



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

REQUEST FOR PROPOSALS (RFP)

9600-70

for

BIOMED SERVICES

**(LABORATORY AND CLINIC EQUIPMENT AND
MEDICAL DEVICE MAINTENANCE,
CALIBRATION, TESTING AND REPAIR
SERVICES)**

Natividad Medical Center

Proposals are due on Wednesday October 10, 2018

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey, a political subdivision of the State of California on behalf of Natividad Medical Center “Natividad” hereinafter referred to as “NMC”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide **Biomed Services (laboratory and clinical equipment and medical device maintenance, calibration, testing and repair services)** at Natividad located at 1441 Constitution Blvd., Salinas, CA 93906. The current County biomedical equipment for this location is listed in Exhibit 1, attached hereto. Inventory is subject to change daily.
- 1.2 This solicitation is intended to create an exclusive service AGREEMENT.

2.0 BACKGROUND

- 2.1 **About NMC:** NMC is a 172-bed hospital with a Level II Trauma Center located in Salinas CA and owned and operated by the County of Monterey. A Board of Trustees appointed by the Board of Supervisors works with Administration on day-to-day operations of the hospital.

NMC’s mission is to continually monitor and improve the health of the people, including the vulnerable, in Monterey County through coordinated, affordable, high quality health care. As such, it is imperative that equipment used at NMC for patient care is maintained and certified in an expedient manner.

- 2.2 California’s Section 1115(a) Medicaid Waiver Renewal, entitled Medi-Cal 2020 was approved by the Centers for Medicare and Medicaid Services (CMS) on December 30, 2015. Medi-Cal 2020 will guide us through the next five years as we work to transform and improve the quality of care, access, and efficiency of health care services.

2.0 REQUIRED QUALIFICATIONS

- 2.1 CONTRACTOR’s interested in responding to this solicitation must demonstrate their ability to successfully provide the required services outlined in the Scope of Work, contained herein. Only proposals from qualified CONTRACTORS meeting the requirements below shall be considered for an agreement, provided they meet **each and every one** of the following requirements at the time of submittal of their proposal in response to this solicitation:
- 2.2 CONTRACTOR must have a minimum of five (5) years’ experience which includes all of the following: providing instrument and equipment preventive maintenance, calibration, and repair services that follow manufacturers’ recommendations and meet the standards adopted by **each** of the following entities:

- a. Clinical Laboratory Standards Institute (CLSI) *Quality Management System: Equipment; Approved Guideline GP37-A*;
 - b. The Joint Commission on Accreditation of Healthcare Organizations (TJC);
 - c. Healthcare Facility Accreditation Program (HFAP);
 - d. National Fire and Protection Agency (NFPA)
 - e. *California Code of Regulations*, Title 22, §75032
 - f. Accreditation Association for Ambulatory Healthcare (AAAHC)
 - g. Association for the Advancement of Medical Instrumentation (AMA).
- 2.3 CONTRACTOR's technicians to be dispatched to service equipment at NMC have obtained and possess CBET certification.
- 2.4 CONTRACTOR shall have within its employment a Project Manager who possess at least five (5) years of experience of managing laboratory and biomedical equipment maintenance calibration, and repair services and is skilled and knowledgeable in qualifications necessary to direct CONTRACTOR's technicians who will be performing services under the awarded Agreement. If CONTRACTOR's Project Manager is also functioning as a technician then the Project Manager must also possess CBET certification.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	Wednesday August 29, 2018
3.2	Pre-Proposal Meeting/Site Tour (MANDATORY)	Tuesday September 18, 2018 Main Lobby, 9:00 AM (PST)
3.3	Deadline for Written Questions	Friday September 21, 2018
3.4	Proposal Submittal Deadline	Wednesday October 10, 2018
3.5	Estimated Notification of Selection	November 2018
3.6	Estimated AGREEMENT Date	January 2019

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a Natividad Medical Center mailing, shall contact the person designated in the NATIVIDAD POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification

of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing Natividad Medical Center of their mailing information or by regularly checking the NMC website at www.natividad.com (Vendors tab). Addenda will be posted on the website the day they are released.

