



**NATIVIDAD MEDICAL CENTER
CONTRACTS/PURCHASING DIVISION
1441 CONSTITUTION BLVD
SALINAS, CA 93906**

**REQUEST FOR QUALIFICATIONS
9600-76**

**Agreement for
Construction Materials Testing and
Inspection Services
At Natividad Medical Center**

**Statements of Qualifications (SOQ)
are due by 3:00 pm (PST) on
Friday, March 2, 2018**

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey (hereinafter referred to as “COUNTY”) on behalf of Natividad Medical Center (hereinafter referred to as “NMC”) is soliciting Statement of Qualifications (SOQ) from qualified firms (hereinafter referred to as “CONTRACTOR”) to provide construction materials testing and construction inspection services necessary to ensure the adequate quality for construction projects.
 - 1.1.1 Background: NMC is a 172-bed acute care medical center owned and a Monterey County owned community hospital offering comprehensive inpatient, outpatient, diagnostic, and specialty care. A Board of Trustees appointed by the Board of Supervisors works with Administration on day-to-day operations of the medical center. NMC is fully accredited by the Joint Commission on Accreditation of Hospitals and Healthcare Organizations and is under California Office of Statewide Health Planning and Development (OSHPD) and adheres to all rules, regulations, and review processes of obtaining OSHPD permit documentation.
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT. NMC retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.
- 1.3 The purpose of these Agreements is to provide NMC with a pre-qualified list of qualified vendors for construction materials testing and inspection services. Inclusion on the Agreement list does not guarantee an award(s) of any particular project or dollar amount.
- 1.4 No specific projects have been identified during the development of this Request for Qualifications (RFQ).

2.0 REQUIRED PRE-QUALIFICATIONS

- 2.1 Only those CONTRACTORS who are able to meet the qualifications below shall be considered during this solicitation.
 - 2.1.1 Licensing Requirements: CONTRACTOR’S Engineers and other professional staff and/or subcontractors shall be certified in International Code Counsel (ICC), American Concrete Institute (ACI), and/or American Welding Society (AWS) where applicable while providing services to NMC.
 - 2.1.2 CONTRACTOR’S professional staff should include one Geotechnical Engineer and Civil Engineer on staff, both of whom are licensed by the State of California.
 - 2.1.3 CONTRACTOR shall have a minimum of five (5) years’ experience providing construction materials testing and inspection services for OSHPD projects.

2.1.4 CONTRACTOR shall have the knowledge and experience working with the California Office of Statewide Health Planning and Development (OSHPD) and also have experience working in a hospital setting.

2.1.5 Management Knowledge & Company Experience:
CONTRACTOR(S) shall have substantial construction materials engineering, testing, and inspection services experience in the following areas:

- a. Healthcare Facilities (OSHPD 1)
- b. Public Works / Government Buildings

3.0 CALENDAR OF EVENTS

3.1	Issue RFQ	Friday, January 26, 2018
3.2	Deadline for Written Questions	Monday, February 19, 2018
3.3	Statement of Qualifications (SOQ) Submittal Deadline	Friday, March 2, 2018
3.4	Estimated Notification of Selection	Monday, March 19, 2018
3.5	Estimated AGREEMENT Date	May 2018

This schedule is subject to change as necessary.

3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a NMC mailing, shall contact the person designated in the NMC POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFQ** by either informing Natividad Medical Center of their mailing information or by regularly checking the NMC website at www.natividad.com (Vendors tab). Addenda will be posted on the website the day they are released.

4.0 NMC POINT OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to the primary NMC contact for this solicitation:

Maribel Zendejas
NMC Contracts Division
Natividad Medical Center
1441 Constitution Blvd.

