



**NATIVIDAD MEDICAL CENTER
CONTRACTS/PURCHASING
1441 CONSTITUTION BLVD
SALINAS, CA 93906
(831) 783-2620**

**REQUEST FOR PROPOSALS
9600-47
for
Marketing & Graphic Design Services**

At Natividad Medical Center

Proposals are due by 3:00 pm (PST) on

Monday, May 20, 2013

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TABLE OF CONTENTS:

Contents

SOLICITATION DETAILS SECTION	5
1.0 INTENT	6
2.0 BACKGROUND.....	6
3.0 CALENDAR OF EVENTS.....	6
4.0 NATIVIDAD POINTS OF CONTACT	7
5.0 SCOPE OF WORK	8
6.0 CONTRACT TERM.....	9
7.0 PROPOSAL PACKAGE REQUIREMENTS.....	9
8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS	12
9.0 SELECTION CRITERIA	13
10.0 PREFERENCE FOR LOCAL CONTRACTORS.....	14
11.0 CONTRACT AWARDS.....	14
12. 0 SEQUENTIAL CONTRACT NEGOTIATION.....	14
13.0 AGREEMENT TO TERMS AND CONDITIONS	15
14.0 COLLUSION	15
15.0 RIGHTS TO PERTINENT MATERIALS.....	15
16.0 PIGGYBACK CLAUSE.....	16
SAMPLE AGREEMENT SECTION.....	17
16.0 AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND CONTRACTOR.....	18
17.0 RECITALS.....	18
18.0 PERFORMANCE OF THE AGREEMENT.....	18
19.0 SCOPE OF SERVICE	19
20.0 TERM OF AGREEMENT.....	20
21.0 COMPENSATION AND PAYMENTS	20
22.0 INVOICES AND PURCHASE ORDERS.....	21
23.0 INDEMNIFICATION.....	22
24.0 INSURANCE REQUIREMENTS.....	22
25.0 RECORDS AND CONFIDENTIALITY	24
26.0 NON-DISCRIMINATION.....	25
27.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS.....	26
28.0 CONFLICT OF INTEREST	26
29.0 COMPLIANCE WITH APPLICABLE LAWS	26
30.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT	27
31.0 TRAVEL & EXPENSE REIMBURSEMENT.....	27
32.0 GUARANTEE OF MALWARE-FREE GOODS	27
33.0 INTELLECTUAL PROPERTY RIGHTS	27
34.0 NOTICES.....	28
35.0 LEGAL DISPUTES.....	29
ATTACHMENTS AND SIGNATURE PAGE	30
ATTACHMENT A.....	31
ATTACHMENT B.....	33
ATTACHMENT C.....	34
SIGNATURE PAGE.....	38

SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey, on behalf of Natividad Medical Center has identified a need to enhance Marketing and Graphic Design Services for Natividad Medical Center and would like to partner with "Best in Class" vendor(s) that can provide these services, capitalizing on best practice models the vendor(s) has developed. It is the intent of Natividad Medical Center to solicit sealed proposals from qualified CONTRACTORS, through the Request for Proposal (RFP) process. These proposals will be evaluated to select the Vendor (hereinafter referred to as CONTRACTOR) to negotiate an agreement with Natividad Medical Center (County of Monterey).
- 1.2 The contract period of performance will be for three years (3) with the option to renew for two (2) additional one year periods. Fixed prices for the first year will be established as part of the initial contract. Pricing for subsequent years shall not exceed the consumer price index for the California Central Coastal area. Costs for any enhancements in service will be negotiated.

2.0 BACKGROUND

- 2.1 Natividad Medical Center is a 172-bed acute care medical center owned and operated by Monterey County. A Board of Trustees appointed by the Board of Supervisors works with Administration on day-to-day operations of the medical center.

