



**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE.
VENTURA, CA 93009-1080**

**REQUEST FOR PROPOSAL
#5734**

for

STAINLESS STEEL SUPPLY CABINETS

Issued: December 31, 2013

Due: January 14, 2014

SECTION 1.0 GENERAL INFORMATION AND SCOPE OF WORK

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose

Ventura County Medical Center (hereinafter referred to as the "Ventura County") is seeking a qualified Vendor (hereinafter referred to as "the Vendor") to provide, install, and maintain STAINLESS STEEL SUPPLY CABINETS (hereinafter referred to as the "Systems") for a 122-bed Hospital Replacement Wing (HRW) to be constructed on the Medical Center campus in Ventura, California. All seismic anchorage will be provided and performed by the Design-Builder.

The successful Vendor shall furnish all engineering, anchorage requirements, equipment, delivery, project management, coordination, assembly and installation, configuration, testing, certification, training, documentation, and other miscellaneous materials and labor as necessary for a complete turnkey installation of the Systems. Any materials or labor not specified here that are necessary for a complete certified turn-key installation of the systems shall be deemed a part of this scope of work.

Alternates for optional components, and on-going service/preventive maintenance agreements are included in this RFP.

The Vendor shall be responsible for participating with Ventura County and the Design-Build Team in coordinating completion of construction documents, and in planning and coordinating installation of the Systems.

Vendors are invited and encouraged to submit multiple responses to this request for proposal if their product lines offer multiple solutions to the operational criteria set forth herein.

Proposals shall be due no later than 3:00 p.m. on January 14, 2014 for the furnishing of STAINLESS STEEL SUPPLY CABINETS in accordance with the attached Terms and Conditions, and Instructions to Offerors which by this reference are made a part hereof.

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Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents.

1.2 Background

In order to comply with California Senate Bill 1953, Ventura County Medical Center is constructing an OSHPD compliant Hospital Replacement Wing that will support a number of services including Emergency, Imaging, Surgery, Central Sterile Processing, Medical/Surgical/Telemetry Care, ICU, LDR, C-Section, Post-Partum, NICU, PICU, Pharmacy, Main Lobby, Admitting, Education/Conference rooms, and Gift Shop.

The HRW Project (hereinafter referred to as the “project”) will be constructed on the existing Medical Center campus, on a site to be cleared just north of the existing Fainer Building.

In order to expedite the project design, agency review, and construction, Ventura County has engaged the Clark Design-Build Team consisting of architects, MEP engineers, medical technology planners, and numerous other specialty consultants and sub-contractors to plan, design, and build the HRW through completion, OSHPD acceptance, and licensure.

A primary element of the Design-Build strategy is to more closely involve vendors of major systems and equipment in developing the final construction documents that must be submitted to – and approved by - OSHPD before construction can begin. For this reason, a three-step process will be used for developing medical equipment shop drawings, as follows:

Step 1 - System vendors for STAINLESS STEEL SUPPLY CABINETS will be selected early and brought on board to work with the Design-Build Team to complete construction documents. Preliminary vendor installation information containing structural and OSHPD seismic tie-down information, and all other utility and infrastructure requirements will be produced and delivered to the Design-Build Team. Vendors will participate in regular coordination meetings with the Design-Build Team during completion of Construction Documents, as detailed later.

Step 2 - Final installation information, incorporating revisions identified during construction document coordination, will be issued by vendors for inclusion

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by the Design-Build Team in the OSHPD submittal.

Step 3 - Following OSHPD review vendors will incorporate OSHPD review comments and resubmit their final installation information.

Response to this RFP requires submission of a complete turn-key Base-Bid proposal including all equipment and services as detailed later in this document, plus pricing for optional components that may be used to optimize final configurations within the established project budget.

Vendors will be required to pay prevailing wages.

1.3 Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award.