Salinas, CA 93906
E-mail: zendejasm@natividad.com

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

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR(S) shall perform with his own firm contract work amounting to not less than fifty percent (50%) of the original total contract price.
- 5.2 CONTRACTOR will provide geotechnical engineering on site testing services, including but not limited to Environmental services, construction observation and inspection, materials testing, construction materials services, drilling services, and analytical chemistry. Testing and inspection services will be required on-site where special inspections are required by the agencies having jurisdiction (Office of Statewide Health Planning Development "OSHPD"/Monterey County Building Department). Reports will be prepared and certified by the CONTRACTOR prior to issuance to the NMC.
 - 5.2.1 CONTRACTOR Obligations:
 - 5.2.1.1 CONTRACTOR will perform on-call required testing or inspections as requested by the COUNTY. CONTRACTOR will provide a certified report and affidavit verifying certification of the CONTRACTOR.
 - 5.2.1.2 CONTRACTOR shall be solely responsible for the transportation of testing specimens. CONTRACTOR will be responsible for proper packaging and transportation of test material so that the test results received back by NMC are not compromised.
 - 5.2.1.3 CONTRACTOR will remain on-site the total time of the inspection and document in a report and provide to the COUNTY within 1 business day.
 - 5.2.1.4 CONTRACTOR will provide testing results within 1 day of off-site material testing after each interval and at the final testing period.
 - 5.2.1.5 CONTRACTOR shall keep accurate records of time and tests units conducted for monthly billing.

- 5.2.1.6 CONTRACTOR shall provide the engineering management, test results, and analysis with sufficient detail, for the duration of the project, to ensure the appropriate documentation will be provided upon completion of work.
- 5.2.1.7 CONTRACTOR acknowledges and agrees that it shall provide services hereunder solely on a non-exclusive basis, and only upon issuance of a request for services. COUNTY is not obligated to purchase from CONTRACTOR any amount of services. COUNTY is free to obtain the services from source(s) other than CONTRACTOR to provide such services.

5.3 The Scope of Work shall include engineering inspection services, material testing and surveying services necessary to verify NMC projects are constructed as specified in the project plans and specifications.

6.0 CONTRACT TERM

- 6.1 The initial term of the AGREEMENT(S) will be for a period of five 5 years.
- 6.2 The AGREEMENT(S) shall contain a clause stating that Natividad Medical Center (County of Monterey) 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 the AGREEMENT(S) includes options for renewal or extension, CONTRACTOR(S) must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT(S).
 - 6.3.1 Both NMC and CONTRACTOR shall agree upon rate extension(s) or changes in writing.
 - 6.3.2 Natividad Medical Center (County of Monterey) does not have to provide a reason if it elects not to renew.

7.0 REQUIRED CONTENT/FORMAT FOR PROPOSAL PACKAGE

7.1 CONTENT AND LAYOUT:

- 7.1.1 CONTRACTOR shall provide the information as requested and as applicable to the proposed services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. **ALL SECTIONS WITHIN THE STATEMENT OF QUALIFICATIONS PACKAGE SHOULD BE TABBED & LABELED.** Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

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

Section 1	COVER LETTER (Contact Information & General Firm Information)
	SIGNED ADDENDA(S) (if any)
	RFQ SIGNATURE PAGE
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS AND RELATED EXPERIENCE (ATTACHMENT A – PRE-QUALIFICATIONS AND RELATED EXPERIENCE)
Section 3	PROJECT REFERENCES (ATTACHMENT B – PROJECT REFERENCES)
Section 4	SEALED PRICING (ATTACHMENT C – FEE SCHEDULE)
Section 5	EXCEPTIONS
Section 6	APPENDIX

Section 1 - Requirements

- **COVER LETTER:** All SOQs must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide Contact information and firm information as follows:
 - **Primary Contact:**
 Information for the representative of the firm that NMC can contact during the solicitation process through to potential contract award and for additional information. The representative must be empowered to speak on contractual and policy matters.
 - Name
 - Address
 - E-mail Address
 - Telephone number
 - Fax number
 - **Firm Info:**
 - Year Established: Provide the year the firm (or branch office, if appropriate) was established under the current name.
 - Ownership Type: Provide the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).
 - D-U-N-S Number: Provide the nine-digit Data Universal Numbering System (D-U-N-S) Number issued by Dun & Bradstreet Information Services. Firms must have a D-U-N-S Number to bid on government proposals.
 - Former Firm Names: Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this business name change was effective and the associated D-U-N-S Number. This information is used to review past performance on Federal contracts.

