



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

**REQUEST FOR PROPOSALS
9600-95
For
Construction Materials Testing and Inspection
Services**

At Natividad Medical Center

Proposals are due by 3:00 pm (PST) Friday, October 10, 2025

TABLE OF CONTENTS:

1.0 INTENT.....	3
2.0 BACKGROUND.....	3
3.0 REQUIRED QUALIFICATIONS.....	4
4.0 CALENDAR OF EVENTS.....	4
5.0 NATIVIDAD POINTS OF CONTACT.....	5
6.0 SCOPE OF WORK.....	6
7.0 CONTRACT TERM.....	8
8.0 PROPOSAL REQUIREMENTS.....	8
9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS.....	12
10.0 SELECTION CRITERIA.....	12
11.0 PREFERENCE FOR LOCAL CONTRACTORS.....	14
12.0 SEQUENTIAL CONTRACT NEGOTIATION.....	15
13.0 AGREEMENT TO TERMS AND CONDITIONS.....	15
14.0 COLLUSION.....	15
15.0 DEBARMENT/SUSPENSION POLICY.....	16
16.0 PIGGYBACK CLAUSE.....	16
17.0 SAMPLE AGREEMENT SECTION.....	18
ATTACHMENT A: PRE-QUALIFICATIONS & RELATED EXPERIENCE.....	31
ATTACHMENT B: PROJECT REFERENCES.....	33
ATTACHMENT C: FEE SCHEDULE.....	34
ATTACHMENT I: MONTEREY COUNTY LOCAL BUSINESS DECLARATION FORM..	40
RFP SIGNATURE PAGE.....	42

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 construction materials testing and inspection services.
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

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) is a 172-bed Level II Trauma Center owned and operated by the County of Monterey, a government agency and has the Central Coast’s only inpatient and outpatient acute rehabilitation program. NMC is fully accredited by The Joint Commission (TJC) to continuously provide high-quality health care and is governed by a Board of Trustees, under the guidance of the Monterey County Board of Supervisors.

2.3 In Fiscal Year 2025, NMC served the following number of patients:

Admissions: 9,140

Births: 2,187

Emergency Visits: 59,149

Outpatient Visits: 87,506

Surgeries: 4,903

Trauma Cases: 1,558

2.4 The purpose of these Agreements is to provide NMC with a pre-qualified list of qualified vendors for construction materials testing and inspection services. Inclusion on the Agreement list does not guarantee an award(s) of any particular project or dollar amount.

2.5 No specific projects have been identified during the development of this Request for Proposals (RFP).

3.0 REQUIRED QUALIFICATIONS

- 3.1 Only those CONTRACTORS who are able to meet the qualifications below shall be considered during this solicitation.
- 3.1.1 Licensing Requirements: CONTRACTOR'S Engineers and other professional staff and/or subcontractors shall be certified in International Code Counsel (ICC), American Concrete Institute (ACI), and/or American Welding Society (AWS) where applicable while providing services to NMC.
 - 3.1.2 CONTRACTOR'S professional staff should include one Geotechnical Engineer and Civil Engineer on staff, both of whom are licensed by the State of California.
 - 3.1.3 CONTRACTOR shall have a minimum of five (5) years' experience providing construction materials testing and inspection services for Health Care Access and Information (HCAI) projects.
 - 3.1.4 CONTRACTOR shall have the knowledge and experience working with and be registered with HCAI and have experience working in healthcare settings.
 - 3.1.5 Management Knowledge & Company Experience:
CONTRACTOR(S) shall have substantial construction materials engineering, testing, and inspection services experience in the following areas:
 - a. Healthcare Facilities (HCAI)
 - b. Public Works / Government Buildings

4.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|---------------------------------------|
| 4.1 | Issue RFP | Friday, September 19, 2025 |
| 4.2 | Deadline for Written Questions | 5:00 p.m. Tuesday, September 30, 2025 |
| 4.3 | Proposal Submittal Deadline | 3:00 p.m. Friday, October 10, 2025 |
| 4.4 | Estimated Notification of Selection | October 2025 |
| 4.5 | Estimated AGREEMENT Date | December 15, 2025 |

This schedule is subject to change as necessary.