Natividad Medical Center is a Monterey County owned community hospital emphasizing the care of women, children and families. Fully Accredited by the Joint Commission, Natividad Medical Center is a modern medical center campus offering comprehensive inpatient, outpatient, diagnostic and specialty care.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|------------------------|
| 3.1 | Issue RFP | Friday, April 12, 2013 |
| 3.2 | Deadline for Written Questions | Friday, May 10, 2013 |
| 3.3 | Proposal Submittal Deadline | Monday, May 20, 2013 |
| 3.4 | Estimated Notification of Selection | Monday, June 3, 2013 |
| 3.5 | Estimated AGREEMENT Date | Monday July 1, 2013 |

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 web page at www.natividad.com (Vendors Tab). Addenda will be posted on the website the day they are released.

4.0 NATIVIDAD POINTS OF CONTACT

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

Primary Contact for Natividad Medical Center:

Sid Cato

Management Analyst / Contracts

Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

PHONE: (831) 783-2620

FAX: (831) 757-2592

Email: catosl@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 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.
- 5.2 The Scope of Work includes but is not limited to the following:
- 5.2.1 Development of customized strategic marketing plans
 - 5.2.2 Brand planning, development, and positioning including overall brand campaigns
 - 5.2.3 Creative development of marketing collateral and support materials
 - 5.2.4 Graphic design & coordination of production services for marketing collateral and support materials
 - 5.2.5 Coordination of print services
 - 5.2.6 Advertising services including creative, production, placement, and measurement
 - 5.2.7 Website design, maintenance, and optimization including information architecture, content management, site design, metrics, and other expertise as needed
 - 5.2.8 Social media services
 - 5.2.9 Photography/Video
 - 5.2.10 Event planning & support materials
 - 5.2.11 Project management services
 - 5.2.12 Hospital / Healthcare organizational experience

SEE ATTACHMENT B TO REPLY TO ITEMS 5.2.1 THROUGH 5.2.12 ABOVE.

6.0 CONTRACT TERM

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

7.0 PROPOSAL PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT:

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

<u>Proposal Package Layout;</u> Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RECEIPT OF SIGNED ADDENDA(s) (IF ANY)
	SIGNATURE PAGE
	TABLE OF CONTENTS
Section 2	PROJECT EXPERIENCE AND REFERENCES (ATTACHMENT B)
Section 3	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 4	GENERAL FIRM INFORMATION AND STAFF PRICING (ATTACHMENT A)
Section 5	EXCEPTIONS
Section 6	APPENDIX

Section 1 Requirements:

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

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

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

Table of Contents

Section 2: Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the services identified herein per **ATTACHMENT A**.

Experience & References: CONTRACTOR shall complete and submit **ATTACHMENT B** attached hereto in which CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as Natividad Medical Center (County of Monterey) will conduct reference checks using this information.

Section 3: Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to Natividad Medical Center's (County of Monterey's) Climate-Friendly Purchasing Policy.

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

Section 4: General Firm Information and Staff Pricing:

CONTRACTOR shall complete and submit **ATTACHMENT A** attached hereto.

Section 5: Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with **"EXCEPTION TO NATIVIDAD MEDICAL CENTER (MONTEREY COUNTY) SOLICITATION #9600-47** (indicate the applicable

solicitation number). Each exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate Natividad Medical Center (County of Monterey) to revise the terms of the RFP or AGREEMENT.

Section 6: Appendix:

CONTRACTOR shall provide any additional information that it believes to be applicable to this proposal package. Information should include but is not limited to:

- Samples of Marketing Plans
- Brand Campaigns
- Other Marketing Collateral
- Sample Ads
- Sample Web Site Pages

Additional Sections to consider including:

Financial Stability Section:

CONTRACTOR shall provide proof of its financial capacity and capabilities to undertake and successfully provide services required under this contract. Natividad Medical Center (County of Monterey) 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 Natividad Medical Center (County of Monterey), but is not mandatory. However, if a CONTRACTOR chooses not to include this information with their proposal or qualifications package, 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.

Statement to Service Entire County:

Include a statement acknowledging that the company is able to provide services to:

Natividad Medical Center, Salinas, California, County of Monterey

If the CONTRACTOR intends to include added fees for travel time and expenses, it should be indicated in this statement.

