



**NATIVIDAD MEDICAL CENTER
CONTRACTS/PURCHASING
1441 CONSTITUTION BLVD
SALINAS, CA 93906
(831) 755-4111**

REQUEST FOR QUALIFICATIONS

9600-86

**FOR ON-CALL ARCHITECTURAL SERVICES
AT NATIVIDAD MEDICAL CENTER**

(under and over \$100,000 per project)

Proposals are due by 3:00 pm (PST) on October 29, 2021

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1.0 INTENT

- 1.1 The County of Monterey on behalf of Natividad Medical Center (hereinafter referred to as “COUNTY”) is soliciting proposals from qualified organizations, hereinafter referred to as “CONTRACTOR”, to provide “On-Call Architectural Services” as needed for County.
- 1.2 The scope of work shall include, in general, the full range of architectural design services (which may include services of sub-contractors) typically required for architectural projects in the public sector.
- 1.3 This solicitation is not intended to create an exclusive service AGREEMENT and multiple agreement awards may be made. COUNTY retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.
- 1.4 The purpose of these On-Call Architectural Services Agreements is to provide Natividad with a list of pre-qualified architectural firms who are able to complete architectural projects as needed. Inclusion on this list does not guarantee an award(s) of any particular project or dollar amount.
- 1.5 No specific projects have been identified at the time of the development of this RFQ.

2.0 REQUIRED PRE-QUALIFICATIONS

- 2.1 Interested firms must meet ALL of the following qualification requirements in order to be considered by County:
 - 2.1.1 CONTRACTOR shall be a licensed Architect in the State of California; and
 - 2.1.2 CONTRACTOR shall have a minimum of five (5) years’ experience leading and controlling the design and construction of projects under OSHPD jurisdiction; and
 - 2.1.3 CONTRACTOR shall have under its employment at least one full-time LEED Accredited professional who will be assigned to work on projects as necessary; and
 - 2.1.4 CONTRACTOR shall use at a minimum Revit Version 2020 or AutoCAD Version 2020 for the production of all design documents so as to be compatible with Natividad’s software; and
 - 2.1.5 CONTRACTOR shall be capable of following and submitting deliverables under the protocols of the US National CAD standards; and
 - 2.1.6 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.

3.0 ABOUT NATIVIDAD MEDICAL CENTER

- 3.1 Natividad Medical Center is a 172-bed acute care hospital owned and operated by Monterey County. The hospital operates with a medical staff of over 235 physicians and has several specialty clinics and outpatient primary care clinics operated by the Monterey County Health Department. Natividad is fully accredited by The Joint Commission and is governed by a Board of Trustees, under the guidance of the Monterey County Board of Supervisors. Natividad is under OSHPD jurisdiction and adheres to all rules, regulations and review processes of obtaining OSHPD permit documentation.

4.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|------------------------------------|
| 4.1 | Release RFQ | Fri Sept.17, 2021 |
| 4.2 | Deadline for Written Questions | 3:00 p.m., PST, Fri Sept. 29, 2021 |
| 4.3 | Proposal Submittal Deadline | 3:00 p.m., PST, Fri Oct 29, 2021 |
| 4.4 | Estimated Notification of Selection | December 2021 |
| 4.5 | Estimated AGREEMENT Date | January/February 2022 |

This schedule is subject to change as necessary.

- 4.6 **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 RFQ** by either informing the Natividad Medical Center of their mailing information or by regularly checking Natividad's web page at <http://www.natividad.com/about-us/vendors>. Addenda will be posted on the website the day they are released.

5.0 NMC POINTS OF CONTACT

5.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for Natividad

Emily Magdaleno

Management Analyst

Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

Email: MagdaelnoEN@Natividad.com

5.2 **All questions regarding this solicitation shall be submitted in writing via E-mail only.** The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.

5.3 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.

