



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

**REQUEST FOR PROPOSALS  
# 9600-90  
For  
LANDSCAPING SERVICES  
At Natividad Medical Center**

**Proposals are due by 3:00 pm (PST) on Friday, November 22, 2024**

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## SOLICITATION DETAILS SECTION

### 1.0 INTENT

- 1.1 The County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as “NMC”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide weekly landscaping and maintenance services including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems at NMC including Building 151, Building 400 located at 1441 Constitution Blvd., Salinas, CA 93906, and Natividad Medical Group – Prunedale Clinic located at 17615 Moro Rd, Salinas, CA 93907 (“Prunedale Clinic”).
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time [**OR for Master Agreements:** after one year from the signing of the AGREEMENT].

### 2.0 BACKGROUND

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

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

2.3 The Prunedale Clinic provides nearby, accessible family medicine services to the North Monterey County community, as well as access to NMC and its full array of services and specialists.

2.3 In Fiscal Year 2023, NMC served the following number of patients:

Admissions: 11,131  
Births: 2,333  
Emergency Visits: 59,510  
Outpatient Visits: 72,839  
Surgeries: 4,477

### 3.0 REQUIRED QUALIFICATIONS

- 3.1 Only those CONTRACTORS who are able to meet the qualifications below shall be considered during this solicitation.
- 3.1.1 Licensing Requirements:** CONTRACTOR is required to possess a valid California Class A Contractor’s License with the proper sub-classifications as required for the tasks being performed (mechanical, electrical, etc.). This license is to remain valid throughout the term of the AGREEMENT.

### 4.0 CALENDAR OF EVENTS

- |     |  |   |
|-----|--|---|
| 4.1 | Issue RFP                                | Friday, October 18, 2024                  |
| 4.2 | Mandatory Pre-Proposal Meeting/Site Tour | 10:00 a.m., PST, Friday, November 1, 2024 |
| 4.3 | Deadline for Written Questions           | 3:00 p.m., PST, Friday, November 15, 2024 |
| 4.4 | <b>Proposal Submittal Deadline</b>       | 3:00 p.m., PTS Friday, November 22, 2024  |
| 4.5 | Estimated Notification of Selection      | December, 2024                            |
| 4.6 | Estimated AGREEMENT Date                 | February, 2025                            |

*This schedule is subject to change as necessary.*

- 4.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a Natividad Medical Center mailing, shall contact the person designated in the NATIVIDAD POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS’ SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing Natividad Medical Center of their mailing information or by regularly checking the NMC website at [www.natividad.com](http://www.natividad.com) (Vendors tab). Addenda will be posted on the website the day they are released.
- 4.8 **A MANDATORY PRE-PROPOSAL MEETING:** Pre-proposal meeting will be held on Friday, November 1, 2024 at 10:00 a.m. at Natividad Medical Center’s Main Lobby. Those interested in submitting a proposal are required to attend this meeting. The purpose of this meeting is to answer questions and tour the premises. No presentations are required or permitted at this meeting/tour. Please indicate your intent to attend this meeting by sending a response to NMC’s Primary Contact person designated in the section below.

## 5.0 NATIVIDAD POINTS OF CONTACT

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

Primary NMC Contact for this solicitation:

**Freddy Vigilmartinez, NMC Contracts Division**

Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

E-MAIL: vigilmartinezf@natividad.com

- 5.2 All questions regarding this solicitation shall be submitted in writing (E-mail 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.
- 5.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 5.4 Only answers to questions communicated by formal written addenda will be binding.
- 5.5 Prospective CONTRACTORS shall not contact Natividad Medical Center or County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

## 6.0 SCOPE OF WORK

- 6.1 The SCOPE OF WORK includes, but is not limited to the following:
- 6.2 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 75 percent (75%) 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 AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 6.3 In Compliance with the County's approved Climate-Friendly Purchasing Policy (policy is located online at <http://www.co.monterey.ca.us/government/departments-administrative-office/contracts-purchasing/procurement-related-policies>). Contractor shall be required to provide at a minimum the following:

6.3.1 All work shall be done as requested by NMC's Engineering department.

6.3.2.1 CONTRACTOR agrees to conduct a thorough inspection of the grounds and evaluate the conditions of the landscaping project.

CONTRACTOR agrees to furnish all supervision, personnel, labor, material, and equipment necessary to accomplish the requested landscaping service.