7.2 **ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposals or qualifications packages shall adhere to the following:

- 7.2.1 Three (3) sets of the proposal package (one proposal marked "Original" plus two copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to, "RFP # 9600-47". In addition, submit one (1) electronic version of the entire proposal package on a

CD, DVD, or USB memory stick. Additional copies may be requested by Natividad Medical Center (County of Monterey) at its discretion.

- 7.2.2 Proposals or qualifications packages 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 per Section 6 above.
- 7.2.3 Reproductions of the Monterey County Seal or Natividad Medical Center 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 or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without this 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 Signature Page may be inserted into the remaining two 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 or qualifications package 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 PROPOSAL OR QUALIFICATIONS PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #9600-47 and CONTRACTOR'S COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal or qualifications packages shall be mailed to NMC at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal or qualifications packages must be received by NMC **ON OR BEFORE** the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time.

Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

- 8.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 8.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Natividad Medical Center (County of Monterey) reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 Ownership: All submittals in response to this solicitation become the property of the Natividad Medical Center (County of Monterey). If a CONTRACTOR does not wish to submit a Proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 8.7 Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for Natividad Medical Center 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:
 - 9.2.1 Ability of the contractor to demonstrate direct experience providing Hospital/ Healthcare Marketing, Web Page Design & Maintenance and Graphic Design services as specified in this RFP (responses to Scope of Work List), Attachment B
 - 9.2.2 Sample packet provided per Section 6, Appendix.
 - 9.2.3 Staff Qualifications, Attachment B
 - 9.2.4 Hospital / Healthcare Organizational Experience, Attachment B
 - 9.2.5 Overall Fees, (Hourly Rates/Project Descriptions), Attachment A

9.2.6 Local Vendor Preference Policy per Attachment C

10.0 PREFERENCE FOR LOCAL CONTRACTORS

10.1 See Attachment C

11.0 CONTRACT AWARDS

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

12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 Natividad Medical Center (County of Monterey) will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of Natividad Medical Center (County of Monterey), 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, Natividad Medical Center (County of Monterey) may pursue contract negotiations with the entity that submitted a Proposal which Natividad Medical Center (County of Monterey) deems to be

the next best qualified to provide the services, or Natividad Medical Center (County of Monterey) 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 Natividad Medical Center (County of Monterey) for the provision of the requested service. The AGREEMENT shall be written by Natividad Medical Center (County of Monterey) in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **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. Natividad Medical Center (County of Monterey) may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

14.0 COLLUSION

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

15.0 RIGHTS TO PERTINENT MATERIALS

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

16.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: _____ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

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SAMPLE AGREEMENT SECTION

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

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

17.0 RECITALS

- 17.1 WHEREAS, Natividad Medical Center (County of Monterey) has invited proposals through the Request for Proposals RFP # 9600-47 for **Marketing and Graphic Design Services** in accordance with the specifications set forth in this AGREEMENT; and
- 17.2 WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- 17.3 WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.
- 17.4 NOW THEREFORE, Natividad Medical Center (County of Monterey) and CONTRACTOR, for the consideration hereinafter named, agree as follows:

18.0 PERFORMANCE OF THE AGREEMENT

- 18.1 After consideration and evaluation of the CONTRACTOR'S proposal, Natividad Medical Center (County of Monterey) hereby engages CONTRACTOR to provide the services set forth in RFP #9600-47 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-47 the intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP #9600-47 dated, May 20, 2013 including all attachments and exhibits
Addendum (or Addenda) (if any)
CONTRACTOR'S Proposal dated ,
Certificate of Insurance
Additional Insured Endorsements

- 18.2 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 #9600-47 including all attachments and exhibits,

Addendum/Addenda (if any), Certificate of Insurance, and Additional Insured Endorsements.

- 18.3 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 (Monterey County), or immediate family of an employee of Natividad Medical Center (County of Monterey).
- 18.4 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.
- 18.4.1 CONTRACTOR must maintain all required licenses (if any) throughout the term of the AGREEMENT.
- 18.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use 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.