- **SIGNED ADDENDA** (applicable only if any addenda were released for this solicitation) and **SIGNED RFQ SIGNATURE PAGE**. SOQs submitted without this page will be deemed non-responsive. All signatures must be handwritten 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.
- **TABLE OF CONTENTS**

Section 2 - Pre-Qualifications and Related Experience

CONTRACTOR must acknowledge in writing that it meets all of the pre-qualification and licensing requirements as set forth in Section 2.0 Required Pre-Qualifications **and** complete ATTACHMENT A – PRE-QUALIFICATIONS AND RELATED EXPERIENCE herein.

Section 3 - Project References

Provide project information on ATTACHMENT B – PROJECT REFERENCES and include at least five (5) example projects within the last 5 years. If applicable, describe previous work experience with California acute care hospitals under OSHPD jurisdiction, including knowledge of California Building Codes; OSHPD rules, regulations and review process; and preparation of OSHPD permit documentation including field review processes during project construction and project final at a minimum, includes the following information:

- Project Name
- Brief Project Description
- Client Contact Information
- Size of Project
- Specification of Specialty Area (types of testing performed)

Section 4 – Sealed Pricing

- Selection of CONTRACTOR(S) shall be based on qualifications per the Selection Criteria listed herein. Fees may be negotiated after the tentative award announcement is made for this solicitation. If fee negotiations with the firm determined most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the project, NMC reserves the right to suspend negotiations with the most qualified bidder and proceed to second most qualified bidder, and so on.
- **SEALED PRICING:** CONTRACTOR shall submit the Fee Schedule for all key personnel in a separate sealed envelope as per ATTACHMENT C – FEE SCHEDULE herein. Specific expenses that are common across this industry and scope should also be listed. **Fee Schedule must be submitted in a SEALED ENVELOPE attached to the original proposal copy** or the proposal may be deemed non-responsive.
- Costs that are subject to sales tax should be identified as taxable. All applicable CA sales tax shall be included as a separate line item.

Section 5 – Exceptions

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO NATIVIDAD MEDICAL CENTER RFQ #9600-76, SECTION X.X”; each Exception shall reference the RFQ section number, and briefly explain the reason for taking Exception as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate NMC to revise the terms of the RFQ or AGREEMENT.

Section 6 – Appendix

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

7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive”, submitted SOQs shall adhere to the following:

- 7.2.1 Three (3) sets of the SOQ package (one SOQ 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 #9600-76”. In addition, submit one (1) electronic version of the entire SOQ package on a USB memory stick. **DO NOT INCLUDE YOUR FEE SCHEDULE IN THE ELECTRONIC COPY.** Additional copies may be requested by NMC at its discretion.
- 7.2.2 SOQs 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.
- 7.2.3 Reproductions of the Monterey County seal or Natividad Medical Center logo 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 SOQ, **submit the RFQ SIGNATURE PAGE** (contained herein) **with your qualifications.** SOQs submitted without that page will be deemed non-responsive. SOQ signature must be handwritten, in BLUE ink, and included with the original copy of the SOQ. Photocopies of the RFQ Signature Page may be inserted into the remaining three (3) SOQ copies. All prices and notations must be typed or handwritten in BLUE ink in the original SOQ 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 SOQ.

- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the SOQ that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** **ALL BOXES AND/OR ENVELOPES MAILED OR DELIVERED CONTAINING STATEMENT OF QUALIFICATIONS MUST BE SEALED AND CLEARLY MARKED IN THE LOWER LEFT CORNER:**
- SOLICITATION NUMBER RFQ #9600-76
 - CONTRACTOR’S COMPANY NAME
- 8.2 **Mailing Address:** SOQs shall be mailed to NMC at the mailing address indicated on the **RFQ Signature Page** of this solicitation.
- 8.3 **Due Date:** SOQs 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. SOQs received after the deadline shall be deemed non-responsive and rejected.
- 8.4 **Acceptance:** SOQs are subject to acceptance at any time within ninety (90) days after opening. NMC reserves the right to reject any and all SOQs, 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.
- 8.5 **Ownership:** All submittals in response to this solicitation become the property of NMC. If a CONTRACTOR does not wish to submit a SOQ but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 8.6 **Compliance:** Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.7 **CAL-OSHA:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR(S) and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal.

