



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

**REQUEST FOR PROPOSALS
9600-96
For
Valet Parking Services
At Natividad Medical Center**

Proposals are due by 3:00 pm (PST) on Friday, July 7, 2025

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1.0 INTENT

- 1.1 The County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as “NMC”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide valet parking services at NMC.
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND

2.1 The County of Monterey has a population of over 440,000 residents and is located on the Central Coast of California just south of the San Francisco Bay Area, approximately 45 miles from San Jose and 106 miles from the City of San Francisco. The Salinas Valley extends through the heart of the County, making Monterey the third largest agricultural county in California.

2.2 Natividad Medical Center (NMC), a leading healthcare provider committed to delivering exceptional patient care and accessibility, is seeking a qualified and experienced vendor to provide professional valet parking services on a temporary basis. The intent of this Request for Proposal (RFP) is to identify a vendor that can enhance the parking experience for NMC patients and visitors by offering courteous, efficient, and ADA-compliant valet services. The proposed service period will begin on August 1, 2025, and continue for a duration not to exceed nine (9) months. Vendors are invited to submit detailed proposals outlining their ability to meet the service expectations, operational requirements, and customer service standards set forth in this RFP.

2.4 In Fiscal Year 2024, NMC served the following number of patients:

Admissions: 11,687

Births: 2,381

Emergency Visits: 60,836

Outpatient Visits: 80,996

Surgeries: 5,083

3.0 CALENDAR OF EVENTS

- | | | |
|-----|--|----------------------------------|
| 3.1 | Issue RFP | Friday, June 13, 2025 |
| 3.2 | Non-Mandatory Pre-Proposal Meeting/Site Tour (state whether (MANDATORY)) | 10:00a.m., Monday, June 23, 2025 |
| 3.3 | Deadline for Written Questions | Wednesday, June 25, 2025 |
| 3.4 | Proposal Submittal Deadline | 3:00p.m., Monday, July 7, 2025 |
| 3.5 | Estimated Notification of Selection | July, 2025 |
| 3.6 | Estimated AGREEMENT Date | August, 2025 |

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 NON-MANDATORY PRE-PROPOSAL MEETING:** Pre-proposal meeting will be held at 3:00p.m., Monday, July 7, 2025. The meeting point will be at Natividad Medical Center's Main Lobby. Those interested in submitting a proposal are required to attend this meeting. The purpose of this meeting is to answer questions and to conduct a site walkthrough at NMC. No presentations are required or permitted at this meeting/tour. Please indicate your intent to attend this meeting by sending a 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:

Freddy Vigilmartinez, NMC Contracts Division

Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

E-MAIL: vigilmartinezf@natividad.com

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched, and the answers will be communicated to all known interested 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. General Information

Natividad Medical Center (NMC) is seeking a vendor to provide valet parking services for a temporary assignment not to exceed nine (9) months, beginning on August 1, 2025. The valet service is intended to enhance the accessibility and convenience of parking for patients and visitors, ensuring a customer-service-focused experience.

5.2. Service Location and Hours

- The valet service will operate from a single valet station.
- The valet station will be manned from **7:30 AM to 6:00 PM**, Monday through Friday.
- The vendor must provide its own valet podium at the designated valet station.

5.3. Vendor Responsibilities

- Provide a well-trained and professional valet staff to ensure a seamless parking experience.
- Ensure staff is knowledgeable, courteous, and customer-service oriented.

- Maintain ADA compliance in all valet parking operations.
- Ensure that valet personnel do not accept tips from customers.
- Implement efficient procedures for managing vehicle intake and return.
- Provide clear signage to direct patients and visitors to the valet station.
- Ensure appropriate insurance coverage for valet operations as required by NMC.

5.4. After-Hours Procedures

- The vendor must provide NMC with its **Standard Operating Procedure (SOP) for after-hours key returns** to vehicle owners.
- The SOP should outline a secure and accessible method for vehicle owners to retrieve their keys if they return after valet hours.

5.5. Compliance and Regulations

- The vendor must adhere to all relevant local, state, and federal laws regarding valet parking operations.
- All valet attendants must be trained in ADA compliance to ensure equal access to services for individuals with disabilities.
- The vendor must follow all safety protocols to prevent accidents or damage to vehicles.

5.6. Customer Experience and Quality Assurance

- Valet personnel must wear professional, easily identifiable uniforms.
- Staff must be trained in handling customer interactions professionally and courteously.
- The vendor must develop a system for collecting customer feedback and addressing concerns in a timely manner.

5.7. Duration and Termination

- The valet parking service will be a **temporary assignment lasting no longer than nine (9) months**, commencing on August 1, 2025.
- NMC reserves the right to terminate the agreement at any time if service standards are not met.

5.8. Proposal Submission

Vendors interested in providing valet parking services must submit a proposal including the following:

- A detailed plan outlining how they will meet the requirements specified in this scope of work.
- Their Standard Operating Procedure (SOP) for after-hours key returns.
- Proof of insurance and compliance with local, state, and federal regulations.
- A staffing plan and training protocol for valet personnel.
- A customer service strategy ensuring a high-quality experience for NMC visitors.