19.0 SCOPE OF SERVICE

- 19.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, 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.
- 19.2 The Scope of Work includes but is not limited to the following:
- 19.2.1 Development of customized strategic marketing plans
 - 19.2.2 Brand planning, development, and positioning including overall brand campaigns
 - 19.2.3 Creative development of marketing collateral and support materials
 - 19.2.4 Graphic design & coordination of production services for marketing collateral and support materials
 - 19.2.5 Coordination of print services

- 19.2.6 Advertising services including creative, production, placement, and measurement
- 19.2.7 Website design, maintenance, and optimization including information architecture, content management, site design, metrics, and other expertise as needed
- 19.2.8 Social media services
- 19.2.9 Photography/Video
- 19.2.10 Event planning & support materials
- 19.2.11 Project management services
- 19.2.12 Hospital / Healthcare organizational experience

20.0 TERM OF AGREEMENT

- 20.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2016 with the option to extend the AGREEMENT for two (2) additional one (1) year periods. Natividad Medical Center (County of Monterey) is not required to state a reason if it elects not to renew this AGREEMENT.
- 20.2 If Natividad Medical Center (County of Monterey) exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 20.3 Natividad Medical Center (County of Monterey) 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.

21.0 COMPENSATION AND PAYMENTS

- 21.1 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.
- 21.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. Natividad Medical Center (County of Monterey) does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 21.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

- 21.4 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.
- 21.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.
- 21.6 Tax:
- 21.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 21.6.2 Monterey County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730022K. Monterey County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County (Natividad Medical Center) as consignee.

22.0 INVOICES AND PURCHASE ORDERS

- 22.1 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
- 22.2 CONTRACTOR shall reference RFP # 9600-47 and Purchase Order number on all invoices submitted to Natividad Medical Center. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Natividad Medical Center (County of Monterey) shall certify the invoice; either in the requested amount or in such other amount as Natividad Medical Center (Monterey County) 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.
- 22.3 All Natividad Medical Center (County of Monterey) 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).
- 22.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by Natividad Medical Center (County of Monterey). Surcharges and additional fees not included the AGREEMENT must be approved by Natividad Medical Center (County of Monterey) in writing via an Amendment.

23.0 INDEMNIFICATION

- 23.1 CONTRACTOR shall indemnify, defend, and hold harmless County of Monterey, 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.

24.0 INSURANCE REQUIREMENTS

24.1 Evidence of Coverage:

24.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

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

24.3 Insurance Coverage Requirements:

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

- 24.3.1.1 Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 24.3.2 Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 24.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 24.3.4 Professional Liability Insurance, (if required) for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

24.4 Other Insurance Requirements:

- 24.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 24.4.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be

accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

24.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

24.4.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

24.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to the Natividad Medical Center Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

25.0 RECORDS AND CONFIDENTIALITY

25.1 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 County of Monterey or prepared in connection with the performance of this AGREEMENT, unless County of Monterey specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County of Monterey 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.

- 25.2 County of Monterey Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to Natividad Medical Center any Natividad Medical Center records which CONTRACTOR used or received from Natividad Medical Center (County of Monterey) to perform services under this AGREEMENT.
- 25.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.
- 25.4 Access to and Audit of Records: Natividad Medical Center (Monterey County) 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 Natividad Medical Center (Monterey County) or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

26.0 NON-DISCRIMINATION

- 26.1 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.).
- 26.2 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.
- 26.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

27.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 27.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Natividad Medical Center or Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 27.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 27.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of Monterey County.
- 27.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

28.0 CONFLICT OF INTEREST

- 28.1 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.

29.0 COMPLIANCE WITH APPLICABLE LAWS

- 29.1 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.
- 29.2 CONTRACTOR shall report immediately to Natividad Medical Center's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in

the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 29.3 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.

30.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

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

31.0 TRAVEL & EXPENSE REIMBURSEMENT

- 31.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. All Travel and Expense Charges will be paid per the Monterey County Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

32.0 GUARANTEE OF MALWARE-FREE GOODS

- 32.1 All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

33.0 INTELLECTUAL PROPERTY RIGHTS

- 33.1 All data provided by Natividad Medical Center (County of Monterey) belongs to Natividad Medical Center (County of Monterey). All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written

reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of Natividad Medical Center (County of Monterey). Use or distribution of Natividad Medical Center (County of Monterey) data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from Natividad Medical Center (County of Monterey).