5.4 Only answers to questions communicated by formal written addenda will be binding.

5.5 Prospective CONTRACTOR 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.**

6.0 SCOPE OF SERVICES

6.1 The scope of services shall include, in general, the full range of professional architectural services typically required for architectural projects in the public sector. Tasks may include but are not limited to the following:

- Program Development to Program Validation including Concept Development and Spatial Programming Studies
- Feasibility Studies/Project Definition
- Bid Scoping Documents
- All Phases of Project Design and Disciplines
- Specifications
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting

- Construction Support Services
- BIM/CADD/Drafting Work

6.2 Additional requirements include but are not limited to the following:

6.2.1 Services will be rendered at the request of County. As projects arise County will select qualified architectural firms based upon specialty in most situations and request that they provide a detailed scope and cost. Proposals submitted on a per-project basis after an Agreement has been executed may be subject to negotiation. County reserves the right to select the architect it believes to be the most qualified for each project that arises.

6.2.2 County has implemented Job Order Contracting (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects which Natividad does use the JOC program to complete, CONTRACTOR shall become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinates and adjusts specifications and details produced by the JOC General Contractor.

6.3 CONTRACTOR will advocate for County and ensure the project produced is in the best interest of County. **CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.**

6.4 All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, Uniform Building Code, (Fire, Electrical), Americans with Disabilities Act (ADA), California Green Building Standards Code (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

7.0 REQUIRED CONTENT/FORMAT FOR QUALIFICATIONS PACKAGE

7.1 CONTENT AND LAYOUT:

7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed services. The Qualifications Package submitted in response to this RFQ 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. Qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

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

Section 1 | COVER LETTER (INCLUDING CONTACT INFO)

	RECEIPT OF SIGNED ADDENDA(s) (IF ANY)
	SIGNATURE PAGE
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING & WARRANTY
Section 7	EXCEPTIONS
Section 8	APPENDIX

Section 1 Requirements:

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

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

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

Litigation History Description of litigation to which your organization has been a party in the last five (5) years. Please include:

- (1) Name of Case;
- (2) Date Filed;
- (3) Court in which Filed;
- (4) Judgment or other Result

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

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Section 2, Pre-Qualifications/Licensing Requirements 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 this RFQ Section 2.0 Pre-Qualifications herein.

Section 3, Project Experience & References:

Key Staff Persons: Provide resume(s) for each key employee on the proposed team (do not list subcontractors). County will be looking for confirmation that your firm has at least one full-time LEED Accredited professional available on staff (not a subcontractor) for projects for Natividad. Natividad will also be looking at proposed team member's relevant work experience to ensure each is able to provide architectural tasks as listed in this RFQ Scope of Work. Natividad may request written verification that key staff listed do have appropriate licenses and certifications.

Local OSHPD Experience: Describe your historic working relationship with the local OSHPD Area Compliance Officer and Fire Life Safety Officer.

Projects: Provide project information and include at least five (5) example projects within the last 5 years. If applicable describe previous work experience in 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. Include the following details:

Project Name

Brief Project Description

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

Client Name

Client Contact Information (Natividad may use this information for reference checks)

Please include telephone number and e-mail address if possible.

Size of Project

Please include square footage and total cost

Name of General Contractor on Project

Specify the Specialty Area

Specify which of the following specialty areas this project falls under. Examples: Healthcare, Commercial; Office; Warehouse/Storage; Information Technology; Maintenance; Court Facilities, Schools, or Other (Specify).

Construction Administration: If the examples above from the past five years contain a construction management component, be sure to describe your firm's approach and the steps and methods to be used from concept inception through construction documents and construction administration. Included submittals and meetings with agencies, staff roles and responsibilities for each step in the work process, and all methods employed for in-house plan checks during all phases of document development and submittals.

Section 4, Technical Aspects:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary to provide the services as stated in RFQ 9600-86 herein.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business. CONTRACTOR may reference the County of Monterey's Climate-Friendly Purchasing Policy located online at: <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies>

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 6, SEALED Pricing:

Selection of CONTRACTOR 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, County reserves the right to suspend negotiations with the most qualified firm, and proceed to second most qualified firm, and so on.

Sealed Pricing: CONTRACTOR shall submit a schedule of hourly rates for all key personnel in a separate sealed envelope. Specific expenses that are common across this industry and scope should also be listed. **PRICING MUST BE SUBMITTED IN A SEALED ENVELOPE ATTACHED TO THE ORIGINAL PROPOSAL COPY OR THE QUALIFICATIONS PROPOSAL MAY BE DEEMED NONRESPONSIVE.**

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 RFQ #9600-86". Each Exception shall reference the RFQ page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate County to revise the terms of the RFQ or AGREEMENT.