- 3.8 **A MANDATORY PRE-PROPOSAL MEETING: Pre-proposal meeting will be held on Tuesday September 18, 2018 at 9:00 AM (PST) Main Lobby area at Natividad Hospital, 1441 Constitution Blvd, Salinas, CA 93906.** Those interested in submitting a proposal are **required** to attend this meeting. The purpose of this meeting is to answer questions and to see the facility in person. No presentations are required or permitted at this meeting/tour. Please indicate your intent to attend this meeting by sending an emailed response to NMC's Primary Contact person designated in the section below.

4.0 NATIVIDAD POINTS OF CONTACT

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

Primary NMC Contact for this solicitation:

Julie Lupkin, Management Analyst
 Natividad Medical Center
 1441 Constitution Blvd.
 Salinas, CA 93906
 E-MAIL:Lupkinj@natividad.com

- 4.2 All questions regarding this solicitation shall be submitted in writing (via E-mail). 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 Natividad Medical Center 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 shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price.
- 5.2 Biomed Services: CONTRACTOR's Biomed Services shall include the development and maintenance of a comprehensive equipment and medical device inventory and preventative maintenance schedule, routine preventative maintenance services, routine calibration services, and as-needed and emergency repair services of laboratory, clinical and medical equipment at NMC. NMC current inventory list attached hereto as Exhibit 1 and is subject to change regularly. CONTRACTOR's services shall be performed on NMC grounds and fees billed for this shall be all inclusive of costs for all travel, labor, parts, and materials necessary to maintain said equipment or medical device, unless otherwise approved by the NMC Engineering Director or his delegate.
- 5.2.1 Replacement parts used by CONTRACTOR for any equipment or device shall be new or equivalent to new parts.
- 5.2.2 CONTRACTOR shall affix stickers, labels on equipment and medical devices or by other means to identify that maintenance or calibration status is correct and current.
- 5.2.3 CONTRACTOR shall submit a Record of Service-type report to the NMC Engineering and Safety Director at NMC on a once weekly basis via email.
- 5.2.4 CONTRACTOR shall place on-site at NMC two (2) full-time technicians to perform biomed services. NMC reserves the right to request the removal of either or both technician at any time for any reason it deems necessary. In such an event NMC will submit a request for the removal of said technician to CONTRACTOR and CONTRACTOR shall have a replacement technician assigned to work on-site, full-time, at NMC within a thirty (30) day period.
- 5.2.5 CONTRACTOR shall possess and maintain a computer-based inventory tracking system that is capable of logging and tracking all biomed services activity at NMC and which provides reporting capabilities. CONTRACTOR shall be provided a DSL line on-site at NMC for connectivity to its own system.
- 5.2.6 CONTRACTOR shall maintain detailed and current inventory lists for NMC similar to Exhibit 1 and as outlined in this solicitation Scope of Work section contained herein as part of the duties. Because inventory is subject to fluctuate.