5.9. Supplemental Submission (Optional)

- Addition of shuttle service for transportation of patients during the same business hours stated in the valet parking services operation.

5.10. MINIMUM WORK PERFORMANCE BY CONTRACTOR

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

6.0 CONTRACT TERM

- 6.1 The initial term of the AGREEMENT(s) will be for a period of no longer than nine (9) months, with the option to extend the AGREEMENT six (6) additional months to 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:

Proposal Package Layout:
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	PROPOSED STAFFING SCHEDULE (EXHIBIT B)
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING & WARRANTY (EXHIBIT A)
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 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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Section 2, Pre-Qualifications/Licensing Requirements necessary to fulfill the “Scope of Work” Section 6:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth in Section 3.0 herein.

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 Scope of Work herein this RFP. Describe your proposed approach for meeting these services. Identify sub-consultants, if any, you propose to use to provide the services.

Key Staff Persons: Identify key staff and their qualifications and experience proposed for the services identified herein.

Experience & References: Describe at least 3 similar projects for which your organization provided services similar to the scope of work described herein. Please include client contact information (name, phone number and email address if possible) as NMC will conduct reference checks using this information.

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

Section 4, Proposed Staffing Schedule (Exhibit-B):

Provide:

Detailed proposed weekly staffing schedule. Label, “Exhibit-B”, and submit with your proposal.

Section 5, Environmentally Friendly Practices:

Summarize all environmentally friendly practices your organization adheres to in the course of doing business as relevant to the County of Monterey Climate-Friendly Purchasing Policy (located online at www.co.monterey.ca.us/admin/policies.htm).

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.

Section 6, Pricing & Warranty:

Complete and submit pricing as per EXHIBIT 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.

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 #9600-96, 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.

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.

Additional Sections to consider including:

Financial Stability Section:

Provide proof of your organization’s financial capacity and capabilities to undertake and successfully provide services required under this contract. NMC reserves the right to check and evaluate CONTRACTOR’S financial capacity and capability by any means deemed appropriate. The submission of this information in the proposal is desired by NMC, but is not mandatory. However, if a CONTRACTOR chooses not to include this information with their proposal, this information may be requested after the short list is announced. If at that time CONTRACTOR is requested to submit the information and fails to do so, its proposal will be considered non-responsive.

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

- 7.2.1 Four (4) sets of the proposal package (one proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and should reference “RFP #9600-96”. 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 #9600-96 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 **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.

8.4 **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/RFQ Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that its proposal is received at or before the specified time. Postmarks and facsimiles are not

acceptable. Proposals received after the deadline shall be deemed non-responsive and rejected.

- 8.5 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.
- 8.6 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.
- 8.7 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".
- 8.8 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.
- 8.9 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:

Criteria	Description	Points
1. Compliance with Scope of Work	Addresses all required elements of the RFP, including operational plan, equipment, after-hours SOP, ADA compliance, and insurance requirements.	20
2. Local Vendor	Vendor meets all mandatory requirements to qualify as a local vendor per Monterey County guidelines (detailed in Section 10).	10
3. Customer Service & Quality Assurance	Details system for feedback collection, issue resolution, and service quality monitoring; prioritizes positive patient/visitor experience.	20
4. Experience and References	Demonstrates relevant experience in healthcare or similar settings; includes strong references and compliance history.	20
5. Pricing and Cost Effectiveness	Transparent pricing with full breakdown; offers value for service; optional shuttle service considered a plus.	30
Total		100

10.3 AGREEMENT award(s) 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; 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 SEQUENTIAL CONTRACT NEGOTIATION

- 11.1 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.

12.0 AGREEMENT TO TERMS AND CONDITIONS

- 12.1 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.

13.0 COLLUSION

- 13.1 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.

14.0 CONFIDENTIAL/PROPRIETARY/TRADE SECRET CONTENT

- 14.1 **Confidential, Proprietary, or Trade Secret Information: Proposals/Qualifications Packages submitted in response to this RFP 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 Proposal or Qualifications Package so marked. Proposals or Qualifications Packages submitted in response to this RFP 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 /CONSULTANTS 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 /CONSULTANTS, 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 CONTRACTOR /CONSULTANTS 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 RFP 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/CONSULTANT 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 /CONSULTANTS CONTRACTOR /CONSULTANTS CONSULTANT, 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 /CONSULTANT's responding to this RFP/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 /CONSULTANTS CONSULTANT 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 or Qualifications Package to be inspected.

- 14.2 All Proposals/Qualifications Packages received by COUNTY in response to this RFP/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 RFP/RFQ, CONTRACTORS/CONSULTANTS acknowledge and agree to the terms of these Sections 15.1 and 15.2.

15.0 DEBARMENT/SUSPENSION POLICY

- 15.0 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.

