



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

**REQUEST FOR QUALIFICATIONS # 9600-48**  
for  
**INTERIOR DESIGN SERVICES**  
at  
**Natividad Medical Center**  
Located at  
**1441 Constitution Blvd, Salinas, CA 93906**

**Qualifications Packages are due by  
3:00 P.M. local time (PST), on  
Friday, March 29, 2013**

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## **GENERAL REQUIREMENTS SECTION**

## 1.0 INTENT

The County of Monterey/Natividad Medical Center, herein after referred to as County, extends an invitation to professional Interior Design Firms, hereinafter known as CONSULTANT, to submit Request for Qualifications Packages for providing Interior Design Services at **Natividad Medical Center, located at 1441 Constitution Blvd, Salinas, CA., 93906**, as outlined in Section 5.0 Scope of Service herein.

## 2.0 BACKGROUND

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

NMC is a 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 Services.

## 3.0 CALENDAR OF EVENTS

- |     |                                     |                           |
|-----|-------------------------------------|---------------------------|
| 3.1 | Issue RFQ                           | Friday, March 8, 2013     |
| 3.2 | Deadline for Written Questions      | Wednesday, March 20, 2013 |
| 3.3 | Qualifications Submittal Deadline   | Friday, March 29, 2013    |
| 3.4 | Estimated Notification of Selection | Friday, April 26, 2013    |
| 3.5 | Estimated Agreement Date            | Monday, June 22, 2013     |

*This schedule is subject to change as necessary.*

- 3.6 **FUTURE ADDENDA**; CONSULTANTS who received notification of this RFQ by means other than through a Natividad Medical Center mailing, should contact the person designated in **Section 4.0 NMC POINTS OF CONTACT** to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addendums that may be issued prior to the Request for Qualifications Package submittal date. **IT IS THE CONSULTANT'S RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFQ** by either, informing NMC of its mailing information or by regularly checking the NMC web page at <http://www.natividad.com/about-us/vendors>. Addendums will be posted on the website the day they are released.

## 4.0 NMC POINTS OF CONTACT

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

**Sid Cato, Management Analyst/Contracts**

Natividad Medical Center

1441 Constitution Blvd

Salinas, CA 93906

(831) 783-2620 FAX: (831) 757-2592

Email: [catosl@natividad.com](mailto:catosl@natividad.com)

- 4.2 All questions regarding this RFQ shall be submitted in writing (email or FAX is acceptable). Questions will be researched and answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this RFQ is indicated in **Section 3.0 CALENDAR OF EVENTS**.
- 4.4 Late questions will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Interested CONTRACTOR(s) shall not contact County/NMC officers or employees with questions or suggestions regarding this Request for Qualifications without first contacting the persons listed above. **ANY UNAUTHORIZED CONTACT MAY BE CONSIDERED UNDUE PRESSURE AND CAUSE FOR DISQUALIFICATION OF THE CONTRACTOR.**

## 5.0 SCOPE OF SERVICE

**5.1 General Overview Project Scope:**

The interior design firm will work with NMC and possibly a variety of Architectural/Engineering Firms and General Contractors to exclusively provide, at the Hospital's discretion, Interior Design Services (interior finishes, furniture planning and specifications, systems furniture planning and specifications, art planning, and signage design) on an as needed basis for a period up to three years. The services will be provided in individual "Service Packages". Service packages are defined as a separate and distinct portion of services to be performed by the interior design firm. Each service package will define and outline the schedule, scope and cost, along with other specific details for each project on an individual basis.

**5.2 Interior Design Services**

- 5.2.1 Programming/ Space Planning
- 5.2.2 Determine goals and objectives, culture and brand requirements
- 5.2.3 Review space requirements for patients, personnel, and efficiencies
- 5.2.4 Determine image/ identity/ environmental quality goals

- 5.2.5 Work collaboratively with third party consultants (i.e. Natividad Medical Center's architects)
- 5.2.6 Create project schedule, including construction and interim moves if necessary

**5.3 Finish Selection/ Design**

- 5.3.1 Utilize existing established finish standards for Natividad Medical Center
- 5.3.2 Develop finish boards for each project with samples of materials to be used
- 5.3.3 Provide rendered floor pattern displays or actual tile patterns to be used

