTRACTOR which also possesses other membership and certification as listed below. Include in your Qualifications Package any and all professional associations your firm currently possesses:

- Membership with the United States Green Building Council (USGBC); and
  - Bidder is EDAC (Evidence Based Design Accreditation and Certification) Certified
  - CHID (certification healthcare interior designer)certification earned by testing through American Academy of Health Interior Design (AAHID
  - ASID-American Society of Interior Designers
  - IIDA-International Interior Design Associate
- Bidder must be CIDQ (Council for Interior Design Qualification) Certified; and

**Experience with Regulatory Bodies:** Describe your firm's experience with each one of the following in a summarized format:

- California Department of Public Health (CDPH) regulations/ Office of Statewide Health Planning and Development (OSHPD) requirements
- The Joint Commission regulations
- National Fire Protection Association (NFPA) regulations

**Violations:** 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) you or your firm/business entity may have received, or any organization owned or operated by your business's parent company and/or subsidiaries, from any public agency, during calendar year 2018 up to and including the present day.

#### **8.5 Qualifications Package Section 4, Pricing:**

Using the ATTACHMENT A – FEE/PRICING SHEET attached hereto this RFQ, complete and submit in a separate and sealed envelope all fees/pricing associated with the services described herein.

**NOTE:** This solicitation follows a qualifications-based award process. ALL SEALED PRICING (ATTACHMENT A – FEE/PRICING SHEET) will remain unopened until *after* all received Qualification Packages submitted in response to this RFQ have been evaluated and a tentative AGREEMENT award has been announced. After that point, pricing submitted may be subject to further negotiation.

#### **8.6 Qualifications Package 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 RFQ #9600-80" (indicate the applicable solicitation number). Each Exception shall reference the RFQ page and section number, as appropriate. Bidder should

note that the submittal of an Exception does not obligate the County to revise the terms of the RFQ nor AGREEMENT.

### **8.7 Qualifications Package Section 7, Appendix:**

Appendices (This is OPTIONAL): Provide any additional information that you believe to be applicable to this solicitation and include such information in an Appendix section.

8.8 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted Qualifications Packages shall adhere to the following:

8.8.1 Four (4) sets of the Qualifications 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 should reference “RFQ #9600-80”. Additional copies may be requested by NMC at its discretion.

8.8.2 Each Qualifications Package shall be prepared on 8-1/2” x 11” paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

8.8.3 Reproductions of the Monterey County Seal or Natividad Medical Center Logo should not be used in any documents submitted in response to this solicitation.

8.8.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their Qualifications Package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate should a late change be necessary.

7.8.5 To validate your Qualifications Package, **submit the RFQ SIGNATURE PAGE** (contained herein) **with your Qualifications Package**. Proposals submitted without that page will be deemed non-responsive. Qualifications Package signature must be manual (not an electronic signature), preferably in BLUE ink, and an original signature must be included with the original copy of the proposal. Photocopies of the RFQ Signature Page may be inserted into the remaining three (3) proposal copies.

8.9 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the 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.

## **9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS**

9.1 **Submittal Identification Requirements:** ALL BOXES AND/OR ENVELOPES MAILED OR DELIVERED CONTAINING QUALIFICATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: THE SOLICITATION NUMBER RFQ #9600-80 and CONTRACTOR’S COMPANY NAME. Packages should be addressed as described on the RFQ Signature Page.

- 9.2 Mailing Address: Qualifications packages shall be mailed to NMC at the mailing address indicated on the **RFQ Signature Page** of this solicitation.
- 9.3 Due Date: 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 **RFQ Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that its proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be deemed non-responsive and rejected.
- 9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for tangible receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Qualifications Packages are subject to acceptance at any time within 90 days after opening. NMC reserves the right to reject any and all proposals, or part of any proposal, 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.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the Natividad Medical Center (County of Monterey). If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 9.7 Compliance: Qualifications Packages which 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.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

**10.0 SELECTION CRITERIA**

**10.1** The Qualifications Packages received which have cleared the Pre-Qualifications Section requirements will be evaluated based on the following Selection Criteria:

<b>PACKAGE CONTENT EVALUATION</b>	
<b>Representation of Firm</b>	<b>Points 0-15</b>
Description, history, memberships/affiliations, references	
<b>Staffing Resources and Staff Qualifications</b>	<b>Points 0-15</b>
Experience, qualifications/certifications, technological skillset	
<b>Depth/Complexity of Firm’s Design Experience</b>	<b>Points 0-15</b>