For systems hosted or stored on equipment not owned by Natividad Medical Center (County of Monterey), CONTRACTOR shall furnish all data to Natividad Medical Center (County of Monterey) upon request by Natividad Medical Center (County of Monterey) at any time during the term of this AGREEMENT in a useable format as specified by NMC and at no additional cost to Natividad Medical Center (County of Monterey).

Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

34.0 NOTICES

- 34.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of Natividad Medical Center (County of Monterey).

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 Natividad Medical Center's (County of Monterey's) contract 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
Sid Cato, Management Analyst/Contracts
1441 Constitution Blvd
Salinas, CA 93906
Tel. No.: (831) 783-2620
FAX No.: (831) 757-2592
catosl@natividad.com

TO CONTRACTOR:

Name _____
Address _____
Tel. No. _____
FAX No. _____
Email _____

35.0 LEGAL DISPUTES

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

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.

Natividad Medical Center Signature

CONTRACTOR Signature

Printed Name

Printed Name

Title

Title

Date

Date

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS AND SIGNATURE PAGE

ATTACHMENT A

ATTACHMENT A: General Firm Information and Staff Pricing:

Please prepare a general information summary about your firm which includes the following:
(This document should be prepared on separate 8 ½ X 11 sheets)

Firm Name, Address, Web Site URL:

Year Established: Enter the year the firm (or branch office, if appropriate) was established under the current name.

Ownership Type: Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

Point of Contact: Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

Former Firm Names: Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective. This information is used to review past performance on Federal contracts.

Employees by Discipline: Per the sample spreadsheet below, specify all staff members, their job titles, and their area of specialty, including licenses and/or certifications they may hold. Please also include a hourly rate for each staff member listed.

THIS CHART IS ONLY A SAMPLE. PLEASE USE TITLES AS THEY MAY APPLY TO YOUR COMPANY AND THIS RFP.	Hourly Rate
Position/Title	
Principal Owner /License and/or Certification if any	
Project Manager /License and/or Certification if any	
Designer /License and/or Certification if any	
Clerical	
Other (indicate) /License and/or Certification if any	
Other (indicate) /License and/or Certification if any	

Other (indicate) /License and/or Certification if any		
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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:

- 1) Name of case
- 2) Date filed
- 3) Court in which filed
- 4) Judgment or result

---End of ATTACHMENT A---

ATTACHMENT B

ATTACHMENT B: Project Experience

Please provide a short response to the company's ability to provide the following services (This document should be prepared on separate 8 ½ X 11 sheets).

1. Development of customized strategic marketing plans
2. Brand planning, development, and positioning including overall brand campaigns
3. Creative development of marketing collateral and support materials
4. Graphic design & coordination of production services for marketing collateral and support materials
5. Coordination of print services
6. Advertising services including creative, production, placement, and measurement
7. Website design, maintenance, and optimization including information architecture, content management, site design, metrics, and other expertise as needed
8. Social media services
9. Photography/Video
10. Event planning & support materials
11. Project management services

Hospital / Healthcare Organizational Experience

Please describe at least three (3) projects the company has completed which, at a minimum, includes the following information **(This document should be prepared on separate 8 ½ X 11 sheets).**

1. Project Name:
2. Brief Project Description:
3. Client Name:
4. Client Contact Info: Please include phone number and email address if possible as the County will conduct reference checks using this information.
5. Cost of Project: Please include total cost.
6. Additional Comments: (if relevant)

---End of ATTACHMENT B---

ATTACHMENT C

ATTACHMENT C: Monterey County Local Vendor Preference Policy Adopted August 29, 2012