Issue RFP to vendors	Dec 31, 2013
Deadline for Vendor Inquiries and Questions	Jan 7, 2014
Vendor RFP responses due	January 14, 2014 @ 3:00 pm PST
Technical Review	Jan 20 – Jan 24, 2014
Vendor Presentations at Ventura (optional)	Week of Jan 27, 2014
Notification of award to successful vendor	Week of Feb 3, 2014
Structural anchorage requirements due	Feb 21, 2014
DBT coordination meeting	Week of Mar 3, 2014
Final DBT coordination meeting	Mar 17, 2014
DBT to Commence construction	underway
Wall mounted shelving to be on-site	Feb 1, 2016

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Vendor to Commence installation	Aug 1, 2016
Testing and Certification	Aug 1 - 31, 2016
Commissioning and inspections	Aug 1 - 31, 2016
Fit-out and Licensing	Aug 1 – Nov 1, 2016
System acceptance - warranty start	30 days after First Clinical Use
User Training	Nov 1 – 17, 2016
Hospital move-in	Nov 17, 2016

The schedule set forth above is subject to change.

1.4 Questions Regarding RFP

All questions concerning this Proposal may be directed to Rick Tolentino at rick.tolentino@ventura.org

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2.1 Submittal Deadline

Completed proposals should be sealed and clearly marked: Request for County of Ventura GSA/Procurement Services, Proposal # 5734 for STAINLESS STEEL SUPPLY CABINETS and must be delivered no later than 3:00 p.m., January 14, 2014.

County of Ventura
Procurement Services
Hall of Administration/Lower Plaza
800 S. Victoria Avenue
Ventura, Ca 93009-1080

Please submit one original, marked as "MASTER" and five (5) identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

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2.2 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all proposals

2.4 Opening of Proposals

Proposals will not be opened publicly but a list of the names of Offerors submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto,

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and all related materials and data referenced herein or otherwise available to offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for 90 calendar days from the due date unless otherwise qualified.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed,

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identifying each response by the number. Submit one (1) "Master" and five (5) hard copies of your proposal, and one electronic copy stored in a portable storage devices such as compact disk and flash drives. To conserve resources we ask that proposals be submitted on 30% post consumer paper and be duplexed when possible.

a. **Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number(s), fax number(s) and email address(es).

b. **Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
7. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
8. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
9. Offeror's Dun and Bradstreet number.
10. Offeror's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the

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Offeror or in which the Offeror has been found guilty or liable.

Failure to fully comply with the terms of this provision may disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which conduct reveals, without limitation,

Offeror's prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures.

c. **Personnel Qualifications**

1. Identify key personnel and their position within the organization.

Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

The Vendor must identify, as part of their response, any local dealers and/or sub-contractors it intends to utilize to fulfill the requirements of this RFP and the roles each will play and portion(s) of the work to be performed by each.

If the Vendor uses local dealers and/or sub-contractors for any portion of the work, they shall interface with Ventura County and the Design-Build Team as a single entity with a single point of contact for coordination and project management. Reconciliation of any, and all, discrepancies between the Vendor, local dealers and or sub-contractors shall be the responsibility of the Vendor.

Where sub-contractors, distributors or local service offices are utilized,

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responsibility for project supervision and completion will remain with the Vendor

d. **Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. **References**

The Vendor will provide a list of three (3) hospital customers where similar systems and services are provided. Please discuss the retention rates of your major customers.

Provide a minimum of five (5) hospital references for each sub-contractor, distributor or local service office.

Information provided shall include:

1. Client name;
2. Project description;
3. Dates (starting and ending);
4. Dollar value
5. Staff assigned to reference engagement that will be designated for work per this RFP;
6. Client project manager name and telephone number.

f. **Plan and Approach**

The Vendor will describe overall implementation process, both before and after the effective date of the contract. The process will include identifying and initiating the Vendor's Management Team and the timing of that team being on board. The implementation plan should include:

- The overall approach.
- The major activities and schedules.

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- The roles and responsibilities of the parties during the implementation period.

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. **Requirements**

Offeror's response shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

h. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract.

Offerors shall review the County's standard contract in Section 4, which shall form the **basis** for any contract entered into hereunder.

Contractor's response shall state on a **point-by-point** basis whether proposal is in compliance with the terms and conditions in Section 4 of this RFP.

Address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by the County may reduce or eliminate an Offeror.

i. **Compensation**

Complete Proposal Form (ATTACHMENT 1). Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed.