**5.4 Artwork Consultation**

**5.5 Signage Design**

- 5.5.1 Draw detailed sign drawings with details necessary for construction

**5.6 Custom Casework Design**

**5.7 Construction Documents - ability to produce the following:**

- 5.7.1 Demolition plans
- 5.7.2 Dimension floor plans
- 5.7.3 Reflected ceiling plans and schedules
- 5.7.4 Lighting plans and specifications
- 5.7.5 Interior elevations finish notes, section symbols and related production of details, sections, and specifications
- 5.7.6 Finish plans, schedules, and specifications
- 5.7.7 Sheets and schedules for casework and millwork

**5.8 Contract / Construction Administration**

- 5.8.1 Provide clarification to contractors
- 5.8.2 Provide periodic field observation to verify coordination between construction/ installation and documentation
- 5.8.3 Prepare punch list
- 5.8.4 Review and document product submittals
- 5.8.5 Review and approve contractor substitutions
- 5.8.6 Submit documentation of interior finishes, fixtures, and furniture to Natividad Medical Center upon completion of each project

**5.9 Furniture Services**

- 5.9.1 Space needs analysis/programming
- 5.9.2 Budgeting/planning
- 5.9.3 Inventory/ furniture assessments
- 5.9.4 Furniture Specification/Bid services
- 5.9.5 Furniture Standards-utilizing existing established furniture standards for Natividad Medical Center

**5.10 Minimum Requirements**

- 5.10.1 Must be a standalone interior design firm not affiliated with an architectural services firm.

## **5.11 Certifications**

- 5.11.1 AAHID (American Academy of Healthcare Interior Designers) Certified
- 5.11.2 Member of the United States Green Building Council (USGBC)
- 5.11.3 NCIDQ (National Council of Interior Design Qualification)
- 5.11.4 EDAC Certified (Evidence Based Design Accreditation and Certification)

## **5.12 Experience**

- 5.12.1 Minimum of five (5) years of hospital interior design work

## **5.13 Resources / Technology**

- 5.13.1 Revit 2012
- 5.13.2 Auto CAD 2012
- 5.13.3 Impression, Sketch Up, Photoshop, Illustrator
- 5.13.4 Master Plan Pro-Furniture Specification Software

## **5.14 Working Knowledge**

- 5.14.1 California Department of Public Health (CDPH) regulations/ Office of Statewide Health Planning and Development (OSHPD) requirements
- 5.14.2 The Joint Commission regulations
- 5.14.3 National Fire Protection Association (NFPA) regulations

# **6.0 CONTRACT TERM**

- 6.1 The initial term shall be for three (3) years, upon full execution of the AGREEMENT, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT.
- 6.2 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension in writing, including any changes in rate and/or terms and conditions.
- 6.3 The County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, with a thirty (30) day written notice, or immediately with cause based on performance measures set in final agreement.

# **7.0 SELECTION CRITERIA**

- 7.1 The selection of CONTRACTOR(s) and subsequent contract award(s) will be based on the criteria contained in the Request for Qualifications, as demonstrated in the submitted Request for Qualifications. CONTRACTORS should submit information sufficient for NMC to easily evaluate Qualifications with respect to the selection criteria. **THE ABSENCE OF REQUIRED INFORMATION MAY CAUSE THE QUALIFICATIONS TO BE DEEMED NON-RESPONSIVE AND MAY BE CAUSE FOR REJECTION.**

| <b><u>Proposal or Qualifications Package Layout;<br/>Organize and Number Sections as Follows:</u></b> |                                                                                        |
|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Section 1                                                                                             | COVER LETTER (INCLUDING CONTACT INFO)                                                  |
|                                                                                                       | SIGNATURE PAGE                                                                         |
|                                                                                                       | RECEIPT OF SIGNED ADDENDA (IF ANY)                                                     |
|                                                                                                       | TABLE OF CONTENTS                                                                      |
| Section 2                                                                                             | PRE-QUALIFICATIONS<br><b>(ATTACHMENT A – GENERAL FIRM INFORMATION)</b>                 |
| Section 3                                                                                             | PROJECT EXPERIENCE AND REFERENCES<br><b>(ATTACHMENT B – PROJECT EXPERIENCE)</b>        |
| Section 4                                                                                             | FEE SCHEDULE<br><b>(ATTACHMENT C) Must be submitted in a separate sealed envelope.</b> |
| Section 5                                                                                             | READINESS STATEMENT                                                                    |
| Section 6                                                                                             | EXCEPTIONS                                                                             |
| Section 7                                                                                             | APPENDIX (IF ANY)                                                                      |