- 4.7 **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.
- 4.8 **PRE-PROPOSAL MEETING:** There will **not** be a pre-proposal meeting for this RFP.

5.0 NATIVIDAD POINTS OF CONTACT

- 5.1 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
- 5.2 All questions regarding this solicitation shall be submitted in writing (E-mail). The questions will be researched, and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.
- 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 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.**

6.0 SCOPE OF WORK

6.1 Contractor Minimum Work Performance Requirement:

The CONTRACTOR shall perform, using its own personnel and resources, no less than fifty percent (50%) of the total value of the original contract.

6.2 Scope of Services:

The CONTRACTOR shall provide comprehensive geotechnical engineering and on-site testing services, which shall include but are not limited to the following: environmental services, construction observation and inspection, materials testing, construction materials analysis, drilling services, and analytical chemistry.

Testing and inspection services shall be conducted on-site as required by relevant regulatory authorities, including the Health Care Access and Information (HCAI) and the Monterey County Building Department. The CONTRACTOR shall prepare and certify all reports before issuing them to NMC.

6.2.1 CONTRACTOR Responsibilities:

- **6.2.1.1 On-Call Testing and Inspection:**

The CONTRACTOR shall perform testing and inspection services on an on-call basis as requested by the COUNTY. Certified reports and affidavits verifying the CONTRACTOR's certification shall accompany each completed service.

- **6.2.1.2 Transportation of Test Specimens:**

The CONTRACTOR shall be solely responsible for the proper packaging and transportation of testing specimens to ensure the integrity of the samples and the accuracy of test results provided to NMC.

- **6.2.1.3 On-Site Presence and Reporting:**

The CONTRACTOR shall maintain an on-site presence for the full duration of each inspection. A detailed report documenting the inspection shall be submitted to the COUNTY within one (1) business day of completion.

- **6.2.1.4 Testing Results Delivery:**

The CONTRACTOR shall provide testing results within one (1) business day following each off-site material testing interval and upon completion of final testing.

- **6.2.1.5 Record Keeping and Billing:**

The CONTRACTOR shall maintain accurate and detailed records of time spent and testing units conducted. These records shall be utilized for monthly billing purposes.

- **6.2.1.6 Engineering Management and Documentation:**

The CONTRACTOR shall provide comprehensive engineering management, detailed test results, and analysis throughout the project's duration. All documentation shall be maintained in a manner that ensures completeness and accuracy upon project completion.

- **6.2.1.7 Non-Exclusive Services Agreement:**

The CONTRACTOR acknowledges that the services provided under this contract are on a non-exclusive basis and are subject to requests for services issued by the COUNTY. The COUNTY retains the right to procure similar services from other sources at its discretion.

7.0 CONTRACT TERM

7.1 The initial term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods.

7.2 The AGREEMENT(s) shall contain a clause that provides that Natividad Medical Center (County of Monterey) reserves the right to cancel this AGREEMENT(s), or any extension of this AGREEMENT(s), without cause, with a thirty day (30) written notice, or immediately with cause.

7.3 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.

8.0 PROPOSAL PACKAGE REQUIREMENTS

8.1 **CONTENT AND LAYOUT:**

8.1.1 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 AND RELATED EXPERIENCE (ATTACHMENT A – PRE-QUALIFICATIONS AND RELATED EXPERIENCE)
Section 3	PROJECT REFERENCES (ATTACHMENT B – PROJECT REFERENCES)
Section 4	SEALED PRICING (ATTACHMENT C – FEE SCHEDULE)
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	EXCEPTIONS
Section 7	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.