CONTRACTOR should submit information sufficient for NMC to easily evaluate SOQs with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

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

Selection Criteria	
Required Pre-Qualifications	Pass/Fail
Firm meets all pre-qualification requirements as listed in Section 2.0 Required Pre-Qualifications of this RFQ:	
2.1.1 Licensing Requirements: CONTRACTOR’S Engineers and other professional staff and/or subcontractors shall be certified in International Code Counsel (ICC), American Concrete Institute (ACI), and/or American Welding Society (AWS) where applicable while providing services to NMC.	
2.1.2 CONTRACTOR’S professional staff should include one Geotechnical Engineer and Civil Engineer on staff, both of whom are licensed by the State of California.	
2.1.3 CONTRACTOR shall have a minimum of five (5) years’ experience providing construction materials testing and inspection services for OSHPD projects.	
2.1.4 CONTRACTOR shall have the knowledge and experience working with the California Office of Statewide Health Planning and Development (OSHPD) and also have experience working in a hospital setting.	
2.1.5 Management Knowledge & Company Experience: CONTRACTOR(S) shall have substantial construction materials engineering, testing, and inspection services experience in the following areas: <ul style="list-style-type: none"> a. Healthcare Facilities (OSHPD 1) b. Public Works / Government Buildings 	

Staff Qualifications	Points 0-25
Key Staff Personnel: List key qualified staff, their job titles, qualifications, and experience proposed for the services identified herein this RFQ, including licenses and/or certifications they may hold.	
Project Experience	Points 0-25
Demonstrated experience of the CONTRACTOR in relation to the scope of work, an quality of services provided in the past (1) Healthcare experience with projects of similar size and scope (2) Examples of previous experience	
O.S.H.P.D. Experience	Points 0-25
Knowledge and experience working with the Office of Statewide Health Planning and Development (OSHPD) in a hospital setting, and description of your current relationship with the Inspector of Record (IOR) and General Contractor on Project	
Quality Assurance	Points 0-20
Demonstrated record that the CONTRACTOR has delivered high quality services and documentation to its clients, and has in place an effective continuous quality improvement process. This will be qualified by bidder's submittal and references as per Attachment B Project References.	
Local Preference	Points 5
Local Preference per Local Business Declaration Form: Attachment I (only when applicable - See RFQ Section 10.0)	
TOTAL POSSIBLE POINTS - 100	

- 9.3 Bidders will not be selected based on pricing. Fees shall be negotiated with the selected firms at NMC’s discretion to ensure fair and reasonable pricing as per the Little Brooks Act. In the event that a fee 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.
- 9.4 NMC reserves the right to act as its own reference if the proposer has provided services to NMC previously.
- 9.5 CONTRACTOR 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.

10.0 PREFERENCE FOR LOCAL CONTRACTORS

- 10.1 **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 “best value” method of selection as opposed to a cost based selection only, therefore a *five percent (5%) preference* will be applied to the scoring evaluation for an firm which qualifies as a Local Vendor. Local Vendor is defined as:
- 10.1.1 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;
 - 10.1.2 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;
 - 10.1.3 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;
 - 10.1.4 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
 - 10.1.5 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.
- 10.2 A firm 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:
<https://vendor-center.co.monterey.ca.us/webapp/VSSPROD01/AltSelfService>
AND should submit the *Local Business Declaration Form* with their qualifications (Local Business Declaration Form attached hereto this Solicitation).

11.0 CONTRACT AWARDS

- 11.1 **Multiple Award(s):** NMC has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to NMC.