7.2 The selection criteria include, but are not limited to, the following:

- 7.2.1. **General Information** - Per **ATTACHMENT A; GENERAL FIRM INFORMATION**; attached herein.
- 7.2.2. **Staff Qualifications** - Per **ATTACHMENT A; GENERAL FIRM INFORMATION**; please identify all key staff for potential projects highlighting their credentials and experience.
- 7.2.3. **Project Experience & References** - Per **ATTACHMENT B, PROJECT EXPERIENCE**; please provide a list of at least three (3) projects which your firm has completed within the last 5 years. Project information should include project description, agency or client name, year completed, and project construction and/or design cost(s). Emphasis should be placed on Healthcare, Hospital, Health Clinic's, and/or Governmental projects if possible.
- 7.2.4. **Methodology & Track Record** - Identify your organization's approach to design, project management, product delivery and percentage of projects completed on schedule.
- 7.2.5. **Readiness Statement** - Readiness and availability for project(s) as per **Section 5.0 Scope of Service** herein. Please respond to each item in Section 5.0.

### 7.3 **Section 1 Requirements:**

- 7.3.1. **Cover Letter:** All proposals must be accompanied by a cover letter that should provide GENERAL\_FIRM INFORMATION herein.
- 7.3.2. **Signed Signature Page and Signed Addenda:** (if any addenda were released for this solicitation) 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.

**7.4 Section 2, Pre-Qualifications Requirements:**

7.4.1 **Pre-Qualifications:** CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications as set forth in RFQ 9600-48 herein and complete ATTACHMENT A – GENERAL FIRM INFORMATION.

**7.5 Section 3, Project Experience & References:**

7.5.1 **Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

7.5.2 **Experience & References:** CONTRACTOR shall describe at least 5 similar projects for which it provided services similar to the scope of work described herein. Please complete ATTACHMENT B – PROJECT EXPERIENCE & REFERENCES.

7.5.3 **Violations:** CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency, during calendar year 2005 up to and including the present day.

**7.6 Section 4, Pricing:**

7.6.1 CONTRACTOR shall complete and submit pricing as per ATTACHMENT C – FEE SCHEDULE attached hereto.

**ATTACHMENT C – FEE SCHEDULE shall be submitted in a separate sealed envelope and will remain unopened until after a tentative AGREEMENT award has been announced.**

**7.7 Section 5, Readiness Statement:**

7.8.1 As per **Section 5.0: Scope of Service** herein. Please respond to each item in Section 5.0.

**7.8 Section 6, Exceptions:**

7.8.1 Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #” (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 the County to revise the terms of the RFP or AGREEMENT.

## 7.9 Section 7, Appendix:

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

## 8.0 PRICING AND NEGOTIATION

- 8.1 CONTRACTOR(s) must specify for how long prices are guaranteed and must specify both time frame and maximum percentage of any price increase to be implemented during the term of the this or any specific Interior Design Project Agreement.
- 8.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted per project as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this or any specific Interior Design Project AGREEMENT.
- 8.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this or any specific Interior Design Project AGREEMENT.

## 9.0 PREFERENCE FOR LOCAL CONTRACTORS

- 9.1 **General Requirements** - Each local CONTRACTOR providing goods, supplies or services funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in **ATTACHMENT D; Monterey County Local Vendor Preference Policy, Adopted August 29, 2012** attached herein.
- 9.2 **Rights of First Refusal** - Each local CONTRACTOR who participates in the original sealed Qualifications process and is within five percent of the lowest responsible proposal shall be provided the opportunity to reduce the local CONTRACTOR'S Proposal to the amount equal to the amount of the lowest responsible Proposal if the lowest responsible Proposal is submitted by other than a local CONTRACTOR. The opportunity to reduce Proposal amounts shall be provided first to the lowest eligible local CONTRACTOR and, if not accepted by such CONTRACTOR within five (5) business days of the opening of Proposals, then to each successive local eligible CONTRACTOR within five (5) percent of the lowest responsible CONTRACTOR in ascending order of the amount of Proposals.