1. General Requirements:

- 1.1. Monterey County desires whenever possible, to contract with qualified **local vendors** to provide goods and services to Monterey County.
- 1.2. Any vendor seeking to be recognized as local businesses for purposes of this local preference provision shall be required by the terms of the bid announcement to certify they meet the definition of local vendor set forth in this policy, and to register as a local vendor with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local vendors and allow the county to provide future notifications to its local vendors concerning other bidding opportunities.
- 1.3. Vendor Registration Link: Vendor Self Service (VSS)
<http://www.co.monterey.ca.us/admin/vendorinfo.htm>
- 1.4. In the procurement of goods or services in which price is the determining factor for award of the contract, a five percent (5%) preference shall be subtracted from a bid submitted by a responsive local vendor in determining the lowest responsive bidder. If application of the 5% results in a local vendor's bid being at or lower than the non-local vendor, the contract award shall be made to the local vendor at the local vendor's bid price.
- 1.5. Whenever a responsive local vendor and a responsive non-local vendor are found, upon the opening of bids, to have both submitted the lowest responsive bid, the local vendor shall be awarded the contract. This application shall apply to any contract awarded by the County, including professional services contracts.
- 1.6. Should more than one responsive local vendor bid match a responsive non-local vendor's lowest bid, or should there be no responsive local vendor's bids that match the lowest responsive bid, but two or more responsive non-local vendors submit bids for equal amounts, thus making both the lowest bidders, then the award of the contract shall be determined by a chance drawing, or similar tie-breaking method conducted by the Contracts/Purchasing Division and open to the public.
- 1.7. In the procurement of goods or services in which best value is the determining basis for award of the contract, ten percent (10%) of the total points awardable will be added to the local vendors score.
- 1.8. When a contract requires subcontractors or sub-consultants, the Contractor shall solicit proposals from qualified local vendors whenever possible. No contract awarded to a local vendor under this section shall be assigned or subcontracted in any manner that permits more than fifty percent (50%) or more of the dollar value of the contract to be performed by an entity that is not a local vendor.
- 1.9. Any vendor falsely claiming to be a local vendor as defined within this policy will be subject to disqualification from contracting with the County for a period of three (3) years.

- 1.10. Each solicitation for bids made by the county shall contain terms expressly describing the local vendor's preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.
- 1.11. Local preference shall not apply to the following categories of contracts:
- 1.12. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract; and Contracts for public works, or where precluded by state or federal law or regulation; and
- 1.13. Any bid announcement which specifically provides that the general local preference policies set forth in this policy are suspended due to; the unique nature of the goods or services sought, the existence of either a local emergency as determined by the County Board of Supervisors through the formation or execution of an emergency declaration and/or emergency purchases procured by the County Purchasing Agent and/or authorized delegated representative in accordance with the County's Emergency Purchases Ordinance 2.32.040 or where such suspension is, in the opinion of County Counsel, required by law.
- 1.14. Purchases or contracts made pursuant to a non-competitive award process, including but not limited to, contracts covered by the Little Brooks Act, Government Code, Title I Division 5, Chapter 10, Sections 4525-4529.5 for the procurement of professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of a Qualification-based selection (QBS) that:
 - 1.14.1 demonstrates competence and professional qualifications for the types of services required; and
 - 1.14.2 provides fair and reasonable prices to the public; and
 - 1.14.3 assures maximum participation of small business firms; and
 - 1.14.4 prohibits practices which might result in unlawful activity; and
 - 1.14.5 specifically prohibits agency employees from participating in a selection process when a conflict of interest may occur; and
 - 1.14.6 demonstrates that the project team will provide the specific expertise required by the solicitation.
- 1.15. Recognizing the importance of local knowledge and experience in timely, cost effective, project execution, as well as the County's desire to promote the use of small business enterprises as stated by the County's Small Local Business Outreach Program; selection criteria will address each of the above factors in addition to the relevant technical factors unless it is found the consultant's location is immaterial in its affect on the provisions of the services or supplies that are required by the solicitation. Said selection criteria will be routinely included in the solicitation package; staff is encouraged to include scoring criteria so that all respondents are aware of the importance that is assigned to each selection criterion. Such criteria will include, but is not limited to knowledge of local regulatory environment, local agencies having jurisdiction over the project, and construction industry; experience working on Monterey County projects; and demonstrated ability to rapidly respond to County's needs during project construction and warranty periods.
- 1.16. A Five (5%) percent preference will be applied to the scoring evaluation for a firm that qualifies as a "Local Vendor" as defined hereinafter.
- 1.17. Individual Delivery Orders placed on Master Agreements for "on-call" professional services that have already been awarded based on a QBS process may be awarded based on a "best value"

negotiation that considers qualifications and price in addition to other relevant factors including, but not limited to location and business size rather than a strict rotation process.