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

12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 NMC will pursue contract negotiations with the CONTRACTOR(S) 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(S), NMC may pursue contract negotiations with the entity that submitted a proposal which NMC deems to be the next best qualified to provide the services, or NMC may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

- 13.1 CONTRACTOR(S) 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/qualifications and the **RFQ SIGNATURE PAGE** will be interpreted to mean **CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS** set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT SECTION** herein. NMC may, but is not required to, consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

14.0 COLLUSION

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

15.0 RIGHTS TO PERTINENT MATERIALS

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

16.0 DEBARMENT/SUSPENSION POLICY

- 16.0 CONTRACTORS submitting SOQs should not be in current debarment status by the State of California. All CONTRACTORS submitting an SOQ 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 SOQs submitted from a business entity with debarment status will not be considered for an agreement award.

17.0 PIGGYBACK CLAUSE

- 17.1 Certain County of Monterey Departments, in addition to NMC, may have a need for Construction Management 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 then County departments may also offer service Agreements to awarded CONTRACTORS of this RFQ. The Agreement terms and conditions, including pricing, would be identical throughout the piggyback Agreements.

SAMPLE AGREEMENT SECTION

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

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 Statement of Qualifications (SOQ) through the Request for Qualifications (RFQ# 9600-76) for Construction Materials Engineering, Testing, and Inspection Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible Statement of Qualifications (SOQ) 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 SOQ, NMC hereby engages CONTRACTOR to provide the services set forth in RFQ# 9600-76 and in this AGREEMENT on the terms and conditions contained herein and in RFQ# 9600-76. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFQ# 9600-76 dated _____, including all attachments and exhibits
- Addendum (or Addenda) # _____
- CONTRACTOR’S Proposal dated _____
- AGREEMENT
- Certificate of Insurance
- 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: AGREEMENT, CONTRACTOR’S Proposal, RFQ# 9600-76 including all attachments and exhibits,

Addendum/Addenda issued, 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.
 - 2.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.
- 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 this Solicitation (Construction Materials Testing and Inspection Services) and shall include description of goods and/or services provided including timelines and deliverables. Shall also include itemized pricing (including tax), a total price, and all associated payment provisions. 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 initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for _____ additional _____ year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT.

- 4.2 If NMC exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 4.3 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the Fee Schedule attached hereto.
- 5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 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:
 - 5.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 5.6.2 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 reference the RFQ number on all invoices submitted to NMC. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC 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 in 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 NMC'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 NMC. 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 NMC's Contracts/Purchasing Director.

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

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

- 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

- 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

8.3 Other Insurance Requirements:

- 8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to NMC 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 NMC 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 NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles NMC, 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 TRAVEL REIMBURSEMENT

- 14.1 Travel Reimbursement is not allowed for this AGREEMENT.

15.0 NOTICES

- 15.1 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:
Natividad Medical Center
CONTRACTS DIVISION
1441 Constitution Blvd
Salinas, CA 93906

TO CONTRACTOR:
Name _____
Address _____
FAX No. _____
Email _____

16.0 LEGAL DISPUTES

- 16.1 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.
- 16.2 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.
- 16.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 16.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

17.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

- 17.1 Prevailing Wages: If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 17.2 During the entire term of this Agreement, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

Local Hiring per County of Monterey Code 5.08.120: All provisions included in County of Monterey Code 5.08.120 are applicable to this AGREEMENT, including but not limited to:

17.1.1 County of Monterey Code Section 5.08.120 General Provisions; Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works of improvement, all NMC and County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty (50) percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

17.1.2 For the purpose of this Section, the following terms have the meanings indicated:

"Board" shall mean the Monterey County Board of Supervisors.

"Qualified individual" shall mean a person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the public work of improvement to be performed or who is enrolled in a certified State or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.

"Resident of Monterey Bay Area" shall mean a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

18.0 INDEMNITY

18.1 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 the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

18.2 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 the COUNTY, or defect in a design furnished by the COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

18.3 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 the COUNTY, or defect in a design furnished by the COUNTY.

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS/EXHIBITS AND RFQ SIGNATURE PAGE

ATTACHMENT A – Pre-Qualifications & Related Experience (RFQ# 9600-76)

Only those bidders who meet all of the pre-qualifications as set forth in Section 2.0 of the RFP 9600-76 shall be considered for a contract award.