Table of Contents

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 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, Sealed Pricing (Attachment C-Fee Schedule):

Complete and attach Attachment C to 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, 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 #9600-95, 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 7, 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.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposals shall adhere to the following:

- 8.2.1 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#9600-95". In addition, submit one (1) electronic version of the entire proposal package on a USB memory stick. **DO NOT INCLUDE YOUR PRICING IN THE ELECTRONIC COPY IF THIS IS AN RFP FOR ARCHITECTURAL, ENGINEERING, ETC).** Additional copies may be requested by NMC at its discretion.
- 8.2.2 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.
- 8.2.3 Reproductions of the Monterey County Seal or Natividad Medical Center Logo shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 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.
- 8.2.5 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.

- 8.3 **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.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **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 #9600-95 and CONTRACTOR’S COMPANY NAME.
- 9.2 **Mailing Address:** Proposals shall be mailed to NMC at the mailing address indicated on the **RFP Signature Page** of this solicitation.
- 9.3 **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 RFP 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 RFP.
- 9.4 **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 Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that its proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be deemed non-responsive and rejected.
- 9.5 **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.
- 9.6 **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.

- 9.7 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".
- 9.8 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.
- 9.9 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR(S) and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for NMC to easily evaluate the 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.
- 10.2 The selection criteria include, but are not limited to, the following:

Selection Criteria	
Required Pre-Qualifications	Pass/Fail
Firm meets all pre-qualification requirements as listed in Section 3.0 Required Pre-Qualifications of this RFP:	
3.1.1 Licensing Requirements: CONTRACTOR'S Engineers and other professional staff and/or subcontractors shall be certified in International Code Counsel (ICC), American Concrete Institute (ACI), and/or American Welding Society (AWS) where applicable while providing services to NMC.	
3.1.2 CONTRACTOR'S professional staff should include one Geotechnical Engineer and Civil Engineer on staff, both of whom are licensed by the State of California.	

3.1.3	CONTRACTOR shall have a minimum of five (5) years' experience providing construction materials testing and inspection services for Health Care Access and Information (HCAI) projects.	
3.1.4	CONTRACTOR shall have the knowledge and experience working with the Health Care Access and Information (HCAI) and also have experience working in a healthcare.	
3.1.5	Management Knowledge & Company Experience: CONTRACTOR(S) shall have substantial construction materials engineering, testing, and inspection services experience in the following areas: a. Healthcare Facilities (HCAI) b. Public Works / Government Buildings	

Staff Qualifications	Points 0-25
Key Staff Personnel: List key qualified staff, their job titles, qualifications, and experience proposed for the services identified herein this RFP, including licenses and/or certifications they may hold.	
Project Experience	Points 0-25
Demonstrated experience of the CONTRACTOR in relation to the scope of work, and quality of services provided in the past. (1) Healthcare experience with projects of similar size and scope (2) Examples of previous experience	
HCAI Experience	Points 0-25
Knowledge and experience working with Health Care Access and Information (HCAI) in a healthcare setting, and description of your current relationship with the Inspector of Record (IOR) and General Contractor on Project	
Quality Assurance	Points 0-15
Demonstrated record that the CONTRACTOR has delivered high quality services and documentation to its clients and has in place an effective continuous quality improvement process. This will be qualified by bidder's submittal and references as per Attachment B Project References.	
Local Preference	Points 10
Local Preference per Local Business Declaration Form: Attachment I (Only when applicable - See RFP Section 11.0)	

TOTAL POSSIBLE POINTS - 100	

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

11.0 PREFERENCE FOR LOCAL CONTRACTORS

- 11.1 Local Preference Policy:** The COUNTY desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the COUNTY. As per the Local Preference Policy (posted online at <http://www.natividad.com/about-us/vendors>) this solicitation utilizes a "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:
- 11.1.1 Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey County, Santa Cruz County, or San Benito County (the "Area"). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties; and
 - 11.1.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business must be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area; and
 - 11.1.3 Vendor's business must have been in existence, in Vendor's name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for proposals for the County; and
 - 11.1.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and
 - 11.1.5 If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor's local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.