6.3.2.3 CONTRACTOR supervision shall be immediately available, via telephone, when CONTRACTOR employees are working on.

6.3.2.4 If CONTRACTOR is an individual, CONTRACTOR is required to have at minimum three (3) years of experience/knowledge of tree pruning and removal techniques, related tools and materials. If CONTRACTOR is a business, CONTRACTOR must have been in business in its present form and performing work in the field of Tree Pruning and Removal, for a minimum of three (3) years.

6.3.2.5 CONTRACTOR's employees must pass a County background clearance, at the CONTRACTOR's expense to work in both restricted and highly secured areas.

6.3.2.6 All Contractor-supplied equipment shall be in good working order. Any damaged equipment or equipment in need of repair shall be removed from the worksite immediately.

6.3.2 CONTRACTOR shall provide emergency on-call landscaping services twenty-four hours per day, seven days per week (24/7). In the event of an emergency CONTRACTOR shall notify NMC's Engineering department within one (1) hour of initial contact during regular working hours and two (2) hours of initial contact outside of regular working hours (7:30am – 3:30pm) whether CONTRACTOR is able to provide emergency requested services.

6.4 CONTRACTOR shall adhere to appropriate safety precautions and requirements needed when providing NMC with high quality lawn maintenance services including but not limited to:

#### 6.4.1 Ground and Landscaping Maintenance

- Lawn mowing, edging, and raking. Landscape maintenance includes cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles guy wires, irrigation and utility boxes, and any other object within immediately adjacent to lawn areas.
- Aeration of turf areas. Aeration plugs shall be properly destroyed so they do not pose a safety issue or interference with use of facilities.
- Weed control in all lawn areas, ground cover, plant beds, fence line, curbs, sidewalks, and driveways.
- Pruning of all shrubs and plant material to promote flowering and growth according to accepted and best landscape maintenance practices.
- Prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, improper planning, or problems with irrigation.

#### 6.4.2 Disease and Pest Control Maintenance

- Turf shall be maintained to keep it disease and pest free.
- Fertilizing and seeding of lawns, shrubs, and groundcover as needed.
- Regular spot spray application of herbicides and plant protection pesticides as well as spot treatment with snail bait; application to be performed by a registered technician in accordance with the DPR (California Department of Pesticide Regulation) Title 3. Vendor is required to follow all rules and regulations pertaining to pesticides given and provided by the DPR. Code of Regulations under DPR Title 3 can be found on the following by visiting the following web link:  
[https://www.cdpr.ca.gov/docs/legbills/calcode/chapter\\_.htm](https://www.cdpr.ca.gov/docs/legbills/calcode/chapter_.htm).

#### 6.4.3 Irrigation Maintenance

- Irrigation maintenance/monitoring including seasonal adjustments made to irrigation controller.
- Check and inspect drip irrigation system; CONTRACTOR to notify NMC Engineering department of any symptoms of inadequate or excessive irrigation, evidence of damaged lines and emitters, drainage problems, erosion, etc.
- Regularly flush and test systems to ensure all are working properly.

#### 6.4.4 Inclusions

- Removal of normal debris such as horticultural debris, litter, and all vegetative waste generated by CONTRACTOR or found in landscaped beds, right of ways adjacent to property, on sidewalks, drains, and in parking lot areas at time of service.
  - Clean up of site including removal of all clippings and debris generated by CONTRACTOR activities.
- 6.5 CONTRACTOR agrees to provide advanced notice to NMC's authorized representatives of any large-scale pesticide application.
- 6.6 CONTRACTOR is responsible to replace, at CONTRACTOR's expense, any dead, stunted, or damaged plants that are a result of CONTRACTOR's negligence within ten (10) days of discovery. Replacement plants must be of like size and species.
- 6.7 CONTRACTOR shall not impede County business, create a nuisance, or endanger County employees and/or the public during work assignment. Access to driveways shall always be maintained.
- 6.8 CONTRACTOR shall perform weekly landscape maintenance service of common/open areas including power blowing, and basic liter pick-up.
- 6.9 CONTRACTOR shall perform a comprehensive evaluation of the irrigation system semi-annually.
- 6.10 CONTRACTOR shall schedule work to assure that horticultural tasks are performed at the proper time of year.