I. Confirm that your firm meets all of the pre-qualification and licensing requirements as set forth in the RFQ Section 2.0: Required Pre-Qualifications below by circling Yes or No as appropriate:

Yes/No Licensing Requirements: CONTRACTOR’S Engineers and other professional staff and/or subcontractors shall be certified in International Code Counsel (ICC), American Concrete Institute (ACI), and/or American Welding Society (AWS) where applicable while providing services to NMC.

Yes/No CONTRACTOR’S professional staff should include one Geotechnical Engineer and Civil Engineer on staff, both of whom are licensed by the State of California.

Yes/No CONTRACTOR shall have a minimum of five (5) years’ experience providing construction materials testing and inspection services for OSHPD projects.

Yes/No CONTRACTOR shall have the knowledge and experience working with the California Office of Statewide Health Planning and Development (OSHPD) and also have experience working in a hospital setting.

Yes/No Management Knowledge & Company Experience:
CONTRACTOR(S) shall have substantial construction materials engineering, testing, and inspection services experience in the following areas:
a. Healthcare Facilities (OSHPD 1)
b. Public Works / Government Buildings

RELATED EXPERIENCE:

II. Provide a description of the services provided by your firm, emphasizing the experience and history of the types of services this RFQ is soliciting for as described in Section 5 - Scope of Work herein this RFQ. Emphasize OSHPD experience, experience with other county-owned hospitals and hospitals within California if applicable.

III. Describe your proposed approach for meeting these services which, at a minimum, includes the following:

Firm Name and Address

1. Key Staff Personnel: List key qualified staff, their job titles, qualifications, and experience proposed for the services identified herein this RFQ, including licenses and/or certifications they may hold.

2. List any sub-contractors you propose using while providing services under this Agreement. Describe please what services you would have those subcontractors render as applicable to the Agreement awarded via this RFQ.
3. Ability to Perform: Provide a description of the services provided by your firm, and a statement of the experience and history providing the services described in the RFQ's Section 5 - Scope of Work. Describe your proposed approach for meeting these services.
4. 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:
 - a. Name of case
 - b. Date filed
 - c. Court in which filed
 - d. Judgment or result
5. Availability of Resources: Describe your ability to provide staff and resources for Testing and Inspection services when necessary.

---End of ATTACHMENT A---

ATTACHMENT B

Project References

(RFQ# 9600-76)

Provide project information and include at least five (5) example projects within the last 5 years. If applicable, describe previous work experience with California acute care hospitals under OSHPD jurisdiction, including knowledge of California Building Codes; OSHPD rules, regulations and review process; and preparation of OSHPD permit documentation including field review processes during project construction and project final; at a minimum, includes the following information:

Project Name

(Include the name of the General Contractor on Project)

Brief Project Description

(Include information about scope, schedule and record of performance. Indicate if the project was completed on time and within budget.)

Client Contact Information

(Include telephone number and e-mail address if possible. NMC may use this information for a reference check.)

Size of Project

(Include square footage and total cost.)

Specification of Specialty Area

Specify which of the following specialty areas this project falls under construction materials and inspection services.

---End of ATTACHMENT B---

ATTACHMENT C – Fee Schedule

(RFQ# 9600-76)

Fee Schedule shall be included in a separate Sealed Envelope to be opened only after final selection of qualified CONTRACTOR(S) has been made by the NMC Selection Committee.

The undersigned, having read and understood all proposal information, hereby submits fees for ENGINEERING TESTING AND INSPECTION SERVICES. It is also understood that the Fee Schedule will **not** be used by NMC as part of the criteria to select the firm(s) for possible interviews by the selection committee, but that the Fee Schedule may be used in negotiations with the qualified firm(s) for the required services.