This RFP requests complete installed turnkey system pricing for the

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work; no additional charges will be paid unless specifically requested in writing by Ventura County.

The proposal shall include all costs deemed necessary to cover all contingencies essential to the installation of the specific system.

Any cost encountered, which is not specifically itemized in the proposal, shall not be incurred unless specifically agreed upon, in writing.

The County considers all pricing configurations, provided on the attached LUMP SUM BID FORM, to be final when submitted by Vendors. Adjustments to the configuration or pricing will not be accepted after submission of this document unless solicited by the County.

j. **Payment and Payment Terms**

Customary terms are Net 30 for work performed. Offerors must provide a payment schedule based on deliverables or by project phase.

Discount for payment in less than 30 days may be considered in the evaluation.

2.8 Costs Incurred in Responding

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

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2.9 Addenda

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

2.10 Nomenclatures

The terms "Successful Offeror, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (Agency) enters into a contract because of this solicitation.

The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal

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should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by a offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation.
- Any representation by an offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.13 Proposal Validation/Evaluation/Award

a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

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The offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

Experience in Providing Comparable Services: The Vendor's specific experience and demonstrated ability in providing the similar products and services to other facilities on a scale and or complexity comparable to that described in this RFP.

The Vendor's size, financial stability, industry track record, and capacity to provide the managerial, technical and physical resources to deliver the required products and services at the required location(s) over the required time period. Ventura County prefers that Vendors who utilize internal managerial, technical and physical resources and who do not subcontract those resources.

Client references will be contacted and their responses will become a part of the award/review process.

2. Work Approach

The completeness of the products and services proposed, the willingness to satisfy or exceed the requirements, the quality of management and the technical approach to be used to assure consistently high quality service, and Vendor willingness to advance concrete proposals in their RFP response, not deferring matters to later stages, and complete installation on a timely basis in accordance with Ventura County's schedule.

3. Compliance with Contract Terms and Conditions

4. Requirement/Specifications

The ability to meet the requirements/specifications outlined

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herein.

Products: Quality and capability of products to meet the current and future needs of Ventura County. Availability of additional optional capabilities for current and future use. Value engineering suggestions offered.

Technical Competence: Additionally, Vendors will be evaluated on demonstrated ability to provide adequate and timely support of daily operation, maintenance, and troubleshooting of the equipment offered. Ability to support a large multi-site client base with in-house, product certified technicians. The Vendor's ability to attract and retain key skilled personnel to support Ventura County's technical environment.

5. Cost

The Proposals will be evaluated on the basis of the offeror's reasonableness of final configured cost.

Pricing Proposals must be submitted using Attachment A Proposal Form.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

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The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$100,000.

2.14 Presentations

Offerors may be invited to make oral presentations to County personnel.

2.15 Site Visits

The County reserves the right to schedule site visits to offeror's facilities or a

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current operational site in order to assess the capability and ability of the offeror to fulfill the contract.

2.16 Additional information

If during the evaluation process, the County is unable to determine an offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror's ability. The offeror will be notified and permitted five working days to comply with any such request.

2.17 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

2.18 Rejection of Proposals

County reserves the right to reject the proposal of any offeror who:

- Previously failed to perform adequately for County or any other governmental agency within the previous twelve (12) months.
- Submits false, incomplete, or unresponsive statements in a proposal;
- Is in default on the payment of taxes, licenses or other monies due County;
- Containing errors or discrepancies.

2.19 Cancellation of RFP

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

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2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows or could have known the facts giving rise to the protest. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor;
 - 2) The signature of the protestor, or protestor's authorized representative;
 - 3) The solicitation or contract number; and
 - 4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

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Proposals submitted in response to this RFP shall be based on currently available equipment, software, materials, capabilities, and technologies. Systems shall be installed with the most current software including all revisions and updates as of the date of system acceptance.

All equipment and materials provided in response to this RFP shall be new, of a current manufacturing run and provided in the manufacturer's original packaging.

Manufacturer names and model numbers that may be shown in this RFP are listed for reference to establish a standard of quality or design and shall not be construed as limiting competition.