2. To qualify for local preference under this section, a local vendor must certify to the County that it:

- 2.1 Qualifies as a **“Local Vendor”** as defined within Section 1; and
- 2.2 Has not within the five (5) years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud; and
- 2.3 Is not currently subject to an unresolved citation or notice of violation of any County of Monterey Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement; and
- 2.4 Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within the Area as defined within Section L, except any such sums which are the subject of a current legal appeal; and
- 2.5 A Declaration of Local Business must be submitted and executed under penalty of perjury with any proposal for which a vendor is requesting a local preference. Such declaration shall be developed by the County Purchasing Agent and/or his/her delegated authority.

3. **Definitions:** For the purpose of this policy, the following terms have the meanings indicated:

- 3.1 **“Area”** shall mean Monterey County, San Benito County, and Santa Cruz County.
- 3.2 **“Best Value”** shall mean a selection process in which written proposals contain both price and qualitative components where the award is based upon an evaluation of a combination of price and qualitative considerations, such as between price and performance that provides the greatest overall benefit under the specified selection criteria as determined by the County.
- 3.3 **“Bid”** includes any competitive bid, whether formal or informal, that is awarded based on price.
- 3.4 **“Building”** as defined within Section 3.5 below, shall:
 - Have running water, restroom facilities and either: electrical services, gas service, or both; and
 - Have a telephone, or telephones, listed publicly in the Vendor’s name; and
 - Be staffed during business hours by an employee, or employees, employed by Vendor and conducting the local business of the Vendor. An independent contractor or a person employed as “temporary labor” shall not constitute an “employee” for purposes of compliance with this policy; and
 - Contain the current local business records of Vendor.
- 3.5 **“Local Vendor”** shall be defined as a:
 - 3.5.1 Vendor 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

- 3.5.2 Vendor 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
 - 3.5.3 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 qualifications for the County; and
 - 3.5.4 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
 - 3.5.5 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”
- 4. **“Production Capability”** shall mean sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the vendor’s ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a “Local Business”.
 - 5. **“Professional Services”** as defined by the Little Brooks Act, Government Code Title I, Division 5, Chapter 10, Section 4525-4529.5 is those professional services of private architectural, engineering, environmental, land surveying, or construction project management firms, where the selection and award for contract shall be based on demonstrated competence and on the professional qualifications required to satisfactorily perform the services required.
 - 6. **“Small Business”** as defined by Government Code section 14837(d)(1) means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees.
 - 7. **The following conditions shall apply to the Local Vendor Preference Program.**
Any Vendor claiming to be a local vendor as defined above shall so certify in writing that they meet all of the criteria listed above. County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a vendor meets the definition of “local vendor”.
 - 8. **Reporting and Record Keeping.**
No less than annually, County staff will report to the Board of Supervisors the total number and dollar amounts of contracts awarded and the dollar percentage of distribution between non-local and local vendors. When the contracts are presented to the Board of Supervisors for board approval, the board reports will include whether the vendor selected is local or non-local. A log of contracts awarded including the Vendor’s name, location and contract value will be posted on the County’s Contracts/Purchasing website and regularly updated.

---End of ATTACHMENT C---

SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
CONTRACTS OFFICE

RFP # **9600-47**
ISSUE DATE: Friday, April 12, 2013



RFP TITLE: Marketing and Graphic Design Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACT MANAGER BY
3:00 P.M., LOCAL TIME, ON:
MONDAY, MAY 20, 2013

MAILING ADDRESS:
NATIVIDAD MEDICAL CENTER
Si d Cato, Management Analyst/Contracts
1441 CONSTITUTION BLVD.
SALINAS, CA. 93906

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
Sid Cato, Management Analyst/Contracts
catosl@natividad.com
831.783-2620

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original, 2 copies and 1 electronic version):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

**This 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/PO Box: _____

City: _____

State: _____

ZIP: _____