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## **GENERAL PROVISIONS SECTION GP**

## **GP 1.0 CONTRACT AWARDS**

- GP 1.1** Multiple Award(s): The County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR(s) at the sole discretion of and benefit to the County.
- GP 1.2** The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- GP 1.3** Interview: The County reserves the right to interview selected CONTRACTOR(s) before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- GP 1.4** Incurred Costs: The County is not liable for any cost incurred by CONTRACTOR(s) in response to this Request for Qualifications..
- GP 1.5** Unsuccessful CONTRACTORS who have submitted a Qualifications Package will be notified of the final decision.
- GP 1.6** The award(s) resulting from this solicitation will be made to the CONTRACTOR(s) that submit(s) a response that, in the sole opinion of the County, best serves the overall interest of the County. Awards will not be based on cost.
- GP 1.7** Prices are to remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted according to the terms and conditions of the AGREEMENT. County does not guarantee a minimum or maximum dollar value for any Agreement or Agreements resulting from this solicitation.

## **GP 2.0 QUALIFICATIONS SUBMITTALS**

- GP 2.1** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Qualifications Package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- GP 2.2** Monterey County reserves the right to reject any and all Request for Qualifications, or part of any Request for Qualifications, to postpone the scheduled Request for Qualifications deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly effect or alter the substance of an otherwise responsible Request for Qualifications and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- GP 2.3** Qualifications Packages must be received BEFORE the time and date specified, at the location and to the person specified on the signature page.

- GP 2.4** ALL QUALIFICATIONS PACKAGES MUST BE SUBMITTED IN A SEALED ENVELOPE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER OF THE ENVELOPE, **THE CONTRACTOR'S NAME AND ADDRESS, RFQ # 9600-48; Interior Design for NMC, AND THE NAME OF THE PERSON SPECIFIED ON THE SIGNATURE PAGE.**
- GP 2.5** It is the sole responsibility of the CONTRACTOR to ensure that the Qualifications Package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Qualifications Packages received after the deadline shall be rejected and returned unopened.
- GP 2.6** Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with **"EXCEPTION TO MONTEREY COUNTY REQUEST FOR QUALIFICATIONS # 9600-48 Interior Design for NMC"**.
- GP 2.7** Each EXCEPTION shall include the page number, section number, and referenced item number as appropriate.

### **GP 3.0 QUALIFICATIONS FORMAT AND CONTENT**

- GP 3.1** Any page of the CONTRACTOR'S response package that is deemed to be a trade secret by the CONTRACTOR shall be clearly marked **"PROPRIETARY INFORMATION"** at the top of the page in at least one-half inch (1/2") size letters.
- GP 3.2** To be considered "responsive," submitted Qualifications Packages should adhere to the following guidelines:
- GP 3.2.1 Qualifications Packets should be prepared on 8-1/2" x 11" paper and bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
  - GP 3.2.2 Reproductions of the Monterey County Seal should not be used in any documents submitted in response to this solicitation.
  - GP 3.2.3 Indicate the name and title of the CONTRACTOR'S primary contact person. Also, include their mailing address, telephone number, FAX number, email address and web site URL, if any.
  - GP 3.2.4 A copy of any agreement proposed by the CONTRACTOR(s) as part of their response to this solicitation **MUST** be submitted along with their Qualifications Package. These agreements will be considered as part of the bid package prior to an award selection being made. THE INCLUSION OF A PROPOSED AGREEMENT DOES NOT GUARANTEE ACCEPTANCE OF THAT AGREEMENT BY THE COUNTY. Therefore, CONTRACTOR'S Qualifications should specify what, if any, terms of their Qualifications would be different if the County does not accept the proposed agreement, in whole or in part. **CONTRACTOR agreements will not be considered if submitted**

**after the Deadline for Request for Qualifications # 9600-48. (Refer to Section GP 5.0 AGREEMENT TO TERMS AND CONDITIONS.)**

GP 3.2.5 Submit complete documentation as listed in **Section 7.0 SELECTION CRITERIA.**

GP 3.2.6 To validate your Qualifications, **submit a completed and signed SIGNATURE PAGE with your Qualifications Package.** Qualifications Packages submitted without this page will be deemed non-responsive. Qualifications Packages signatures must be manual and in ink. All prices and notations must be typed or written in ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the Qualifications.