16.0 PIGGYBACK CLAUSE

- 16.1 Certain County of Monterey Departments, in addition to NMC, may have a need for Valet Parking 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 SECTION

(SAMPLE) AGREEMENT

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

1.0 RECITALS

WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # 9600-96) for Valet Parking Services, in accordance with the specifications set forth in this AGREEMENT; and

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

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

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

2.0 PERFORMANCE OF THE AGREEMENT

- 2.1 After consideration and evaluation of the CONTRACTOR’S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFP # 9600-96 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 9600-96. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # 9600-96 dated _____, 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 #9600-96 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.
- 18.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.
- 2.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use Natividad Medical Center premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

3.0 SCOPE OF SERVICE

[_____]

(Shall be consistent with Scope of Work defined in this Solicitation and shall include description of goods and/or services provided including timelines and deliverables. Shall also include itemized pricing (including tax), a total price, and all associated payment provisions. Additional conditions may be stated such as details regarding training, meetings, any "Acceptance Testing" or "Notice to Proceed" clauses and project management requirements if applicable.

4.0 TERM OF AGREEMENT

- 4.1 The initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for _____ additional _____ year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 If NMC exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 4.3 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 5.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.
- 5.6 Tax:
 - 21.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 21.6.2 County is registered with the Internal Revenue Service, San Francisco office, EIN number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

6.0 INVOICES AND PURCHASE ORDERS

- 6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:

Natividad Medical Center

Accounts Payable Department
P.O. Box 81611
Salinas, CA. 93912

- 6.2 CONTRACTOR shall 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.

7.0 DESIGN PROFESSIONAL INDEMNIFICATION

- 7.1 For purposes of the following indemnification provisions ("Indemnification AGREEMENT"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification AGREEMENT is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification AGREEMENT and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification

AGREEMENT and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County of Monterey under this Indemnity AGREEMENT that is permitted by law shall be provided by CONTRACTOR.

7.2 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless County of Monterey, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County of Monterey, or defect in a design furnished by County of Monterey.

7.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless County of Monterey, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County of Monterey, or defect in a design furnished by County of Monterey.

8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage: Prior to commencement of this Agreement, the 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, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

8.2 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

8.3 Insurance Coverage Requirements: 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:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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.

Professional Liability Insurance: if required for the professional services being provided, 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.

8.4 Other Requirements: All insurance required by this Agreement shall be with a company acceptable to the 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.

Each liability policy shall provide that the 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.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

Primary Coverage: For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the 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. CONTRACTOR shall always 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.

8.5 Garagekeepers Legal Liability insurance with limits of not less than \$100,000 per vehicle and \$500,000 aggregate to cover loss or damage to vehicles left in the care, custody, or control of CONTRACTOR while performing valet services. This insurance shall provide protection for loss or damage caused by fire, theft, vandalism, collision, or other perils while vehicles are parked or being moved by CONTRACTOR's personnel.

8.6 Crime insurance policy with a limit of not less than \$1,000,000 per occurrence to provide coverage for losses resulting from employee dishonesty, including but not limited to theft of money, securities, or personal property belonging to NMC, its patients, visitors, or other third parties. Coverage must include Third Party Crime coverage, ensuring protection for acts committed by CONTRACTOR's employees against property not owned by CONTRACTOR.

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.

13.0 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.

14.0 EMERGENCY SITUATIONS

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

Name: _____

Title: _____

Phone: _____

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

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

15.0 WARRANTY BY CONTRACTOR

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

16.0 ACCESSIBILITY

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

17.0 CLEANUP

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

18.0 DAMAGE

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

19.0 PROTECTION OF PUBLIC

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

20.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to 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. _____

21.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS/EXHIBITS AND RFP SIGNATURE PAGE

RFP SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
CONTRACTS OFFICE

RFP # 9600-96
ISSUE DATE: Friday, May 30, 2025



RFP TITLE: Valet Parking Services

**PROPOSALS ARE DUE IN THE OFFICE OF THE
NMC CONTRACT MANAGER BY 3:00 P.M., LOCAL TIME, ON
Friday, June 27, 2025**

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

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

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

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 11 and 12 HEREIN

**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: _____

Exhibit-A: Pricing Table

Please complete the pricing chart below. Pricing should reflect a comprehensive cost structure for the full duration of service, including labor, equipment, insurance, and all other relevant expenses.

Cost Category	Unit	Rate	Quantity (Est.)	Cost	Comments / Notes
Valet Staff Wages	Per hour per valet	\$_____	_____ hours	\$_____	Include staffing assumptions
Supervisor/Manager Oversight	Per hour	\$_____	_____ hours	\$_____	Describe oversight schedule
Insurance Coverage					If additional
Administrative / Overhead Costs					
After-Hours Key Return System	Per month	\$_____	9 months	\$_____	Include carrier and limits
Optional: Shuttle Service (Add-On)	Per valet	\$_____	_____ valets	\$_____	Include ADA and safety training
	Monthly	\$_____	9 months	\$_____	
	One-time / monthly	\$_____	_____	\$_____	Describe method in SOP
	Monthly	\$_____	9 months	\$_____	Includes driver and vehicle costs

TOTAL PROPOSED COST (Base Valet Services Only): \$_____

TOTAL PROPOSED COST (Including Optional Shuttle*): \$_____

*If option is available. This is optional.

** If you would like to provide a rate sheet different from this format, please make sure you include cost category, price unit, rate, total costs, etc.