5.3 Perform Out-of-Scope Repair Services;

- 5.3.1 The NMC Engineering and Safety Director or their designee may authorize the CONTRACTOR to perform out-of-scope repair services when the need for such work arises. CONTRACTOR shall perform out-of-scope repair services, outside the scope of the routine scheduled preventive maintenance within twenty - four (24) hours after notification by NMC, Monday through Friday between the hours of 8:00 a.m. through 5:00 p.m., excluding County Holidays.
- 5.3.2 Prior to performing any Out-of-Scope repair services, the CONTRACTOR shall prepare and submit a written description of the work with an estimate of labor and materials. Replacement parts required shall be billed to NMC at the rate of cost plus ten percent (10%). The NMC Engineering and Safety Director or their designee must approve the cost in advance. In any case, no out of scope repair services shall commence without approval by the NMC Engineering and Safety Director or designee.
- 5.3.3 If such services commence prior to 5:00 p.m., Monday through Friday, but extend beyond 5:00 p.m., no additional service charges beyond the rates set forth in the Agreement fee schedule are to be incurred by NMC for work performed by CONTRACTOR after 5:00 p.m. If such services are required after 5:00 p.m., Monday through Friday, or on weekends and County holidays, such services shall be billed to County at the hourly rates specified in the Agreement, or quarterly portion thereof, rounded up to the nearest quarter hour.
- 5.3.4 If CONTRACTOR determines that the equipment or medical device cannot be immediately repaired, then CONTRACTOR's technician shall indicate, in writing to NMC, an estimated time frame for repair.
- 5.3.5 Repair shall include diagnosis and corrections of malfunctions and/or failure occurring to said equipment or medical device. With approval by the NMC Engineering and Safety Director or their designee, temporary repair procedures may be followed by NMC's personnel while CONTRACTOR is concurrently developing a permanent repair to said equipment or medical device.
- 5.3.6 If CONTRACTOR is unable to procure necessary additional parts or resources within twenty-four (48) hours after repair to said equipment or medical device had begun, NMC's Engineering and Safety Director or their designee shall have the option of: (1) requiring replacement equipment or medical device, if available, until service can be completed by CONTRACTOR to resume repair services to said equipment or medical device or as soon as repair parts or resources are available. In any event, CONTRACTOR shall repair the said equipment or medical device or have approved plan for repair of said equipment or medical device or provide NMC with temporary replacement equipment or medical device if available within twenty-four 48 hours after repair work on NMC-owned equipment or medical device has begun.

5.4 **Perform Emergency Repair Services:**

5.4.1 The NMC Engineering and Safety Director or his designee may authorize the CONTRACTOR to perform emergency repair services, which are highly time-sensitive repairs, when the need for such work arises. CONTRACTOR shall perform emergency repair services, outside the scope of the routine scheduled preventive maintenance services specified in Appendix B, within four (4) hours after notification to CONTRACTOR by NMC, after 5:00 p.m., Monday through Friday, or on weekends and holidays. Therefore CONTRACTOR shall be expected to provide an on-call technician for emergency repairs during the term of the Agreement.

5.4.2 Replacement parts required for all emergency repairs shall be billed to NMC at the rate of cost plus ten percent (10%).

5.5 **Risk Management Program:**

5.5.1 CONTRACTOR shall, in association with NMC staff, develop and maintain an equipment and medical device risk management program. Such Program shall require written documentation of all medical incidents that involve equipment and medical devices covered under this Agreement, whereby such equipment or medical devices has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation shall describe the incident, the equipment or medical device involved in the medical incident, and any subsequent examination of such equipment or medical device. NMC's Engineering and Safety Director, or their designee, in consultation with CONTRACTOR and NMC's Quality Department, shall provide direct oversight of all activities to decommission, sequester, and examine any equipment or medical device, which has been involved in a medical incident. Neither party shall use, clean, discard, alter, or repair any equipment or medical device involved in such incident prior to said equipment or medical device's examination.

5.6 Breakage and/or Loss: CONTRACTOR shall replace and/or repair (at the time of servicing) any equipment and medical device and/or parts thereof which suffer breakage, damage or loss at the time of servicing or repair, which is caused by the negligence or willful misconduct of CONTRACTOR, and to the extent thereof, at no additional cost to NMC.

5.7 Rework: CONTRACTOR shall rework improperly repaired equipment or medical device, correct any damage resulting therefrom, and supply all necessary parts and materials therefore at no additional cost to NMC. CONTRACTOR's technician shall also repair any defective parts purchased and installed by such technician and shall repair any damage to the equipment or medical device resulting from, and to the extent of, CONTRACTOR's negligence or willful misconduct, at no additional cost to NMC.

5.7.1 Exclusions:

- a) CONTRACTOR is not financially responsible to provide the repair services described as out of scope as per above should such repairs be required because of causes other than ordinary use of the equipment and medical devices, as determined by County. All breakage or damage to equipment and medical device due to abuse and/or negligence by NMC personnel shall first be verified and determined by both CONTRACTOR and NMC to be due to abuse and/or negligence by NMC personnel. CONTRACTOR shall repair such equipment and medical device broken and/or damaged due to abuse and/or negligence on the part of NMC personnel only with the prior written authorization of NMC’s Engineering and Safety Director or designee. Such causes include, but are not limited to:
 - i. Improper use, gross neglect, misplacement, air conditioner or humidity control malfunction or failure, Facility electrical system malfunction or failure;
 - ii. Repair, maintenance, modification, relocation, or reinstallation by any other than CONTRACTOR-authorized personnel;
 - iii. Acts of God, fires, floods, war, acts of sabotage, riots, accidents, or other causes.