Offeror having alternate proposals to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

3.1 Scope of Work

The work includes providing all equipment, materials, coordinating material deliveries, equipment assembly and installation, terminations, work crew schedules, work completion, testing, labeling, certification, documentation, training, cutover, and warranty maintenance of the systems specified.

The work includes coordinating the installation of the work covered under this RFP with the Design-Build Team and providers of various other systems and equipment that may connect.

Electrical rough-in including outlet boxes, conduit stubs, sleeves through rated walls, cable tray (if provided), and plywood backboards will be provided and installed by the Design-Build Team. Conduit will be stubbed from each outlet box to the nearest accessible ceiling. Consequently, in most locations the stub will stop in the ceiling directly above the outlet box. The Vendor will be responsible for specifying locations, sizes and quantities of sleeves required through rated and non-rated walls. Any conduits and/or sleeves not shown on the Vendor's installation requirements shall be provided and installed – and properly sealed - by the Vendor.

The work includes fire sealing inside all sleeves used for installation.

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Ventura County and Design-Build Team are committed to coordinating above ceiling trade-work including ductwork, plumbing, fire protection, electrical work, and telecommunications wiring in a manner that will assure a high-quality project, and will allow for future facility additions and expansions. Because of this commitment each trade, including the Medical Equipment Vendors, are expected to provide detailed anchorage requirements for coordination. Medical Equipment Vendors will be expected to participate in site trade coordination meetings as part of their regular project management effort.

Within 30 days following award, the Vendor shall submit site specific shop drawings produced in BIM, and based on background models provided by the project architect.

The Vendor shall provide all mounting and termination hardware, connectors, cover plates, labels and miscellaneous materials as necessary.

The Vendor shall coordinate all on-site work with the Design-Build Team, and shall check in with the job-site contractors before entering the building.

All work shall be completed in compliance with the National Electrical Code and all other applicable codes and regulations.

All equipment shall be properly grounded to grounding facilities provided by the Design-Build Team.

The Vendor shall attend a project kick-off and coordination meetings, as indicated on the project schedule. The kick-off and coordination meetings provide Vendors and the Design-Build Team with the opportunity to coordinate their design and installation work.

As necessary, the Vendor shall attend regular project meetings to coordinate work through project completion.

The project schedule in section 1.3 of this document is preliminary and is intended to provide a framework for the Vendor's work schedule. The project schedule and all site work shall be coordinated with the project architect, job-site contractors and Ventura County's facilities management.

The system start-up shall be coordinated and scheduled with the Design-Build

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Team.

No later than 30 days after system acceptance, the Vendor shall submit the following documentation to the Design-Build Team. All 8 ½ x 11 documents are to be submitted in a tabbed, 3-ring binder.

- One complete set of "as built" product information including O&M manuals and warranty terms and conditions (provide two reproducible hard copies and one electronic file on disc).
- Records of all testing and adjustments,
- Terms of the system warranty including start and end dates, 24-hour contact numbers and names; system warranty is to commence on system acceptance.

Indicate acceptance or give alternate.

3.2 Vendor Responsibilities

- a. Vendor shall provide equipment and components of a single manufacturer, or shall provide equipment and components of manufacturers who have established agreements to provide an overall system warranty. Terms and conditions of the system warranty shall be provided with the bid
- b. Because storage space on the new hospital site will be limited, the Vendor will be responsible for coordinating "just-in-time" delivery and installation of materials and equipment.
- c. Protection of materials and equipment once installed will be provided by Ventura County.
- d. Delivery of materials to the job-site shall be coordinated with the project schedule, and installation staged based on site readiness in various areas of the building. Storage and protection of equipment or materials delivered earlier than necessary will be the responsibility of the system vendor.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