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.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1** Submittal Identification Requirements: ALL QUALIFICATIONS PACKAGES SUBMITTED IN RESPONSE TO THIS RFQ SHALL BE SUBMITTED AS HARDCOPY DOCUMENTS, MAILED OR HAND DELIVERED, CONTAINING QUALIFICATIONS DETAILS AND THE PRICING/FEEES WITHIN THE QUALIFICTIONS PACKAGE MUST BE SEALED IN A SEPARATE ENVELOPE. ALL QUALIFICATIONS PACKAGES SUBMITTED SHALL STATE IN WRITING ON THE OUTSIDE OF THE BOX PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **“RESPONSE TO RFQ #9600-86” and CONTRACTOR’S COMPANY NAME.**
- 8.2** Mailing Address: Qualifications packages shall be mailed/delivered to Natividad at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3** Due Date: Qualifications packages must be received by Natividad ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened. If a CONTRACTOR does not wish to submit a qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 8.4** Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 8.5** Notification of Submittal: For Qualifications Packages sent by mail or delivery service, firms are to provide the routing or tracking number to the Point of Contact stated in the RFQ in Section 5.1 via email as notification of submittal. This helps ensure that Natividad is aware of your submittal in the event it is accidentally delivered to a different hospital or county department. Qualifications Packages that are delivered whereby there is no routing or tracking number should be delivered ONLY with a sign-off from the person receiving the package that includes the signature, the printed name and the phone number of the receiving person. That information should also be forwarded via email to the Point of Contact stated in Section 5.1 of this RFQ.
- 8.6** Ownership: All submittals in response to this solicitation become the property Natividad. 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: 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).
- 8.9 **Acceptance:** Qualifications packages are subject to acceptance at any time within ninety (90) days after opening. COUNTY reserves the right to reject any and all qualifications packages, or part of any qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible qualifications package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.

9.0 SELECTION CRITERIA

- 9.1 CONTRACTOR(S) should submit information sufficient for Natividad to easily evaluate qualifications with respect to the selection criteria. The absence of required information may cause the Qualifications Package received to be deemed non-responsive and may be cause for rejection. County may conduct interviews and utilize references during selection process as well.
- 9.2 The selection criteria and the importance of each are included in the table below:

Selection Criteria	
CRITERIA	Pass/Fail
<p>Firm meets all pre-qualification requirements as listed in Section 2 of this RFQ:</p> <p>2.1.1 CONTRACTOR shall be a licensed Architect in the State of California.</p> <p>2.1.2 CONTRACTOR shall have a minimum of five (5) years’ experience leading and controlling the design and construction of projects under OSHPD jurisdiction;</p> <p>2.1.3 CONTRACTOR shall have under its employment or as a sub-contractor at least one full-time LEED Accredited professional who will be assigned to work on projects as necessary.</p> <p>2.1.4 CONTRACTOR shall use at a minimum Revit Version 2020 or AutoCAD Version 2020 for the production of all design documents.</p> <p>2.1.5 CONTRACTOR shall be capable of following and submitting deliverables under the protocols of the US National CAD standards.</p> <p>2.1.6 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</p>	

hospital setting.	
Staff Qualifications	Points 0-25
Identify all potential key staff for this project and highlight their credentials and experience	
Project Experience	Points 0-25
(1) Healthcare experience with projects of similar size and scope; (2) governmental agency work experience; (3) record of accomplishing LEED goals and certification; (4) record of accomplishing project on schedule and budget;	
Project Specific Components:	
Quality of Project Management Approach as described (1 page limit)	Points 0-15
Describes approach and the steps and methods to be used from concept inception through construction documents and construction administration. Included submittals and meetings with agencies, staff roles and responsibilities for each step in the work process, and all methods employed for in-house plan checks during all phases of document development and submittals.	
Methodology & Track Record	Points 0-10
Identify your organization’s approach to design management and product delivery and percent of projects completed on schedule.	
O.S.H.P.D. Experience	Points 0-15
Knowledge and experience working with the Office of Statewide Health Planning and Development in a hospital setting, and describe your current relationship with the OSHPD Area Compliance Officer and Fire Life Safety Officer.	
Environmentally Friendly Business Practices	Points 0-5
Environmentally Friendly Business Practices and Green Business Certification as described (1 page limit)	
Local Preference	Points 5
Local Preference per Local Business Declaration Form: Attachment A (only when applicable-See RFQ Section 10.0)	
Total Possible Points - 100	