## **7.0 CONTRACT TERM**

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



## 8.0 PROPOSAL PACKAGE REQUIREMENTS

### 8.1 CONTENT AND LAYOUT:

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

<b>Proposal Package Layout: Organize and Number Sections as Follows:</b>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RECEIPT OF SIGNED ADDENDA(S) (IF ANY)
	RFP SIGNATURE PAGE
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (EXHIBIT A)
Section 7	EXCEPTIONS
Section 8	APPENDIX

#### Section 1 Requirements:

- a. **Cover Letter:** All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide Contact information and organizational information as follows:
  - i. **Contact Info:** The name, address, telephone number, and fax number of your primary contact person during the solicitation process through to potential contract award.
  - ii. **Organizational Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.
- b. **Signed RFP Signature Page and Signed Addenda** (this is applicable only if any addenda were released for this solicitation). Proposals submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

**c. Table of Contents**

**Section 2, Pre-Qualifications/Licensing Requirements necessary to fulfill the “Scope of Work” Section 5:**

**Pre-Qualifications/Licensing:** CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth in Section 2.0 herein.

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

**Ability to Perform:** Provide a description of the services provided by your organization, and a statement of the experience and history providing the services described in Section 6 Scope of Work herein this RFP. Describe your proposed approach for meeting these services. Identify sub-consultants, if any, you propose to use to provide the services.

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

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

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

**Section 4, Technical Aspects:**

Also include:

- Descriptions and/or diagrams;
- Proposed Project Timeline for all deliverables

**Section 5, Environmentally Friendly Practices:**

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

Indicate whether or not your organization is a ‘Green Certified’ Business, state which governing authority administered the certification, and provide a copy of the certificate if possible.

**Section 6, Pricing & Warranty:**

Complete and submit pricing as per EXHIBIT A – PRICING SHEET attached hereto.

Costs that are subject to sales tax should be identified as taxable. All applicable CA sales tax shall be included as a separate line item.

Warranty: Specify the warranty period for the materials and guarantee the workmanship of all items proposed. Specify if an extended warranty is available and submit the extended warranty term period and associated cost.

Prevailing Wages. Pursuant to California Labor Code section 1720, et seq., CONTRACTOR and any and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR).

**Section 7, Exceptions:**

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO NATIVIDAD MEDICAL CENTER RFP #9600-90, SECTION X.X”; each Exception shall reference the RFP section number, and briefly explain the reason for taking Exception as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate Natividad Medical Center to revise the terms of the RFP or AGREEMENT.

**Section 8, Appendix:**

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

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***Additional Sections to consider including:***

**Financial Stability Section:**

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

- 8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposals shall adhere to the following:
- 8.2.1 Four (4) sets of the proposal package (one proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and should reference “**RFP#9600-90 Landscaping Services.**”  
Additional copies may be requested by NMC at its discretion.
- 8.2.2 Proposals shall be prepared on 8-1/2” x 11” paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 8.2.3 Reproductions of the Monterey County Seal or Natividad Medical Center Logo shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal, **submit the RFP SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the RFP Signature Page may be inserted into the remaining three (3) proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

## 9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL BOXES AND/OR ENVELOPES MAILED OR DELIVERED CONTAINING PROPOSALS MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: THE SOLICITATION NUMBER RFP #9600-90 and CONTRACTOR’S COMPANY NAME.
- 9.2 **Mailing Address:** Proposals shall be mailed to NMC at the mailing address indicated on the **RFP Signature Page** of this solicitation.

- 9.3 **Notification of Submittal:** For Qualifications Packages sent by mail or delivery service, firms are to provide the routing or tracking number to the Point of Contact stated in the RFQ in Section 5.1 via email as notification of submittal. This helps ensure that Natividad is aware of your submittal in the event it is accidentally delivered to a different hospital or county department. Qualifications Packages that are delivered whereby there is no routing or tracking number should be delivered **ONLY** with a sign-off from the person receiving the package that includes the signature, the printed name and the phone number of the receiving person. That information should also be forwarded via email to the Point of Contact stated in Section 5.1 of this RFQ.
- 9.4 **Due Date:** Proposals must be received by NMC **ON OR BEFORE** the time and date specified, at the location and to the person specified on the **RFP Signature Page** of this solicitation. It is the sole responsibility of the **CONTRACTOR** to ensure that its proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be deemed non-responsive and rejected.
- 9.5 **Shipping Costs:** Unless stated otherwise, the F.O.B. for tangible receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.6 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. NMC reserves the right to reject any and all proposals, or part of any proposal, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a **CONTRACTOR'S** ability to perform the work adequately as specified.
- 9.7 **Ownership:** All submittals in response to this solicitation become the property of the Natividad Medical Center (County of Monterey). If a **CONTRACTOR** does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.8 **Compliance:** Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 9.9 **CAL-OSHA:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

## 10.0 SELECTION CRITERIA

- 10.1 The selection of **CONTRACTOR** and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. **CONTRACTOR** should submit information sufficient for NMC to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.