Position/Title (Add Additional Positions/Titles as Needed)	Hourly Rate
Principal	
Registered Geotechnical Engineer	
Registered Civil Engineer	
Certified Engineering Geologist	
Project Engineer/ Geologist Manager	
Computer Aided Drafting	
Secretarial Services	
FIELD INSPECTION SERVICES	
Field Inspection Services	Hourly Rate
ACI Technician – Field Sampling and Testing Concrete	
Earthwork Observation and Compacting Testing	
Special Inspection and Observations – Reinforced Concrete	
Special Inspection and Observations – Structural Masonry	
Special Inspection and Observations – Structural Steel	
Non-Destructive Testing Services	
Spray-Applied Fireproofing	
Batch Plant Inspection	
Shop Welding and Steel Fabrication Inspection	
OTHER	
MATERIAL TESTING FEES	

Aggregates	Cost per EA
Sieve Analysis without Wash ASTM C136	
Sieve Analysis with Wash ASTM C117	
% Passing #200 Sieve ASTM C117	
Specific Gravity & Absorption (Coarse) ASTM C127	
Specific Gravity & Absorption (Fine) ASTM C128	
Clay Lumps and Friable Particles (ASTM C142)	
Cleanness Value CT 229	
% of Crushed Particles (Fractured Face) ASTM D5821	
Durability Index CT229	
LA Rattle Abrasion Testing ASTM C535	
Organic Impurities ASTM C40	
Potential Reactivity – Chemical Method ASTM C289	
Magnesium or Sodium Sulfate Soundness ASTM C88	
Sand Equivalent ASTM D2419	
Lightweight Pieces in Concrete Aggregate ASTM C123	
Stone Proctor ASTM C29	
Flat & Elongated Particles in Coarse Aggregate AST C4791	
OTHER	
Asphalt	Cost per EACH
Marshall Density-Lab Mix Method ASTM D69296	
Asphalt Extraction (Ignition Method) ASTM C6307	
Asphalt Gradation and Extraction ASTM C5444	
Maximum Theoretical Density/Rice Specific Gravity ASTM D2041	
Hveem Stability ASTM D5160	
Marshall Flow and Stability ASTM C6927	
Bulk Density Testing of Cores ASTM D1188 or ASTM D2726	
Swell CT 305	
Moisture Vapor Susceptibility CT307	
Asphalt Extraction (Solvent Method) ASTM D2172	

Graduation and Oil Extraction Correction	
Asphalt Core Thickness ASTM D3549	
OTHER	
Concrete	Cost per EACH
Concrete Compressive Strength Tests 6"x12" (Set of 4) ASTM C39	\$(Set of 4)
Concrete Compressive Strength Tests 6"x12" ASTM C39	
Concrete Compressive Strength Tests 6"x12" ASTM C39, held not tested	
Compressive Strength of Concrete Cores ASTM C42	
Flexural Strength Beam ASTM C78	
Splitting Tensile Strength of Cylindrical Concrete ASTM C496	
Unit Weight of Lightweight Concrete ASTM C567	
Compressive Strength of Lightweight Concrete ASTM C495	
Dry Shrinkage of Concrete ASTM C157	
Gunite/Shotcrete Panels ASTM C1140	
Preparation of Concrete Specimens by Saw Cutting	
Concrete Compressive Strength Test 4"x8" (set of 5) ASTM C39	\$(Set of 5)
Concrete Compressive Strength Test 4"x8" ASTM C39	
Thickness of Drilled Concrete Core ASTM C174	
Moisture Transmission & pH Test Kits	
Concrete Cylinder HOLD (Not Tested)	
Bit Charge	\$ per Inch
OTHER	
Soils	Cost per EACH
Limit/Plasticity Index ASTM D4319	
Hydrometer Analysis ASTM D422	
Specific Gravity ASTM D854	
R-Value ASTM D2844	
Consolidated ASTM D24365	