- e. The Vendor shall be responsible for clean up and removal of debris caused by the system installation.
- f. Periodically through the construction time frame and upon installation completion, Ventura County's representative will inspect the Vendor's work and will submit punch-lists of unfinished and incorrect work. All punch-list work and corrections shall be
- g. Ventura County reserves the right to withhold system acceptance and final payment until completion of the installation and all punch-list work.
- h. Completion of the installation shall be defined as completion of all work related to the systems in a neat and working condition, certification of compliance with all requirements of this RFP, completion of training, delivery of all documentation, and acceptance by Ventura County.
- i. In order to facilitate efficient resolution of any issues that arise during installation, the Vendor shall provide field personnel with a digital camera and Internet access on or near the site.
- j. Vendor shall provide qualified technical staff on site during the final regulatory inspections, and during the patient move-in to make any necessary adjustments.
- k. The Vendor shall guarantee availability of qualified local service technical support and materials for repair or replacement and re-certification of any work that fails to perform in accordance with standards established in this RFP during the warranty period.
- l. The systems are to be installed fully - including delivery, unpacking, set-up, testing, and final placement - by the Vendor at the Vendor's expense, except as noted in this RFP.
- m. The cost for any additional work required to complete the Vendor's work will be charged to the Vendor or deducted from the Vendor's final payment.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

- n. Proposals submitted in response to this RFP shall be based on currently available equipment, materials, capabilities, and technologies.
- o. All cable and materials provided in response to this RFP shall be new, of a current manufacturing run and provided in the manufacturer's original packaging.

Indicate acceptance or give alternate.

3.3 Equipment Required

Contractor shall furnish and install the following, as shown on the project plans:

QUANTITY 17 - TALL STAINLESS STEEL SUPPLY CABINETS, as follows:

- Tall Stainless Steel Cabinets, 18-3/4" D x 84" H x 49-1/2" W
- Provide with two columns each with 22 slots for insertion of shelves, trays, drawers, and/or baskets
- Provide a glass door on each column.
- Provide optional pricing for inserts as follows (to be selected and added to purchase order):
 - 3" deep solid surface tray (indicate tray material proposed – i.e. aluminum, steel, plastic, etc.)
 - 6" deep solid surface tray (indicate tray material proposed – i.e. aluminum, steel, plastic, etc.)
 - 9" deep solid surface tray (indicate tray material proposed – i.e. aluminum, steel, plastic, etc.)
 - 3" deep basket tray (indicated basket material proposed – i.e. aluminum, steel, plastic, etc.)
 - 6" deep basket tray (indicated basket material proposed – i.e. aluminum, steel, plastic, etc.)
 - 9" deep basket tray (indicated basket material proposed – i.e. aluminum, steel, plastic, etc.)
 - 3" deep Pharmacy tray with dividers (indicate tray material proposed – i.e. aluminum, steel, plastic, etc.)
 - Shelf (indicated shelf material proposed – i.e. aluminum, steel, plastic, etc.)
 - Shelf with divider capability (indicate shelf material proposed – i.e. aluminum, steel, plastic, etc.)

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

- Shelf dividers (indicate divider material proposed – i.e. aluminum, steel, plastic, etc.)
- Drawer, non-locking (indicate drawer material proposed – i.e. aluminum, steel, plastic, etc.)
- Locking Drawer (indicate drawer material proposed – i.e. aluminum, steel, plastic, etc.)
- Catheter hangers (indicate hanger material proposed – i.e. aluminum, steel, plastic, etc.)
- Others accessories as available.
- Furnish with current OSHPD anchorage information.

Provide an itemized, comprehensive parts list for the proposed systems and options showing model number, description, and quantity.

Provide catalogue cut sheets for all major system components and system specifications, including structural anchorage requirements (with OSHPD OPA#s, if available), with each copy of your proposal.

Provide specific technical information regarding the products that are being proposed. The information provided should include and not be limited to:

- **System capacities**
- **Features**
- **Performance specifications**
- **Environmental specifications**

3.4 Project Manager

The Vendor shall assign a project manager who is responsible for the following:

Attend joint planning meetings with Ventura County and the Design-Build Team for the purpose of completing construction documents and planning the installation of the SYSTEMS and associated equipment.

Day to day project management.

Supervision of work crews.

Coordinating work with other Vendors and trade contractors.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

Coordinating work with Ventura County.

Quality audit of work performed.

Assurance of code compliance.

Attending regular Ventura County/Vendor/contractor (OVC) meetings during active phases of the installation.

Assuring that work crews are properly trained, clothed, and provided with necessary tools and materials.

Compliance with job-site work rules and safety requirements.

Reconciling all material or labor shortages or over-runs.