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

<b>Criteria:</b>	<b>Weighted Score</b>
Technical Expertise	5%
Professional Qualifications	5%
Demonstrated ability to meet the Natividad Medical Center's required landscaping needs in an efficient and cost-effective manner	25%
Demonstrated quality assurance skills as relevant to NMC's landscaping needs as defined herein	25%
Demonstrated Experience and References	15%
Cost Proposal	20%
Climate Friendly Business Practices	5%
<b>TOTAL</b>	<b>100%</b>

10.3 AGREEMENT award(s) will not be based on cost alone.

10.4 NMC reserves the right to act as its own reference if the proposer has provided services to NMC previously.

## **11.0 PREFERENCE FOR LOCAL CONTRACTORS**

11.1 Local Preference Policy: The COUNTY desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the COUNTY. As per the Local Preference Policy (posted online at <http://www.natividad.com/about-us/vendors>) this solicitation utilizes a "best value" method of selection as opposed to a cost based selection only, therefore a *ten percent (10%) preference* will be applied to the scoring evaluation for an organization which qualifies as a Local Vendor. Local Vendor is defined as:

11.1.1 Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey County, Santa Cruz County, or San Benito County (the "Area"). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties; and

11.1.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business must be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area; and

11.1.3 Vendor's business must have been in existence, in Vendor's name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for proposals for the County; and

- 11.1.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and
- 11.1.5 If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor's local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.
- 11.2 An organization which believes it meets the definition of a Local Vendor is advised to read the entire policy (link to policy posted in Section 10.1 above) AND for purposes of this procurement must register as a local vendor with the County via the Vendor Registration: <http://www.co.monterey.ca.us/admin/vendorinfo.htm>. **Firms should submit the *Local Business Declaration Form* with their proposal (RFQ Attachment I – Local Business Declaration Form) attached hereto this solicitation.**

## 12.0 CONTRACT AWARDS

- 11.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS, resulting from this solicitation.
- 11.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 11.3 Interview: County 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: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: All CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 11.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

## 13.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 NMC will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal and is deemed the most qualified in the sole opinion of NMC, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either NMC or CONTRACTOR, NMC may pursue contract negotiations with the entity that submitted a Proposal which NMC

deems to be the next best qualified to provide the services, or NMC may issue a new solicitation or take any other action which it deems to be in its best interest.

#### 14.0 AGREEMENT TO TERMS AND CONDITIONS

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

#### 15.0 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.

#### 16.0 CONFIDENTIAL/PROPRIETARY/TRADE SECRET CONTENT

- 15.1 **Confidential, Proprietary, or Trade Secret Information: Proposals submitted in response to this RFQ are not to be marked, in whole or in part, as confidential or proprietary and must not constitute or contain information that is confidential, proprietary, or trade secret, or subject to any other claim that it is not subject to public disclosure under applicable law.** The County may refuse to consider any Proposal or Qualifications Package so marked. Proposals or Qualifications Package s submitted in response to this RFP will become subject to public disclosure per the requirements of applicable law, including but not limited to the California Public Records Act, Government Code Section 6250 *et seq.*, and the Ralph M. Brown Act, Government Code Section 54950 *et seq.* Please be advised that all information and documents submitted to County by CONTRACTOR /CONSULTANTS shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to CONTRACTOR /CONSULTANTS, whether pursuant to a request for disclosure or otherwise, including but not limited to disclosure in the course of County’s normal procedures to post on the internet or otherwise make available to the general public documents of interest to the public. All interested CONTRACTOR /CONSULTANTS are advised to consider, when deciding what information to include in their submitted