**GP 3.3** Submit one (1) single-sided original of CONTRACTOR'S Request for Qualifications and two (2) single-sided copies of the Qualifications Package, with one (1) clearly marked "Original" (A total of three Qualifications Packages). In addition, submit one (1) electronic version of the Qualifications Package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.

#### **GP 4.0 PROPOSAL STANDARD INSTRUCTIONS AND CONDITIONS**

**GP 4.1** For specific interior design project agreements resulting from this Request for Qualifications: CONTRACTOR will provide pricing for items separately. Pricing shall be quoted in unit(s) specified. If total extended price differs from unit price, the unit price shall prevail.

**GP 4.2** For specific interior design project agreements resulting from this Request for Qualifications: brand names and numbers when cited are informational unless stipulated otherwise. Proposals for equal items will be considered, provided the Proposal clearly describes the article offered and its proposed equal in quality, utility and/or performance. Proposals not indicating otherwise will be considered to be for the exact item specified.

**GP 4.3** For specific interior design project agreements resulting from this Request for Qualifications: Delivery time shall be a part of the consideration of Qualifications submissions. Specify delivery time in days after receipt of order (ARO).

**GP 4.4** For specific interior design project agreements resulting from this Request for Qualifications: 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.

**GP 4.5** ACCEPTANCE TIME: For specific interior design project agreements resulting from this Request for Qualifications: Proposals are subject to acceptance at any time within 90 days after opening.

**GP 4.6** TAXES: Do not include sales or use tax in Qualifications Pricing. The County shall pay such applicable taxes. Do not include Federal Excise Tax. The County is registered with

the Internal Revenue Service, San Francisco office; registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

- GP 4.7** CAL-OSHA: For specific interior design project agreements resulting from this Request for Qualifications: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- GP 4.8** HAZARDOUS MATERIALS: Transportation of any hazardous materials to the County of Monterey shall be done so in conformance with SARA Title 3 as amended. Appropriate documentation shall be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that the County of Monterey shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. The County of Monterey shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. The County of Monterey does not take the responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage prior to delivery and acceptance by the County.
- GP 4.9** WARRANTY: The Proposer shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period.
- GP 4.10** Any discount offered by the CONTRACTOR(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of Proposals, will a discount be considered that requires payment in less than 30 days.

## **GP 5.0 AGREEMENT TO TERMS AND CONDITIONS**

- GP 5.1** CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service or specific interior design project. The agreement will be written by the County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT**” and “**GENERAL PROVISIONS**” (Sections 6.0 through 17.0) enclosed herewith. Submission of a signed Request for Qualifications and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of the **GENERAL PROVISIONS** and of the **SAMPLE AGREEMENT**. The County may consider including language from the CONTRACTOR’S proposed agreement if submitted following the procedures identified in **Section GP 3.0 QUALIFICATIONS FORMAT AND CONTENT**.

## **GP 6.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

- GP 6.1** In the case of default by the CONTRACTOR, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONTRACTOR or by proceeding against a performance bond of the CONTRACTOR, if any, or by suit against the CONTRACTOR. The prices paid by the County 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 the CONTRACTOR.

## **GP 7.0 INDEMNIFICATION**

- GP 7.1** Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused solely by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## **GP 8.0 INSURANCE**

### **GP 8.1 Evidence of Coverage:**

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

This verification of coverage shall be sent to NMC'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 such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### **GP 8.2 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 the County's Purchasing Manager.

**GP 8.3 Insurance Coverage Requirements:** Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

GP 8.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, 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.

GP 8.3.2 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 \$500,000 per occurrence.

GP 8.3.3 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.

GP 8.3.4 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, the 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.

**GP 8.4 Other Insurance 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.

- GP 8.5** 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.
- GP 8.6** Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.
- GP 8.7** Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the NMC's contract administrator and NMC's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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.
- GP 8.8** CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to NMC's Contract Administrator and NMC's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County or NMC 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 or NMC, at its sole discretion, to terminate this Agreement immediately.

## **GP 9.0 INVOICES**

- GP 9.1** CONTRACTOR shall reference the AGREEMENT number and solicitation number on all invoices submitted to the NMC. CONTRACTOR shall submit such invoice 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. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## **GP 10.0 RIGHTS TO PERTINENT MATERIALS**

- GP 10.1** 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 the County when received by the County or NMC, and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

## **GP 11.0 CONTRACT AUDITS**

- GP 11.1** CONTRACTOR agrees that Monterey County or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

## **GP 12.0 NON-DISCRIMINATION**

- GP 12.1** During the performance of this contract, the 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. The CONTRACTOR(s) shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The 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.*).
- GP 12.2** The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, *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.