9.3 Natividad may conduct interviews and utilize references during the selection process as well.

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 (5%) 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 buy a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties; and

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; and

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; and

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: <http://www.co.monterey.ca.us/admin/vendorinfo.htm>. **Firms should submit the *Local Business Declaration Form* with their proposal (RFQ Attachment I – Local Business Declaration Form) attached hereto this solicitation.**

11.0 CONTRACT AWARDS

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

12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 COUNTY will pursue contract negotiations with the CONTRACTOR(S) who submit(s) the best Qualifications Package or is deemed the most qualified in the sole opinion of COUNTY, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either COUNTY or CONTRACTOR, COUNTY may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or COUNTY 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 The term of the AGREEMENT(s) will be for a period of five (5) years.
- 13.2 County reserves the right to cancel any AGREEMENT(S), or any extension of any AGREEMENT(S), without cause, with a thirty day (30) written notice, or immediately with cause.
- 13.4 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT. The AGREEMENT shall be written by COUNTY in a standard format approved by County Counsel, similar or exact to the "SAMPLE AGREEMENT" attached hereto this RFQ. Submission of a signed Qualifications Package in response to

this RFQ, including the signed 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 Agreement provisions included in the **SAMPLE AGREEMENT** attached hereto. COUNTY may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S Qualifications Package.

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 CONFIDENTIAL, PROPRIETARY, TRADE SECRET INFORMATION

15.1 Confidential, Proprietary, or Trade Secret Information: Qualifications Packages submitted in response to this RFQ are not to be marked, in whole or in part, as confidential or proprietary and must not constitute or contain information that is confidential, proprietary, or trade secret, or subject to any other claim that it is not subject to public disclosure under applicable law. The County may refuse to consider any Qualifications Package so marked. Qualifications Package s submitted in response to this RFQ will become subject to public disclosure per the requirements of applicable law, including but not limited to the California Public Records Act, Government Code Section 6250 *et seq.*, and the Ralph M. Brown Act, Government Code Section 54950 *et seq.* Please be advised that all information and documents submitted to County by CONTRACTOR shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to CONTRACTOR, whether pursuant to a request for disclosure or otherwise, including but not limited to disclosure in the course of County's normal procedures to post on the internet or otherwise make available to the general public documents of interest to the public. All interested CONTRACTORS are advised to consider, when deciding what information to include in their submitted Qualifications Package, that such inclusion will result in the information becoming a fully disclosable public record. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFQ or any Qualifications Package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONTRACTOR is agreeing to the County's release of such information and documents under the Public Records Act or the Brown Act, without further notice to the CONTRACTOR, and is agreeing to release, indemnify, and hold harmless the County from any harm that may result to the Proposer or any third party for release of such information and documents. This release and promise to defend and indemnify is given regardless of whether any exemption from disclosure may be available or might have been claimed under applicable law, and CONTRACTOR's responding to this RFQ acknowledge that the decision whether to assert any such exemption will be made in the COUNTY'S sole discretion. Submission by an interested CONTRACTOR constitutes a complete waiver of any claims whatsoever against the COUNTY, and/or its agents, officers, or employees,

that the COUNTY has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the Proposal to be inspected.

Additionally, all Qualifications Packages received by COUNTY in response to this RFQ shall become the exclusive property of the COUNTY. The COUNTY reserves the right, without limitation, to make use of any information or ideas contained in the Proposals submitted. By submitting information and documents to the COUNTY as part of this RFQ, CONTRACTORS acknowledge and agree to the terms of this Section 15.1.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN NMC AND CONTRACTOR

This AGREEMENT is made and entered into by and between County of Monterey, on behalf of Natividad Medical Center, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____, hereinafter referred to as "CONTRACTOR."