Qualifications Package, that such inclusion will result in the information becoming a fully disclosable public record. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFP or any Qualifications Package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONTRACTOR/CONSULTANT is agreeing to the County's release of such information and documents under the Public Records Act or the Brown Act, without further notice to the CONTRACTOR /CONSULTANTS CONTRACTOR /CONSULTANTS CONSULTANT, and is agreeing to release, indemnify, and hold harmless the County from any harm that may result to the Proposer or any third party for release of such information and documents. This release and promise to defend and indemnify is given regardless of whether any exemption from disclosure may be available or might have been claimed under applicable law, and CONTRACTOR's /CONSULTANT's responding to this RFP acknowledge that the decision whether to assert any such exemption will be made in the COUNTY'S sole discretion. Submission by an interested CONTRACTOR /CONSULTANTS CONSULTANT constitutes a complete waiver of any claims whatsoever against the COUNTY, and/or its agents, officers, or employees, that the COUNTY has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the Proposal or Qualifications Package to be inspected.

- 15.2 All Proposals/Qualifications Packages received by COUNTY in response to this RFP shall become the exclusive property of the COUNTY. The COUNTY reserves the right, without limitation, to make use of any information or ideas contained in the Proposals submitted. By submitting information and documents to the COUNTY as part of this RFP, CONTRACTORS/CONSULTANTS acknowledge and agree to the terms of these Sections 15.1 and 15.2.

## **17.0 DEBARMENT/SUSPENSION POLICY**

- 16.0 CONTRACTORS submitting a proposal should not be in current debarment status by the State of California. All CONTRACTORS submitting proposals in response to this solicitation will be cross checked against the California Department of Industrial Labor to ensure it is not in DLSE Debarment status. Any proposal submitted from a business entity with debarment status will not be considered for an agreement award.

## **18.0 PIGGYBACK CLAUSE**

- 17.1 Certain County of Monterey Departments, in addition to NMC, may have a need for landscaping services at any time during the term of the Agreement(s) resulting from this RFP. If deemed in the best interest of the County of Monterey then County departments may also offer service Agreements to awarded CONTRACTORS of this RFP. The Agreement terms and conditions, including pricing, would be identical throughout the piggyback Agreements.

## SAMPLE AGREEMENT SECTION

### (SAMPLE) AGREEMENT

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

### 1.0 RECITALS

WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # 9600-90) for landscaping services and, in accordance with the specifications set forth in this AGREEMENT; and

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

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

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

### 2.0 PERFORMANCE OF THE AGREEMENT

2.1 After consideration and evaluation of the CONTRACTOR’S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFP # 9600-90\_\_\_ and in this AGREEMENT on the terms and conditions contained herein and in RFP # 9600-90. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # 9600-90 dated \_\_\_\_\_, including all attachments and exhibits  
Addendum (or Addenda) #\_\_\_  
CONTRACTOR’S Proposal dated \_\_\_\_\_,  
Security for CONTRACTOR’S proposal,  
AGREEMENT,  
Payment and Performance Bonds  
Certificate of Insurance  
Additional Insured Endorsements

- 2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR’S Proposal, RFP #9600-90 including all attachments and exhibits, Addendum/Addenda issued, Contract Security and Bonds (remove this if not applicable), Certificate of Insurance, and Additional Insured Endorsements.
- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of NMC nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 2.5 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.
- 18.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.
- 2.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use Natividad Medical Center premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

### **3.0 SCOPE OF SERVICE**

[ \_\_\_\_\_ ]

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

## 4.0 TERM OF AGREEMENT

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

## 5.0 COMPENSATION AND PAYMENTS

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

## 6.0 INVOICES AND PURCHASE ORDERS

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

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

- 6.2 CONTRACTOR shall reference the RFP 9600-90 on all invoices submitted to NMC. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All NMC Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

## **7.0 STANDARD INDEMNIFICATION**

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

## **8.0 INSURANCE REQUIREMENTS**

- 8.1 Evidence of Coverage:

- 8.1.1 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.
- 8.1.2 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.
- 8.1.3 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.

## 8.2 Insurance Coverage Requirements:

- 8.2.1 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:
- 8.2.1.1 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.
- 8.2.1.2 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.
- 8.2.1.3 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.
- 8.2.1.4 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.

### 8.3 Other Insurance Requirements:

- 8.3.1 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.
- 8.3.2 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.
- 8.3.3 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. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 8.3.4 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.

- 8.3.5 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 County of Monterey's 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.

## **9.0 NON-DISCRIMINATION**

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **10.0 ASSIGNMENT AND SUBCONTRACTING**

- 10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.
- 10.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the County of Monterey requirements stated herein this Agreement including insurance and indemnification sections.