- b) CONTRACTOR shall provide NMC with an itemization of the repair(s) necessary, including estimated cost of such repair required to bring said equipment or medical device up to current regulatory compliance standards. Replacement parts required shall be billed to NMC at the rate of cost plus ten percent (10%). NMC’s Engineering and Safety Director may authorize said repair or reconditioning or take said Equipment or medical device out of service.

5.8 Equipment and Medical Device Performance Standards:

5.8.1 The guaranteed performance uptime for each piece of equipment or medical device is a minimum of ninety-seven percent (97%). Should the equipment or medical device fail to meet the uptime criteria in any calendar month then a credit based upon the service contract price for the calendar month will be determined as follows:

Equipment or Medical Device Uptime	Monthly Price Credit
97% - 100% uptime	0%
93% - 96.9% uptime	20%
90% - 92.9% uptime	40%
87% - 89.9% uptime	60%
83% - 86.9% uptime	80%
Below 82.99% uptime	100%

- 5.8.2 The basis for each measurement period is the total number of hours per month the equipment or medical device is in-service at NMC divided by the total number of hours in a service month including weekends and holidays.
- 5.8.3 “In Service” is defined as in use or in stand-by status available for use by NMC.

- 5.8.4 Downtime shall be determined in monthly increments by calendar month in accordance with the following:
- 5.8.5 Total hours per month equipment or medical device is out-of-service divided by the total number of hours in the service month.
- 5.8.6 The equipment or medical device shall be considered out-of-service if the equipment or medical device is inoperable or not able to perform the function it was designed to perform. NMC will determine the function of the equipment and medical devices.
- 5.8.7 Time spent on regularly scheduled maintenance will be excluded from these performance calculations. Additionally, time the equipment or medical device is not operable due to damage from misuse, operator error, inadequate environmental conditions including air conditioning, failure or fluctuations in NMC's electrical power supply, acts of God, strikes or fires, will also be excluded from these performance standards.
- 5.8.8 Downtime is calculated from the time a telephone call is made to the time CONTRACTOR places item back in service.
- 5.8.9 CONTRACTOR shall maintain a log specifying the dates and the causes of all unplanned equipment or medical device downtime. NMC will validate the log as often as necessary, not less than annually. Credit shall be applied to the following month's invoice. Failure to request credit in following month's invoices shall not constitute a waiver of such right which may be exercised at any subsequent time. Equipment or medical device uptime below the ninety percent (90%) uptime defined above, within thirty (30) consecutive calendar days, shall be considered as a contractual default and NMC shall have the right to give CONTRACTOR notice thereof.
- 5.9 **Days of Operation:** CONTRACTOR shall be required to provide Biomed Services as specified herein. CONTRACTOR is not required to provide regular services on County-recognized holidays unless an emergency repair is needed. County holidays are posted online at <http://www.co.monterey.ca.us/personnel/holidays.html>
- 5.10 NMC's obligations include but are not limited to the following;
- 5.10.1 NMC shall provide dedicated space on-site for CONTRACTOR's Project Manager and technicians to operate from with a DSL line for internet connectivity.
- 5.10.2 ID Badges, keys, phones, and orientation training for the NMC campus shall be provided to CONTRACTOR's project managers and technicians.
- 5.11 Pricing and Payment Terms: See the Sample Agreement Sections 5.0 and 6.0.