<b>OSHPD 1 Experience</b>	<b>Points 0-20</b>
<b>Non-OSHPD Healthcare Facility Experience</b>	<b>Points 0-20</b>
<b>Methodologies Described</b>	<b>Points 0-10</b>
<b>Quality of Sample Materials Presented</b>	<b>Points 0-5</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>
<b>Local Preference (only if applicable)</b>	<b>Extra 5 pts</b>

- 10.3 Bidders will not be selected based on fees/pricing. Fees may be negotiated after a tentative selection for an Agreement award has been made, at NMC’s discretion, to ensure fair and reasonable pricing as per the Little Brooks Act. In the event that fees for the required services cannot be negotiated with the selected top ranked firm, NMC reserves the right to discontinue negotiations and begin negotiations with the next highest-ranked firm.
- 10.4 NMC reserves the right to act as its own reference if the proposer has provided services to NMC previously.
- 10.5 Bidder shall not engage in unlawful activity including, but not limited to, the payment of rebates, kickbacks, or other unlawful consideration, in connection with this solicitation process.

## 11.0 PREFERENCE FOR LOCAL CONTRACTORS

**11.1 Local Preference Policy:** The County desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the County. As per the Local Preference Policy (posted online at <http://www.natividad.com/about-us/vendors> ) this solicitation utilizes a “qualifications based” method of selection as opposed to a cost based selection, therefore a *five percent (5%) preference* will be applied to the scoring evaluation for an organization which qualifies as a Local Vendor. Local Vendor is defined as:

11.1.1 Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey County, Santa Cruz County, or San Benito County (the “Area”). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties; and

11.1.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business must be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area; and

- 11.1.3 Vendor's business must have been in existence, in Vendor's name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for proposals for the County; and
- 11.1.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and
- 11.1.5 If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor's local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.
- 11.2 An organization which believes it meets the definition of a Local Vendor is advised to read the entire policy (link to policy posted in Section 10.1 above) AND for purposes of this procurement must register as a local vendor with the County via the Vendor Registration Link: Vendor Self Service (VSS) located online at: <http://www.co.monterey.ca.us/admin/vendorinfo.htm> AND should submit the *Local Business Declaration Form* with their proposal (ATTACHMENT B – Local Business Declaration Form attached hereto this Solicitation).

## 12.0 CONTRACT AWARDS

- 12.1 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
- 12.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the Monterey County Board of Supervisors.
- 12.3 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.
- 12.4 Incurred Costs: NMC is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 12.5 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision as soon as it has been determined.
- 12.6 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 who best serves the overall interest of NMC and the County of Monterey.
- 12.7 No Guaranteed Value: NMC does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

## 13.0 SEQUENTIAL CONTRACT NEGOTIATION



- 13.1 NMC will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal and 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.

#### **14.0 AGREEMENT TO TERMS AND CONDITIONS**

- 14.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with NMC 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 **RFP 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.

#### **15.0 COLLUSION**

- 15.1 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.

#### **16.0 RIGHTS TO PERTINENT MATERIALS**

- 16.1 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.

#### **17.0 DEBARMENT/SUSPENSION POLICY**

- 17.1 CONTRACTORS submitting a proposal should not be in current debarment status by the State of California. All CONTRACTORS submitting proposals in response to this solicitation will be cross checked against the California Department of Industrial Labor to ensure it is not in DLSE Debarment

status. Any proposal submitted from a business entity with debarment status will not be considered for an Agreement award.

## **18.0 PIGGYBACK CLAUSE**

- 18.1 Certain County of Monterey Departments, in addition to NMC, may have a need for Interior Design services at any time during the term of the Agreement(s) resulting from this RFQ. If deemed in the best interest of the County of Monterey, a County department may also establish a service Agreement to an awarded CONTRACTOR of this RFQ. The Agreement terms and conditions, including pricing, would be identical throughout the piggyback Agreement(s).

## **SAMPLE AGREEMENT SECTION**

## (SAMPLE) AGREEMENT

This AGREEMENT is made and entered into by the County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as “NMC”, a political subdivision of the State of California, and (*CONTRACTOR NAME WILL BE STATED HERE*), hereinafter referred to as “CONTRACTOR.”