## 11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## 12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to NMC, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## 13.0 RECORDS AND CONFIDENTIALITY

- 13.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the NMC or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 13.2 NMC Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.

- 13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.
- 13.4 Access to and Audit of Records: NMC and the County of Monterey shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

NMC's Human Resources division shall coordinate criminal background checks for all personnel working at NMC. The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

#### **14.0 FORCE MAJEURE (OPTIONAL SAMPLE AGREEMENT CLAUSE)**

Neither NMC nor CONTRACTOR shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's reasonable control (a "**Force Majeure Event**"), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall in good faith use its best efforts to perform its duties and obligations under this Agreement.

If either NMC or CONTRACTOR wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

## 15.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

Prevailing Wages: CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

Local Hiring per County of Monterey Code 5.08.120: All provisions included in County of Monterey Code 5.08.120 are applicable to this AGREEMENT, including but not limited to:

xx.2.1 County of Monterey Code Section 5.08.120 General Provisions; Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works of improvement, all NMC and County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty (50) percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

xx.2.2 For the purpose of this Section, the following terms have the meanings indicated:

"Board" shall mean the Monterey County Board of Supervisors.

"Qualified individual" shall mean a person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the public work of improvement to be performed or who is enrolled in a certified State or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.

"Resident of Monterey Bay Area" shall mean a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

## 16.0 EMERGENCY SITUATIONS

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

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

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

Phone: \_\_\_\_\_

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

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

### **17.0 HAZARDOUS MATERIALS (OPTIONAL SAMPLE AGREEMENT CLAUSE)**

HAZARDOUS MATERIALS: CONTRACTOR shall comply with the Superfund Amendments and Reauthorization Act (SARA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) while performing all services of this Agreement. CONTRACTOR shall be solely responsible for the transportation and disposal or release of any hazardous material to or from NMC. Once the collection of materials has commenced neither NMC nor the County of Monterey take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by NMC while in transit or storage for services performed for this Agreement.

CONTRACTOR shall dispose of all materials for this Agreement in compliance with California laws pertaining to waste management, including but not limited to current Title 14 and California Title 27 requirements.

### **18.0 WARRANTY BY CONTRACTOR**

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

## **19.0 CLEANUP**

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

## **20.0 DAMAGE**

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

## **21.0 PROTECTION OF PUBLIC**

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

## **22.0 NOTICES**

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC contracts division manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

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

TO NMC:

TO CONTRACTOR:

Natividad Medical Center  
CONTRACTS DIVISION  
1441 Constitution Blvd  
Salinas, CA 93906

FAX No.: (831) 757-2592

Name  
Address

FAX No. \_\_\_\_\_

Email \_\_\_\_\_

Tel. No. \_\_\_\_\_

### **23.0 LEGAL DISPUTES**

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

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

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

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

**--END OF SAMPLE AGREEMENT SECTION--**

**ATTACHMENTS/EXHIBITS AND RFP SIGNATURE PAGE**

# RFP SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)  
CONTRACTS OFFICE

RFP # 9600-90  
ISSUE DATE: October 18, 2024



RFP TITLE: Landscaping Services

**PROPOSALS ARE DUE IN THE OFFICE OF THE  
NMC CONTRACT MANAGER BY 3:00 P.M., LOCAL TIME, ON  
Friday, November 22, 2024.**

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

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

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

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.0 and 9.0 HEREIN

**This RFP Signature Page must be included with your submittal in order to validate your proposal.  
Proposals submitted without this page will be deemed non-responsive.**