Unconfined Compressive Strength ASTM D2166	
Direct Shear – Consolidated ASTM D3080	
Expansion Index of Soils ASTM D4829	
Moisture Determination of Soil and Rock ASTM D2216	
Permeability Flexible Wall ASTM D5084	
pH of Soils	
Chloride Content of Soils	
Minimum Resistivity CT643	
CBR, 100% ASTM D1883	
CBR, 95% 3 point method ASTM D1883	
Remold Charge	
Oversized Correction for Moisture Density ASTM D4718	
Crumb Test ASTM D6572	
Atterburg Limit (Liquid Limit) ASTM D4318	
Maximum Density Standard Proctor ASTM D698	
Maximum Density Modified Proctor 4" Mold ASTM D1557	
Maximum Density Modified Proctor 6" Mold ASTM D1557	
Relative Compaction of Soils and Aggregate CT 216	
Unconfined Compressive Strength of Lime Treated Soils CT 373	
OTHER	
Masonry	Cost per EACH
Mortar Cylinder Compressive Strength 2x4 ASTM C780	
Grout Compressive Strength ASTM C1019	
Prism Compressive Strength, ½ Size	
Masonry Core Unit Strength ASTM C1314	
Masonry Core Shear Test ASTM C1314	
Masonry Block Compressive Strength ASTM C140	
Absorption, Unit Weight and Moisture Content ASTM C140	
Drying Shrinkage of Block ASTM C426	

Relative Mortar Strength CT 515	
High Strength Grout Cubes ASTM C109	
OTHER	
Steel	Cost per EACH
Rebar Tensile Test ASTM A370	
Rebar Bend Test ASTM A2901	
Rebar Tensile and Bend Test ASTM A370 and A290	
7 Strand Wire Cables ASTM A416	
OTHER	
Fireproofing	Cost per EACH
Fireproofing Dry Density ASTM E605	
OTHER	
ADDITIONAL FEES OR REIMBURSABLES	
<i>Payment for additional expenses and reimbursables are <u>not</u> guaranteed and are subject to pre-authorization by NMC</i>	
	Cost per EACH

Additional sheets may be added if necessary

---End of ATTACHMENT C---

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy", adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify they meet the definition of "Local Vendor" as defined and in accordance to the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online: <http://www.natividad.com/about-us/vendors>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein. Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one in order for a business to be considered local):

- It either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within 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 as defined as "Area"; and
- It employs at least one full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the "Area"; and
- It's business has been in existence, in its current name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; and
- It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its 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".

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (plus Dba name if any): _____

Business Address: _____

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ ***Date:*** _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder's proposal in order for the County to apply the applicable local preference. Bidders who do not qualify as a local business as per the policy should not submit this form.

RFQ SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
CONTRACTS OFFICE

RFQ# 9600-76
ISSUE DATE: Friday, January 26, 2018



RFQ TITLE: Construction Management Services

**STATEMENT OF QUALIFICATIONS ARE DUE IN THE OFFICE OF THE
NMC CONTRACT MANAGER BY 3:00 P.M., LOCAL TIME, ON
FRIDAY, MARCH 2, 2018**

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

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO:

Maribel Zendejas, NMC Contracts Division
E-mail: zendejasm@natividad.com
Fax: (831) 783-2616

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH STATEMENT OF QUALIFICATIONS (SOQ) (1 original, plus 3 paper copy, and 1 electronic copy)

- ALL REQUIRED CONTENT AS DEFINED PER RFQ SOLICITATION REQUIREMENTS SECTION 7 HEREIN
- RFQ 9600-76 ATTACHMENT A – Pre-Qualifications and Related Experience
- RFQ 9600-76 ATTACHMENT B – Project References
- RFQ 9600-76 ATTACHMENT C – Fee Schedule (Sealed in a separate envelope)
- RFQ 9600-76 Local Business Declaration Form (Submit this form ONLY if your organization qualifies as per Section 10.0)

This RFQ Signature Page must be included with your submittal in order to validate your Statement of Qualifications.
SOQs submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE YOUR SOQ

I hereby agree to furnish the articles and/or services stipulated in my Statement of Qualifications 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 Statement of Qualifications.

Company Name: _____ Date: _____

Signature: _____ Phone: _____ Fax: _____

Printed Name: _____ Title: _____ E-mail: _____

Street Address/P.O. Box: _____ City: _____ State: _____ ZIP: _____