6.0 CONTRACT TERM

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

7.0 PROPOSAL PACKAGE REQUIREMENTS

7.1 **CONTENT AND LAYOUT:**

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

<u>Proposal Package Layout;</u> Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RECEIPT OF SIGNED ADDENDA(s) (IF ANY)
	RFP SIGNATURE PAGE
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	SAMPLE REPORTS AND QUESTIONNAIRE (Attachment B)
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING & WARRANTY (Attachment A)
Section 7	EXCEPTIONS
Section 8	APPENDIX

Proposal 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. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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Proposal Section 2, Pre-Qualifications/Licensing Requirements necessary to fulfill the "Scope of Work" Section 5:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth in RFP Section 2.0 herein. Provide details substantial enough for County to validate this.

Proposal Section 3, Project Experience & References:

Ability to Perform: Provide a description of the services provided by your organization, and a statement of the experience and history providing the services described in Section 5.0- Scope of Work contained herein this RFP. Describe your proposed approach for meeting these services. Identify sub-contractors, if any, you propose to use to provide a portion of the services.

Key Staff Persons: Identify key staff and their qualifications and experience proposed for the services identified herein. Include all relevant certifications for each person listed.

Background on Staff: Briefly describe what type of background checks you run for all your staff.

Proposal Section 4, Sample Reports and Questionnaire:

Provide sample reports that are relevant to this RFP. At a minimum a quality assurance report should be included.

Complete the Questionnaire attached hereto as Attachment B

Proposal Section 5, Environmentally Friendly Practices:

Indicate whether or not your organization is a ‘Green Certified’ Business, state which governing authority administered the certification, and provide a copy of the certificate if possible.

Proposal Section 6, Pricing & Warranty:

Complete and submit pricing as per Attachment: A – PRICING SHEET attached hereto.

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.

Proposal Section 7, 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 RFP #9600-70, SECTION X.X; each Exception shall reference the RFP section number, and briefly explain the reason for taking Exception as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate Natividad Medical Center to revise the terms of the RFP or AGREEMENT.

Proposal Section 8, Appendix:

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

--end of proposal format requirements--

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

7.2.1 Five (5) sets of the proposal package (one proposal marked “Original” plus four copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and should reference “RFP/Q #9600-70”. In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. DO NOT INCLUDE YOUR

PRICING IN THE ELECTRONIC COPY IF THIS IS AN RFQ FOR ARCHITECTURAL, ENGINEERING, ETC). Additional copies may be requested by NMC at its discretion.

- 7.2.2 Proposals 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 proposal, **submit the RFP SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the RFP Signature Page may be inserted into the remaining three (3) proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal 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 PROPOSALS MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: THE SOLICITATION NUMBER RFP/Q#9600-70 and CONTRACTOR'S COMPANY NAME.
- 8.2 **Mailing Address:** Proposals shall be mailed to NMC at the mailing address indicated on the **RFP Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposals must be received by NMC ON OR BEFORE the time and date specified, at the location and to the person specified on the **RFP 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.

- 8.4 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.
- 8.5 Acceptance: Proposals 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.
- 8.6 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".
- 8.7 Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for NMC to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 9.2 The selection criteria include, but are not limited to, the following:
- a. Overall experience as relevant to the Scope of Work described herein;
 - b. Responsiveness to RFP and quality of proposal received
 - c. Competitive pricing
 - d. Quality of QA Report (sample)
 - e. References
- 9.3 AGREEMENT award will not be based on cost alone.
- 9.4 NMC reserves the right to act as its own reference if the proposer has provided services to NMC previously.

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 *ten percent (10%) preference* will be applied to the scoring evaluation for an organization 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 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 (RFP Attachment C – Local Business Declaration Form attached hereto this Solicitation).**

11.0 CONTRACT AWARDS

- 11.1 Board of Supervisors: The award made from this solicitation may be subject to approval by the Monterey County Board of Supervisors.
- 11.2 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.
- 11.3 Incurred Costs: NMC is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.4 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision as soon as it has been determined.
- 11.5 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.
- 11.6 No Guaranteed Value: NMC does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

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

13.0 AGREEMENT TO TERMS AND CONDITIONS

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

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 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.

17.0 PIGGYBACK CLAUSE

- 17.1 Certain County of Monterey Departments, in addition to NMC, may have a need for Biomed services at any time during the term of the Agreement(s) resulting from this RFP. If deemed in the best interest of the County of Monterey then County departments may also offer service Agreements to awarded CONTRACTORS of this RFP. The Agreement terms and conditions, including pricing, would be identical throughout the piggyback Agreements.