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

**BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL**

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

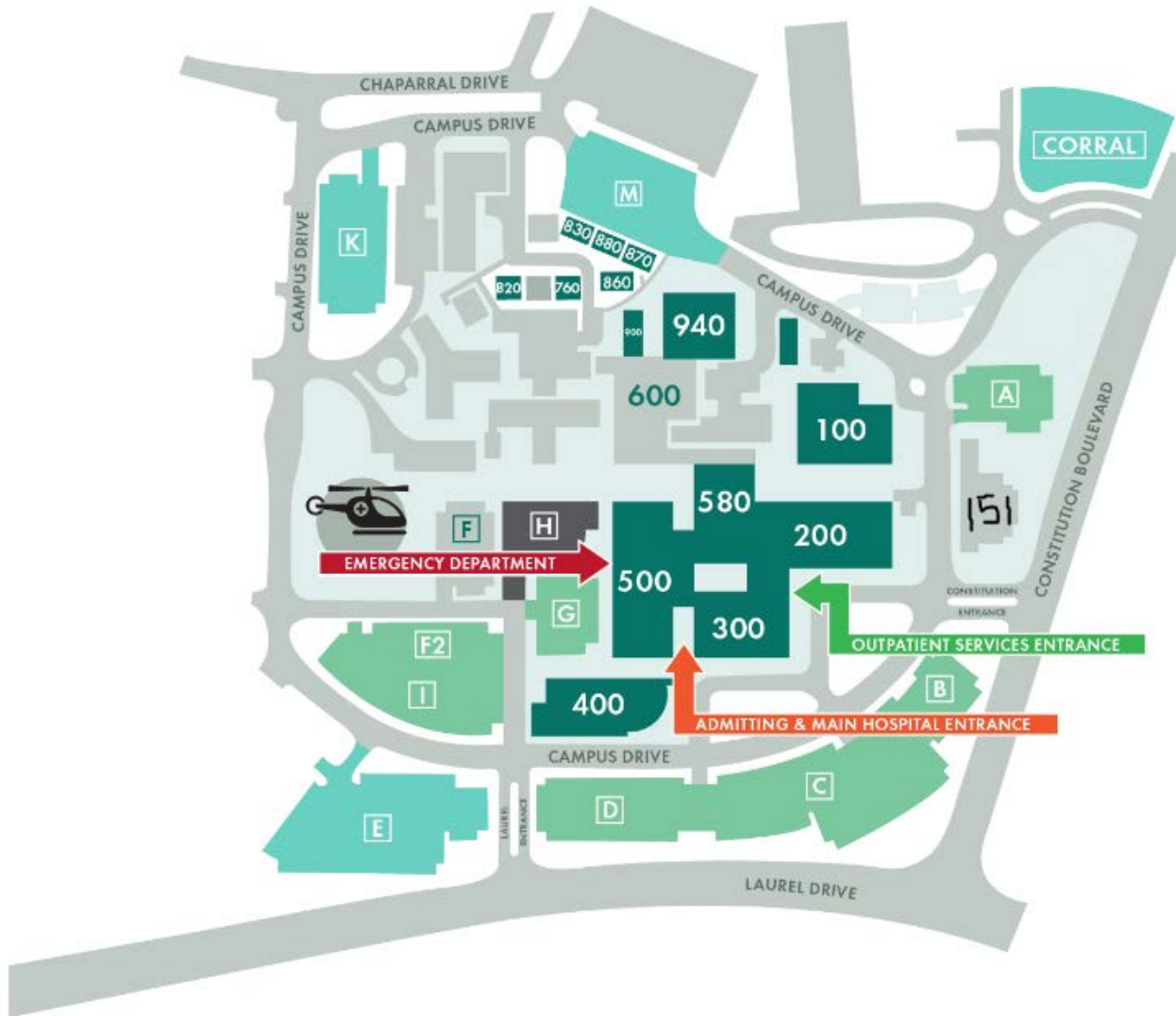


**Exhibit A:  
Pricing**

<b>Price Breakdown</b>		
	<p><b>Natividad Medical Center (Main Hospital)</b></p> <p>Buildings: 100, 200, 300, 500, 580, 600, 700, 740, 760, 800, 820, 830, 840, 860, 870, 880, 900, 940, 980.</p>	<p><b>Natividad Medical Group Prunedale Clinic</b></p> <p>(17615 Moro Road, Prunedale, CA 9390)</p>
Irrigation		
Weed Control		
Tree/Shrubs		
Hardscape Areas		
Lawns		
Trash Cans and Bins (daily trash removal)		
Parking Lots: A, B, C, D, E, F, F2, I, H, G, K, L, M1, Dirt Lot [ARU], Corral Lot [near 1441 Constitution Blvd.]		
Groundcover		

## ATTACHMENT A

### Natividad Medical Center Main Campus



#### PARKING KEY

- Patient & Visitor Parking  
Lots: A, B, C, D, F2, G, I
- Staff Parking Only  
Lots: Corral, E, F, K, M  
(Lot I after 2pm, daily)
- Emergency Vehicle Parking Only  
Lot H

#### ENTRANCE KEY

- Emergency Entrance
- Main Entrance
- Outpatient Entrance

## ATTACHMENT B

### Natividad Medical Group Prunedale Clinic