- 11.2 An organization which believes it meets the definition of a Local Vendor is advised to read the entire policy (link to policy posted in Section 11.1 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 (RFP Attachment I – Local Business Declaration Form) attached hereto this solicitation.**

12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 NMC will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal and is deemed the most qualified in the sole opinion of NMC, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either NMC or CONTRACTOR, NMC may pursue contract negotiations with the entity that submitted a Proposal which NMC deems to be the next best qualified to provide the services, or NMC may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

- 13.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with NMC for the provision of the requested service. The AGREEMENT shall be written by NMC in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **RFP SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. NMC may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

14.0 COLLUSION

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

15.0 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 construction materials testing and inspection 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 # 9600-95) for Construction Materials Inspection and Inspection 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 # 9600-95 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 9600-95. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # 9600-95 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 #9600-95 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 number on all invoices submitted to NMC. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All NMC Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

7.0 STANDARD INDEMNIFICATION

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

8.0 DESIGN PROFESSIONAL INDEMNIFICATION

- 8.1 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.
- 8.2 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.
- 8.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

9.0 INSURANCE REQUIREMENTS

- 9.1 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.

9.2 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.

9.3 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.

9.4 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.

10.0 NON-DISCRIMINATION

- 10.1 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.).
- 10.2 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.
- 10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

11.0 ASSIGNMENT AND SUBCONTRACTING

- 11.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.
- 11.2 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.

12.0 CONFLICT OF INTEREST

- 12.1 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.

13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 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.
- 13.2 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.
- 13.3 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.

14.0 RECORDS AND CONFIDENTIALITY

- 14.1 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.
- 14.2 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.

- 14.3 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.
- 14.4 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.

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.

15.0 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.

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 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. _____

22.0 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

ATTACHMENT A – Pre-Qualifications & Related Experience

(RFP# 9600-95)

Only those bidders who meet all of the pre-qualifications as set forth in Section 2.0 of the RFP 9600-95 shall be considered for a contract award.

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

- Yes/No Licensing Requirements: CONTRACTOR'S Engineers and other professional staff and/or subcontractors shall be certified in International Code Counsel (ICC), American Concrete Institute (ACI), and/or American Welding Society (AWS) where applicable while providing services to NMC.
- Yes/No CONTRACTOR'S professional staff should include one Geotechnical Engineer and Civil Engineer on staff, both of whom are licensed by the State of California.
- Yes/No CONTRACTOR shall have a minimum of five (5) years' experience providing construction materials testing and inspection services for OSHPD projects.
- Yes/No CONTRACTOR shall have the knowledge and experience working with the California Office of Statewide Health Planning and Development (OSHPD) and also have experience working in a hospital setting.
- Yes/No Management Knowledge & Company Experience:
 CONTRACTOR(S) shall have substantial construction materials engineering, testing, and inspection services experience in the following areas:
 a. Healthcare Facilities (OSHPD 1)
 b. Public Works / Government Buildings

RELATED EXPERIENCE:

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

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

Firm Name and Address

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

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

---End of ATTACHMENT A---

ATTACHMENT B

Project References

(RFP# 9600-95)

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

Project Name

(Include the name of the General Contractor on Project)

Brief Project Description

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

Client Contact Information

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

Size of Project

(Include square footage and total cost.)