SAMPLE AGREEMENT BETWEEN COUNTY 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

- 1.1 WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # 9600-70 for Bio-Med Services, in accordance with the specifications set forth in this AGREEMENT; and
- 1.2 WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- 1.3 WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.
- 1.4 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 RFP #9600-70 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-70. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP #9600-70 dated August 29, 2018, including all attachments and exhibits
Addendum (or Addenda) #____
CONTRACTOR’S Proposal dated _____,
Security for CONTRACTOR’S proposal,
AGREEMENT,
Payment and Performance Bonds
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, RFP #9600-70 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.
- 2.6 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.
- 2.7 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 RFP 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 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.

- 4.2 If the AGREEMENT(s) includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT(s).
- 6.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3.2 Natividad Medical Center (County of Monterey) does not have to provide a reason if it elects not to renew.
- 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 pricing sheet attached hereto as _____.
- 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 RFP/RFQ number on all invoices submitted to NMC. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC 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 STANDARD INDEMNIFICATION

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

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 BACKGROUND CHECKS

NMC's Human Resources division shall coordinate criminal background checks for all personnel working at NMC. The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

16.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

- 16.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit NMC to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").
- 16.2 CONTRACTOR and NMC shall agree to and execute the Business Associates Agreement attached hereto as Exhibit 2 as a binding part of this AGREEMENT.

17.0 FORCE MAJEURE

- 17.1 Neither NMC nor CONTRACTOR shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's reasonable control (a "**Force Majeure Event**"), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall in good faith use its best efforts to perform its duties and obligations under this Agreement.
- 17.2 If either NMC or CONTRACTOR wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

18.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

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

19.0 TRAVEL REIMBURSEMENT

- 19.1 Travel Reimbursement is not allowed for this AGREEMENT.

20.0 EMERGENCY SITUATIONS

- 20.1 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)

- 20.2 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.

21.0 HAZARDOUS MATERIALS

- 21.1 HAZARDOUS MATERIALS: CONTRACTOR shall comply with the Superfund Amendments and Reauthorization Act (SARA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) while performing all services of this Agreement. CONTRACTOR shall be solely responsible for the transportation and disposal or release of any hazardous material to or from NMC. Once the collection of

materials has commenced neither NMC nor the County of Monterey take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by NMC while in transit or storage for services performed for this Agreement.

- 21.2 CONTRACTOR shall dispose of all materials for this Agreement in compliance with California laws pertaining to waste management, including but not limited to current Title 14 and California Title 27 requirements.

22.0 ACCESSIBILITY

- 22.1 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.

23.0 CLEANUP

- 23.1 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.

24.0 DAMAGE

- 24.1 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.

25.0 PROTECTION OF PUBLIC

- 25.1 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.

26.0 INTELLECTUAL PROPERTY RIGHTS

- 26.1 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.
- 26.2 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.
- 26.3 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, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

27.0 NOTICES

- 27.1 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

FAX No.: (831) 757-2592

TO CONTRACTOR:

Name
 Address

FAX No. _____

Email _____

Tel. No. _____

28.0 LEGAL DISPUTES

- 28.1 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.
- 28.2 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.
- 28.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 28.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

RFP SIGNATURE PAGE, ATTACHMENTS AND EXHIBITS

RFP SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
CONTRACTS OFFICE

RFP # 9600-70
ISSUE DATE: Wednesday, August 29, 2018



RFP TITLE: Biomed Services

**PROPOSALS ARE DUE IN THE OFFICE OF THE
NMC CONTRACT MANAGER BY
Wednesday October 10, 2018**

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

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
Julie Lupkin, Management Analyst, NMC Contracts Division
E-mail: Lupkinj@natividad.com
Fax: (831) 757-2592

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 4 paper copies and 1 electronic copy)

ALL REQUIRED CONTENT AS DEFINED PER RFP SECTION 7

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

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

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

Company Name: _____ Date: _____

Signature: _____ Phone: _____ Fax: _____

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

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