- GP 12.3** The successful CONTRACTOR(s) shall include the non-discrimination and compliance provisions of the clause in all Agreements with subcontractors to perform work under the contract.

### **GP 13.0 INDEPENDENT CONTRACTOR**

- GP 13.1** The CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of the 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. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- GP 13.2** Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

### **GP 14.0 CONFLICT OF INTEREST**

- GP 14.1** The CONTRACTOR covenants that the 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 the Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR'S services under the Agreement.

### **GP 15.0 COLLUSION**

- GP 15.1** 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.

### **GP 16.0 RIGHTS TO PERTINENT MATERIALS**

- GP 16.1** 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.

## 17.0 PIGGYBACK CLAUSE

**GP 17.1** 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**

## **SAMPLE AGREEMENT**

This AGREEMENT is made and entered into by and between Natividad Medical Center, County of Monterey, a political subdivision of the State of California, hereinafter referred to as “NMC”, and \_\_\_\_\_, hereinafter referred to as “CONTRACTOR.”

## **RECITALS**

WHEREAS, NMC has invited Qualifications through the Request for Qualifications (RFQ # 9600-48) for INTERIOR DESIGN SERVICES AT NATIVIDAD MEDICAL CENTER in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible Qualifications 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:

## **PERFORMANCE OF THE AGREEMENT**

After consideration and evaluation of the Contractor’s Qualifications, NMC hereby engages the CONTRACTOR to provide the services set forth in RFQ # 9600-48 and in this Agreement on the terms and conditions contained herein and in RFQ # 9600-48. The intent of this Agreement is to summarize the contractual obligations of the parties. The component parts of this Agreement include the following:

Contractor’s Qualifications dated \_\_\_\_\_, including all attachments and exhibits, to RFQ # 9600-48 Agreement

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, General Requirements and General Provisions, Contractor’s Qualifications with all attachments and exhibits.

RFQ # 9600-48

EXHIBIT A, Project Scope of Service / Payment Provisions

Certificate of Insurance

Additional Insured Endorsements

## **1.0 SCOPE OF SERVICE**

**Please see General Requirements Section 5.0**

## **2.0 TERM OF AGREEMENT**

- 2.1 The initial term shall be for three (3) years, upon full execution of the AGREEMENT, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT.
- 2.2 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 2.3 The County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or with cause immediately.

## **3.0 COMPENSATION AND PAYMENTS**

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A, Project Scope of Service / Payment Provisions.
- 3.2 NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Invoice amounts shall be billed directly to the ordering department.
- 3.4 CONTRACTOR shall reference the AGREEMENT number and RFQ # 9600-48 on all invoices submitted to NMC. CONTRACTOR shall submit such invoice 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. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## **4.0 NOTICES**

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer;

1. 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;
2. 24 hours after the notice is transmitted by FAX machine or email to the other party, at the party's FAX number or email address specified pursuant to this AGREEMENT, provided that the party giving notice by FAX or email must promptly confirm receipt of the FAX or email by telephone to the receiving party's office; or,
3. 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:

**FOR THE COUNTY:**

Sid Cato  
Contracts Manager  
Natividad Medical Center  
[catosl@natividad.com](mailto:catosl@natividad.com)  
1441 Constitution Blvd.  
Salinas, CA. 93906

**FOR THE CONTRACTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

**QUALIFICATIONS PACKAGE SECTION**

SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER  
(COUNTY OF MONTEREY)  
CONTRACTS OFFICE



INTERIOR DESIGN SERVICES  
Natividad Medical Center  
1441 Constitution Blvd, Salinas, CA 93906



RFQ # 9600-48  
DATED FRIDAY, MARCH 8, 2013

MAILING ADDRESS  
NATIVIDAD MEDICAL CENTER  
CONTRACTS MANAGER  
1441 CONSTITUTION BLVD  
SALINAS. CA. 93906

PROPOSALS ARE DUE IN THE OFFICE OF THE  
CONTRACT MANAGER BY  
3:00 P.M., LOCAL TIME, ON  
FRIDAY, MARCH 29, 2013

QUESTIONS SHOULD BE DIRECTED TO  
Sid Cato, Management Analyst/Contracts  
[catosl@natividad.com](mailto:catosl@natividad.com)  
831.783.2620

CONTRACTOR MUST INCLUDE THE FOLLOWING QUALIFICATIONS PACKAGES (1Original, 2 Copies, 1 Electronic)  
ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.2 HEREIN.