SAMPLE RECITALS

County of Monterey ("County") owns and operates Natividad, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care hospital license.

WHEREAS, COUNTY has invited proposals through the Request for Qualifications RFQ# 9600-86 for to provide **ON-CALL ARCHITECTURAL SERVICES WHEREBY THE TOTAL FEE FOR THE ARCHITRECTURAL SERVICES IS \$100,000 OR LESS PER EACH PROJECT**, in accordance with the specifications set forth in this AGREEMENT; and

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

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

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

SAMPLE AGREEMENT: 1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFQ #9600-86 and in this AGREEMENT on the terms and conditions contained herein and in RFQ #9600-86. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFQ #9600-68 plus all associated Addenda
CONTRACTOR'S Qualifications Package dated _____,
Certificate of Insurance
Additional Insured Endorsements

- 1.2 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: plus, RFQ Addenda #9600-86, CONTRACTOR's Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.
- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

SAMPLE AGREEMENT: 2.0 SCOPE OF SERVICE

(Shall be consistent with Scope of Work defined in this Solicitation 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.

SAMPLE AGREEMENT: 3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of this AGREEMENT for a period of 5 years.
- 3.2 CONTRACTOR shall commence negotiations for any desired fee changes a minimum of sixty days (90) prior to the expiration of this AGREEMENT in order to be considered.
 - 3.2.1 Both parties shall agree upon changes to fees in writing.

- 3.3 COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

SAMPLE AGREEMENT: 4.0 COMPENSATION AND PAYMENTS

- 4.1 There is no specific dollar amount associated with the Agreement(s) awarded per RFQ #9600-63. Services are on an as-needed basis and shall be authorized by NMC only upon mutual agreement of CONTRACTORS project proposal. Project proposals will be requested as needed and are subject to negotiations.
- 4.2 CONTRACTOR billing rates attached to the Agreement shall remain firm for the initial term of this AGREEMENT. Any proposed rate adjustments shall adhere to Section 3.2 and 3.2.1 herein.
- 4.3 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.
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTY in writing.
- 4.5 Tax:
4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
4.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration 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.
- 4.6 COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

SAMPLE AGREEMENT: 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly Natividad Medical Center at the following address:
- Natividad Medical Center
Attn: Accounts Payable
PO Box 81611
Salinas, CA 93912
- 5.2 CONTACTOR shall reference RFQ #9600-86 on all invoices submitted to Natividad Medical Center. 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. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor- Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All Natividad 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).
- 5.4 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.

SAMPLE AGREEMENT: 6.0 DESIGN PROFESSIONAL INDEMNIFICATION

6.1 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

6.2 Indemnification for Design Professional Services Claims:
 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, 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 (1) 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.

6.3 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 COUNTY, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.

SAMPLE AGREEMENT: 7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 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.

7.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a “Notice to Proceed” with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by County’s Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- 7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self- insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for

Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 7.4.4 Prior to the execution of this AGREEMENT by COUNTY, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by COUNTY, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles COUNTY, at its sole discretion, to terminate this AGREEMENT immediately.

SAMPLE AGREEMENT: 8.0 RECORDS AND CONFIDENTIALITY
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- 8.1 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 COUNTY 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 COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County of Monterey Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: Natividad Medical Center (COUNTY) have the right to

examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

- 8.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

SAMPLE AGREEMENT: 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.
- 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.

SAMPLE AGREEMENT: 10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total

AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

SAMPLE AGREEMENT: 11.0 CONFLICT OF INTEREST

11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of County.

SAMPLE 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 Natividad’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 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.
- 12.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR

as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

SAMPLE AGREEMENT: 13.0 PREVAILING WAGE

13.1 CONTRACTOR shall comply with Section 1720, et. seq., of the Labor Code, regarding the general prevailing wage rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the AGREEMENT where applicable.

SAMPLE AGREEMENT: 14.0 DRUG FREE WORKPLACE

14.1 CONTRACTOR and CONTRACTOR’S employees shall comply with the County’s policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR’S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the NMC department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

SAMPLE AGREEMENT: 15.0 TIME OF ESSENCE

15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

SAMPLE AGREEMENT: 16.0 PERFORMANCE ASSURANCE

16.1 Assurance of Performance: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR’S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY’s request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances

and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.