Specification of Specialty Area

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

---End of ATTACHMENT B---

ATTACHMENT C – Fee Schedule

(RFP# 9600-95)

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

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

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

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

Swell CT 305	
Moisture Vapor Susceptibility CT307	
Asphalt Extraction (Solvent Method) ASTM D2172	
Graduation and Oil Extraction Correction	
Asphalt Core Thickness ASTM D3549	
OTHER	
Concrete	Cost per EACH
Concrete Compressive Strength Tests 6"x12" (Set of 4) ASTM C39	\$ (Set of 4)
Concrete Compressive Strength Tests 6"x12" ASTM C39	
Concrete Compressive Strength Tests 6"x12" ASTM C39, held not tested	
Compressive Strength of Concrete Cores ASTM C42	
Flexural Strength Beam ASTM C78	
Splitting Tensile Strength of Cylindrical Concrete ASTM C496	
Unit Weight of Lightweight Concrete ASTM C567	
Compressive Strength of Lightweight Concrete ASTM C495	
Dry Shrinkage of Concrete ASTM C157	
Gunit/Shotcrete Panels ASTM C1140	
Preparation of Concrete Specimens by Saw Cutting	
Concrete Compressive Strength Test 4"x8" (set of 5) ASTM C39	\$ (Set of 5)
Concrete Compressive Strength Test 4"x8" ASTM C39	
Thickness of Drilled Concrete Core ASTM C174	
Moisture Transmission & pH Test Kits	
Concrete Cylinder HOLD (Not Tested)	
Bit Charge	\$ per Inch
OTHER	
Soils	Cost per EACH
Limit/Plasticity Index ASTM D4319	

Hydrometer Analysis ASTM D422	
Specific Gravity ASTM D854	
R-Value ASTM D2844	
Consolidated ASTM D24365	
Unconfined Compressive Strength ASTM D2166	
Direct Shear – Consolidated ASTM D3080	
Expansion Index of Soils ASTM D4829	
Moisture Determination of Soil and Rock ASTM D2216	
Permeability Flexible Wall ASTM D5084	
pH of Soils	
Chloride Content of Soils	
Minimum Resistivity CT643	
CBR, 100% ASTM D1883	
CBR, 95% 3 point method ASTM D1883	
Remold Charge	
Oversized Correction for Moisture Density ASTM D4718	
Crumb Test ASTM D6572	
Atterburg Limit (Liquid Limit) ASTM D4318	
Maximum Density Standard Proctor ASTM D698	
Maximum Density Modified Proctor 4" Mold ASTM D1557	
Maximum Density Modified Proctor 6" Mold ASTM D1557	
Relative Compaction of Soils and Aggregate CT 216	
Unconfined Compressive Strength of Lime Treated Soils CT 373	
OTHER	
Masonry	Cost per EACH
Mortar Cylinder Compressive Strength 2x4 ASTM C780	
Grout Compressive Strength ASTM C1019	
Prism Compressive Strength, ½ Size	
Masonry Core Unit Strength ASTM C1314	

Masonry Core Shear Test ASTM C1314	
Masonry Block Compressive Strength ASTM C140	
Absorption, Unit Weight and Moisture Content ASTM C140	
Drying Shrinkage of Block ASTM C426	
Relative Mortar Strength CT 515	
High Strength Grout Cubes ASTM C109	
OTHER	
Steel	Cost per EACH
Rebar Tensile Test ASTM A370	
Rebar Bend Test ASTM A2901	
Rebar Tensile and Bend Test ASTM A370 and A290	
7 Strand Wire Cables ASTM A416	
OTHER	
Fireproofing	Cost per EACH
Fireproofing Dry Density ASTM E605	
OTHER	
ADDITIONAL FEES OR REIMBURSABLES	
<i>Payment for additional expenses and reimbursables are <u>not</u> guaranteed and are subject to pre-authorization by NMC</i>	
	Cost per EACH

Additional sheets may be added if necessary

---End of ATTACHMENT C---

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 a 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.

RFP SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
CONTRACTS OFFICE

RFP # 9600-95
ISSUE DATE: September 19, 2025



RFP TITLE: Construction Materials Testing and Inspection Services

**PROPOSALS ARE DUE IN THE OFFICE OF THE
NMC CONTRACT MANAGER BY 3:00 P.M., LOCAL TIME, ON
Friday October 10, 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

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 8, 9, and 11 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: _____