### 1.0 RECITALS

WHEREAS, NMC has invited proposals through the **Request for Qualifications (RFQ 9600-80) for Interior Design 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, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### 2.0 PERFORMANCE OF THE AGREEMENT

2.1 After consideration and evaluation of the CONTRACTOR’S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFQ 9600-80 and in this Agreement on the terms and conditions contained herein and in RFQ 9600-80. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

AGREEMENT; and

RFQ 9600-80 released on 02/21/18, including all attachments and exhibits; and

All associated RFQ Addenda

CONTRACTOR’S Proposal dated \_\_\_\_\_; and

Certificate of Insurance; and

Additional Insured Endorsements

2.2 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: This AGREEMENT, RFQ 9600-80 including all attachments and exhibits, Addendum/Addenda issued, CONTRACTOR’S Qualifications Package, Certificate of Insurance, and Additional Insured Endorsements.

2.3 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 nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.

- 2.4 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.
- 2.5 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and The Joint Commission on Accreditation of Health Care Organizations.
- 2.6 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 Natividad Medical Center premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

### **3.0 SCOPE OF SERVICE**

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

*(Shall be consistent with Scope of Work defined in the Solicitation Section 6 of this RFQ. Additional conditions may be stated such as details regarding training, meetings, any "Acceptance Testing" or "Notice to Proceed" clauses and project management requirements if applicable.*

### **4.0 TERM OF AGREEMENT**

- 4.1 The term of the Agreement is \_\_\_\_\_ through and including \_\_\_\_\_, with the option to extend the AGREEMENT for one (a) additional two (2) year period. NMC is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 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.
- 4.3 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
  - 4.3.1 Both parties shall agree upon rate extension(s) or changes in writing.

## 5.0 COMPENSATION AND PAYMENTS

- 5.1 The total amount of this Agreement shall not exceed \$\_\_\_\_\_. 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.
- 5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted as per Section 4.3 above. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 5.4 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.
- 5.5 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.
- 5.6 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, EIN number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## 6.0 INVOICES AND PURCHASE ORDERS

- 6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:
- Natividad Medical Center  
Accounts Payable Department  
P.O. Box 81611  
Salinas, CA. 93912
- 6.2 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 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.

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

## **7.0 DESIGN PROFESSIONAL INDEMNIFICATION**

- 7.1 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 of Monterey under this Indemnity AGREEMENT that is permitted by law shall be provided by CONTRACTOR.
- 7.2 Indemnification for Design Professional Services Claims:  
CONTRACTOR shall indemnify, defend and hold harmless County of Monterey, 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 of Monterey, or defect in a design furnished by County of Monterey.
- 7.3 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 of Monterey, 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 of Monterey, or defect in a design furnished by County of Monterey.

## **8.0 INSURANCE REQUIREMENTS**

- 8.1 Evidence of Coverage:
- 8.1.1 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.

8.1.2 This verification of coverage shall be sent to the County of Monterey'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 of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

8.1.3 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 of Monterey's Purchasing Officer.

## 8.2 Insurance Coverage Requirements:

8.2.1 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:

8.2.1.1 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.

8.2.1.2 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.

8.2.1.3 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.

8.2.1.4 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.

### 8.3 Other Insurance Requirements:

- 8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey 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.
- 8.3.2 Each liability policy shall provide that County of Monterey 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.
- 8.3.3 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 of Monterey 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.
- 8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey'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.
- 8.3.5 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 of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey 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 of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.



## **9.0 NON-DISCRIMINATION**

- 9.1 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.).
- 9.2 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.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **10.0 ASSIGNMENT AND SUBCONTRACTING**

- 10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.
- 10.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the County of Monterey requirements stated herein this Agreement including insurance and indemnification sections.

## **11.0 CONFLICT OF INTEREST**

- 11.1 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.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 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.

- 12.2 CONTRACTOR shall report immediately to NMC, 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.
- 12.3 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.

## **13.0 RECORDS AND CONFIDENTIALITY**

- 13.1 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 NMC or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.
- 13.2 NMC 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.
- 13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.
- 13.4 Access to and Audit of Records: NMC and the County of Monterey 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 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.

## **14.0 INTELLECTUAL PROPERTY RIGHTS**

- 14.1 All data provided by NMC belongs to Natividad Medical Center (County of Monterey). All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the

property of NMC. Use or distribution of NMC data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from NMC.

- 14.2 For NMC data hosted or stored on equipment not owned by NMC, CONTRACTOR shall furnish all data to NMC upon request by NMC at any time during the term of this AGREEMENT and up to one year after the term has expired, in a useable format as specified by NMC and at no additional cost to NMC.
- 14.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, all ideas, concepts, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

## **15.0 WARRANTY BY CONTRACTOR**

- 15.1 CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by NMC. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

## **16.0 ACCESSIBILITY**

- 16.1 CONTRACTOR shall inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

## **17.0 CLEANUP**

- 17.1 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 NMC.