This Signature Page must be included with your Qualifications Packages in order to validate your Request for Qualifications  
QUALIFICATIONS PACKAGES SUBMITTED WITHOUT THIS PAGE WILL BE DEEMED NON-RESPONSIVE.

☐ CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS REQUEST FOR QUALIFICATIONS

**CONTRACTORS 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: \_\_\_\_\_

EMAIL: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

## ATTACHMENT A

### **ATTACHMENT A: General Firm Information**

Please prepare (can be prepared on separate 8 ½ X 11 sheets) a general information summary about your firm which, at a minimum, includes the following:

**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:** Specify all staff members, their job titles, and their area of specialty, including licenses and/or certifications they may hold.

**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 describe at least 3 projects your firm completed which, at a minimum, includes the following information (can be prepared on separate 8 ½ X 11 sheets).

**Project Name:**

**Brief Project Description:**

**Client Name:**

**Client Contact Info:**

Please include phone number and email address if possible as the County will conduct reference checks using this information.

**Size of Project:**

Please include square footage and total cost.

**Name and email of General Contractor on Project:**

**Specify the Specialty Area:**

Specify which of the following specialty areas this project falls under: Commercial, Office, Warehouse/Storage, I.T., Maintenance, Criminal Justice, or other (specify which).

**Additional Comments:** (if relevant)

*---End of ATTACHMENT B---*

## ATTACHMENT C

### **ATTACHMENT C: Fee Schedule**

**MUST BE INCLUDED IN A SEPARATE SEALED ENVELOPE TO BE OPENED ONLY AFTER A FINAL CONTRACTOR(S) AWARD(S) HAS BEEN DETERMINED BY THE NMC SELECTION COMMITTEE. *Failure to comply with this requirement shall be grounds for rejection based on non-compliance.***

The undersigned, having read and understood all qualifications information, hereby submits fees for RFQ #9600-48 (can be prepared on separate 8 ½ X 11 sheets).

| Position/Title   | Hourly Rate<br>(Indicate changes per year if any) |         |
|------------------|---------------------------------------------------|---------|
|                  | 2012/13                                           | 2013/14 |
| Principal/Owner  |                                                   |         |
| Project Manager  |                                                   |         |
| Designer         |                                                   |         |
| Clerical         |                                                   |         |
| Other (indicate) |                                                   |         |
| Other (indicate) |                                                   |         |
| Other (indicate) |                                                   |         |

| Reimbursable Items to be Billed<br>(County shall reimburse for any approved travel and expenses as per the Monterey County Travel Policy only)<br>(Please list) | Estimated Cost Bill<br>(Note, indicated markup, if any, shall not exceed 10%) |                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------|
|                                                                                                                                                                 | Total Cost                                                                    | % of Markup calculated |
|                                                                                                                                                                 |                                                                               |                        |
|                                                                                                                                                                 |                                                                               |                        |
|                                                                                                                                                                 |                                                                               |                        |
|                                                                                                                                                                 |                                                                               |                        |

---End of ATTACHMENT C---

## ATTACHMENT D

### ATTACHMENT D: 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
  - 1.13. Contracts for public works, or where precluded by state or federal law or regulation; and
  - 1.14. 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.
  - 1.15. 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:
    - 1.16. demonstrates competence and professional qualifications for the types of services required; and
    - 1.17. provides fair and reasonable prices to the public; and
    - 1.18. assures maximum participation of small business firms; and
    - 1.19. prohibits practices which might result in unlawful activity; and
    - 1.20. specifically prohibits agency employees from participating in a selection process when a conflict of interest may occur; and
    - 1.21. demonstrates that the project team will provide the specific expertise required by the solicitation
  - 1.22. 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.
  - 1.23. A Five (5%) percent preference will be applied to the scoring evaluation for a firm that qualifies as a “Local Vendor” as defined hereinafter.
  - 1.24. 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:
  - 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
  - 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
  - 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

- 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
  - 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 D---