- 16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

SAMPLE AGREEMENT: 17.0 TRAVEL REIMBURSEMENT

- 17.1 Travel reimbursements are not permitted for this AGREEMENT.

SAMPLE AGREEMENT: 18.0 EMERGENCY SITUATIONS

- 18.1 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. During the emergency, CONTRACTOR shall provide COUNTY with all available supplies, materials, equipment and/or services on a priority basis.
- 18.2 COUNTY expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by COUNTY and CONTRACTOR, at 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.

SAMPLE AGREEMENT: 19.0 NON-APPROPRIATIONS CLAUSE

- 19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

20.1 CONTRACTOR shall perform all services and provide all drawing and documents in accordance with applicable codes and regulations, and shall be fully responsible for the content of all design documents prepared or provided under this AGREEMENT. Time is of the essence of this AGREEMENT.

SAMPLE AGREEMENT: 21.0 NOTICES

21.1 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’s contract administrator or to CONTRACTOR’S responsible officer; (2) when personally delivered to the party’s principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party’s FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party’s office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

21.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:
Natividad Medical Center
Attn: CONTRACTS DIVISION
1441 Constitution Blvd
Salinas, CA 93906
FAX No.: 831-757-2592
PHONE 831-755-4111

TO CONTRACTOR:
Name _____
Address _____

Fax: _____
Email _____

SAMPLE AGREEMENT: 22.0 LEGAL DISPUTES

- 22.1 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.
- 22.2 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.
- 22.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 22.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

SAMPLE AGREEMENT: 23.0 GENERAL PROVISIONS

- 23.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 23.2 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
- 23.3 Exhibits. The attached Exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.
- 23.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.
- 23.5 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

23.6 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS AND SIGNATURE PAGE

RFQ #0600-86 On-Call Architectural Services for Natividad Medical Center (County of Monterey)
RFQ SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
 CONTRACTS DIVISION

RFQ # 9600-86
 ISSUE DATE: September 15, 2021



RFQ TITLE: On-Call Architect Services for Natividad Medical Center

**PROPOSALS ARE DUE IN THE OFFICE OF THE NMC CONTRACTS DIVISION ON
 OR BEFORE 3:00 P.M. (PST) ON THURSDAY OCTOBER 14, 2021**

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original, plus 3 additional hard copies and 1 electronic copy)

- ALL REQUIRED CONTENT AS DEFINED PER SECTION 7 of this RFQ
- Exhibit A – Rate/Fees Sheet IN SEALED ENVELOPE
- Attachment I - Local Business Declaration Form –ONLY IF APPLICABLE

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this signature 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:		
Printed Name:	Title:		
Email:			

Confidential or Proprietary Information or Documents

Company's authorized representative hereby certifies that the information and documents submitted by CONTRACTOR to the County in connection with this RFQ do not constitute or contain confidential, proprietary, or trade secret information and hereby agrees that all information and documents submitted to the County by Proposer shall become public, non-confidential, non-proprietary, public records that may be provided by the County to the public at any time without prior notice to the Proposer as indicated in Section 15.1 herein this RFQ.

Signature: _____ **Date:** _____

**ATTACHMENT I:
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 at the following link:

Policy Link:

<http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies>

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 (and Db 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 or qualifications package 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.

**Attachment B:
Rates/Fee Schedule – TO BE SUBMITTED IN SEALED ENVELOPE WITH PROPOSAL**

Please list all key personnel and fees to be utilized for on-call Architectural Services for NMC:

Position/Title (Indicate Below)	Hourly Rate

Reimbursable Items to be Billed (please list)	Estimated Cost Bills (Note, indicated markup should not exceed 10%)	
	Total Cost (if applicable at the time of RFQ)	% of Markup Calculated

All Travel and Expenses will be paid per the Monterey County Travel Policy:
http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

Note- provided there are no rate negotiations and NMC, submitted rates/fees herein will become an attachment to the awarded Agreement(s) and a binding part of the Agreement.