## **18.0 DAMAGE**

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

## 19.0 PROTECTION OF PUBLIC

- 19.1 CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

## 20.0 TRAVEL REIMBURSEMENT

- 20.1 Travel Reimbursement is not allowed for this AGREEMENT.

## 21.0 REGISTRATION THROUGH VENDORMATE

- 21.1 CONTRACTOR's who provide on-site services at NMC shall be required to follow NMC's vendor check-in procedures which require registration through GHX's Vendormate (<https://www.ghx.com/supplier-solutions/credentialing/vendormate-credentialing/>).

## 22.0 EMERGENCY SITUATIONS

- 22.1 CONTRACTOR acknowledges that NMC plans for the continuity of hospital operations during an emergency, especially sustained incidents, and that collaboration with CONTRACTOR is necessary to maintain continuity of operations. Accordingly, CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency:

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

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

Phone: \_\_\_\_\_

*(must list a personal cell phone or other number whereby successful contact is ensured)*

During an emergency, contractor shall use its best efforts to provide NMC with all available supplies, materials, equipment and/or services on a priority basis. The Parties agree that time is of the essence. The delivery of CONTRACTOR's supplies, materials, equipment and/or services will be mutually agreed upon by NMC and CONTRACTOR at the time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

## 23.0 NOTICES

23.1 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 contracts division 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:	TO CONTRACTOR:
Natividad Medical Center	
ATTN: CONTRACTS MANAGER	
1441 Constitution Blvd	
Salinas, CA 93906	
FAX No.: (831) 757-2592	

**24.0 LEGAL DISPUTES**

- 24.1 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.
- 24.2 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.
- 24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

**RFQ SIGNATURE PAGE (REQUIRED)**



NATIVIDAD MEDICAL CENTER  
CONTRACTS OFFICE

RFQ # 9600-80

RELEASED WEDNESDAY MARCH 28, 2018

**INTERIOR DESIGN SERVICES**  
Natividad Medical Center  
1441 Constitution Blvd, Salinas, CA 93906



MAILING ADDRESS  
NATIVIDAD MEDICAL CENTER  
ATTN: JASON GARCIA, CONTRACTS DIVISION  
1441 CONSTITUTION BLVD  
SALINAS. CA. 93906

PROPOSALS ARE DUE IN THE OFFICE OF THE  
NMC CONTRACT DIVISION ON OR BEFORE  
WEDNESDAY, MAY 3, 2018

**QUESTIONS SHOULD BE DIRECTED VIA EMAIL TO**

Jason Garcia, Management Analyst  
[GarciaJF@natividad.com](mailto:GarciaJF@natividad.com)

CONTRACTOR MUST INCLUDE THE FOLLOWING QUALIFICATIONS PACKAGES (1 Original plus 3 Copies)

ALL REQUIRED CONTENT AS DEFINED PER THE SOLICITATION SECTION 8 HEREIN THIS RFQ.

This Signature Page must be included with your Qualifications Packages in order to validate your Request for Qualifications  
**QUALIFICATIONS PACKAGES SUBMITTED WITHOUT THIS PAGE WILL BE DEEMED NON-RESPONSIVE.**

**CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS REQUEST FOR QUALIFICATIONS**

**CONTRACTORS 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: \_\_\_\_\_

EMAIL: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**ATTACHMENT A - FEES/PRICING**

**ATTACHMENT A: Fees/Pricing**

**THIS FEE SHEET MUST BE INCLUDED IN A SEPARATE SEALED ENVELOPE. IT WILL ONLY BE OPENED AFTER STATEMENT OF QUALIFICATIONS HAVE BEEN REVIEWED AND A TENTATIVE AWARDEE HAS BEEN ANNOUNCED. *Failure to comply with this requirement may be grounds for rejection based on non-compliance.***

Position/Title	Hourly Rates (Indicate changes per year if any)	
	Rate for 1st 3 years	Final 2 years
The Agreement resulting from this RFQ will have an initial three (3) year term.		
Principal/Owner		
Project Manager		
Designer		
Clerical		
Other (indicate)		
Other (indicate)		
Other (indicate)		

<b>List all Reimbursable Items to be Billed below</b>	
<b>NOTE:</b> NMC/County shall reimburse only for <u>pre- approved</u> expenses. NMC/County will not reimburse for travel. All hourly billing fees stated above should be an all-inclusive rate to recoup travel costs.	

***Markup on reimbursable items is not permitted for this type of Agreement.***

*---End of ATTACHMENT A---*