Reconciling and coordinating replacement and re-installation of spoiled, lost, or defective materials.

Reconciling differences in the bill of materials.

Coordinating testing, inspection, certification and documentation.

Completion of work in accordance with the project schedule.

Indicate acceptance or give alternate.

3.5 Training

Vendor shall provide training for all shifts, including on-site hands-on demonstration of each component by a factory-trained instructor. Provide written instructions as hand-outs, and collect sign-in sheets for each training session. Training sessions are to be coordinated with and sign-in sheets provided to the project Transition Planner.

The Vendor shall provide training and certification for a minimum of two qualified Ventura County technicians to perform trouble-shooting, repairs and adjustments while maintaining the system warranty.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

Describe your proposed training plan.

How many days are required for training and certification of one technician? ____ days

Can the two Ventura County technicians attend training at different times? ____ (yes/no)

Where will training take place? _____ (city, state)

What previous technical training is required?

3.6 Warranty and Maintenance

The Vendor shall provide a complete system warranty including all materials and labor as necessary to repair or replace and re-certify any work that fails to perform in compliance with the standards set forth in this RFP for a period of twelve months following system acceptance. The system warranty shall be the most favorable commercial warranty available for the same or substantially similar system. System warranty shall be provided at no charge to Ventura County, unless failure is caused by misuse, abuse, neglect or accident. Repairs for routine failures that occur during the warranty period shall be provided during normal business hours. Repairs for major failures shall be provided 24 hours per day seven days per week.

The vendor shall provide a copy of standard warranties with this RFP.

Repair work required as a result of misuse, abuse, neglect or accident shall be billed at the prevailing rates or as indicated later.

Major failures shall be defined as any combination of conditions that results in 10% of the devices in any area or any department being out of service.

Normal business hours shall be defined as 8:00 AM to 5:00 PM Monday through Friday except holidays.

Costs for routine and emergency hourly maintenance and repairs, extended warranty, response time, and other information pertaining to warranty and maintenance shall be as proposed on PROPOSAL FORM.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

What is your response time for routine maintenance and repair calls?

Target response time: _____/hours

Typical response time: _____/hours

Guaranteed maximum response time: _____/hours

What is your response time for emergency repairs for major system failures?

Target response time: _____/hours

Typical response time: _____/hours

Guaranteed maximum response time: _____/hours

Location of service office from which technicians will be dispatched:

Address: _____

Approximate driving time: _____ minutes

24-hour service number: _____ - _____ - _____

Will the 24-hour service number be answered by a company employee or answering service? Who will answer service calls?

Will you dispatch technicians by radio or other wireless service (indicate type)?

Will you assign a primary technician to this account? _____ (yes/no)

Will the warranty be valid if repairs and/or system adjustments are performed by Ventura County technicians who have been trained and certified by the manufacturer to perform repairs and adjustments? _____ (yes/no)

3.7 Permits

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

Indicate acceptance or give alternate.

3.8 Non-Collusion

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Non-Collusion Affidavit – ATTACHMENT B.

SECTION 4.0 COUNTY OF VENTURA STANDARD CONTRACT

This contract entered into this _____ day of _____, 20__, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance NO. 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, the County issued the (Insert contract name here) Request for Proposal #5734 (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

WHEREAS the Contractor submitted a proposal dated (insert date of proposal here), in response to the RFP (hereinafter referred also as "Contractor's Proposal"), to provide services to County;

WHEREAS, the County determined, through competitive solicitation and careful review of submitted proposals, that the Contractor's Proposal best meets the need of the County for (Insert contract name here) and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing (Insert contract name here) Services and related services hereinafter described; and

WHEREAS the County and the Contractor are willing to enter into a (Insert contract name here) Contract in accordance with the RFP, the Contractor's response thereto, which by this reference are incorporated, though not attached, and the terms and conditions contained herein;

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing (Insert contract name here) services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. TERM

Per RFP document.

4. RESPONSIBILITY OF CONTRACTOR

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements.

Contractor will be held fully responsible for performance of any subcontractors.

5. WARRANTIES

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

6. INDEPENDENT CONTRACTOR

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this contract.

7. NON-ASSIGNABILITY

SECTION 4.0 COUNTY OF VENTURA STANDARD CONTRACT

Contractor will not assign this contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this contract.

8. TERMINATION

The County shall be able to cancel the contract, without penalty to the County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term, which ever occurs first.
- b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.
- c. The County at its sole option may terminate this contract upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be

SECTION 4.0 COUNTY OF VENTURA STANDARD CONTRACT

entitled at law or under this contract.

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

9. DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

11. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in

SECTION 4.0 COUNTY OF VENTURA STANDARD CONTRACT

full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

- 3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
-
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
 - C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).

- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsements.
 - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

12. **NON-DISCRIMINATION**

A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this contract.

B. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification,

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to County upon request.

13. SUBSTITUTION

If particular people are identified in Exhibit A as working under this contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. CONTRACT MONITORING

The County will have the right to review the work being performed by the Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by _____ or his/her authorized representative.

16. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this contract.

17. CONFLICT OF INTEREST

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract no person having such interest will be employed or retained by Contractor under this contract.

18. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

19. NON-EXCLUSIVITY

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

20. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests in

SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT

writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

21. **NOTICES**

All notices required under this contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVENUE
VENTURA, CALIFORNIA 93009

TO CONTRACTOR-

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. **MERGER CLAUSE**

This contract along with the following documents, which are incorporated into this contract by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract,

SECTION 4.0 COUNTY OF VENTURA STANDARD CONTRACT

statement, or promise not contained in this contract will be valid or binding.

This contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this contract, the inconsistency shall be resolved in the following order:

- 1) This contract;
- 2) County of Ventura RFP # _____
- 3) Contractor's proposal dated _____.

23. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

24. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

25. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

26. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

28. CONSTRUCTION OF COVENANTS AND CONDITIONS

SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT

Each term and each provision of this contract will be construed to be both a covenant and a condition.

ATTACHMENT A - PROPOSAL FORM

Provide turn-key pricing for STAINLESS STEEL SUPPLY CABINETS including all equipment, hardware, freight, anchorage requirements, project management, unpacking and set-up, testing, O&M manuals*, as-built product information, training, and a one-year parts and labor warranty per the listing below. (Note*: provide two hard copies and one electronic copy of all documentation.)

Base Bid: Provide the complement of equipment devices, as detailed below.

Provide optional installed pricing for component additions and deletions as listed under Optional Pricing.

TOTAL BASE BID

TALL STAINLESS STEEL SUPPLY CABINETS

- Quantity 17 - Tall Stainless Steel Supply Cabinets – 18-3/4" D x 84" H x 49-1/2" W; provide with two columns, each with 22 slots for insertion of shelves, trays, drawers, and/or baskets; provide a glass door on each column.** \$_____ \$_____

TOTAL BASE BID (MATERIALS AND LABOR): \$_____

ADDITIONAL (VOLUME) MATERIALS DISCOUNT: \$_____

ADDITIONAL (VOLUME) LABOR DISCOUNT: \$_____

NET DISCOUNTED BASE BID: \$_____

OPTIONAL COMPONENT PRICING - provide discounted unit pricing to add each of the following:

<u>Item</u>	<u>Qty</u>	<u>Material</u>	<u>Labor</u>
1. 3" deep solid surface tray	1	_____	_____
2. 6" deep solid surface tray	1	_____	_____
3. 9" deep solid surface tray	1	_____	_____
4. 3" deep basket tray	1	_____	_____
5. 6" deep basket tray	1	_____	_____
6. 9" deep basket tray	1	_____	_____
7. 3" deep Pharmacy tray with dividers	1	_____	_____
8. Shelf	1	_____	_____
9. Shelf with divider capability	1	_____	_____
10. Shelf with divider capability	1	_____	_____
11. Shelf divider	1	_____	_____
12. Drawer, non-locking	1	_____	_____
13. Locking Drawer	1	_____	_____
14. Catheter Hanger	1	_____	_____
15. Other (specify)_____	1	_____	_____

ATTACHMENT "B" – RFP #
"Non-Collusion Affidavit
To Be Executed By Offeror And Submitted With Proposal

State of California)
County of Ventura ss.
)

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____(Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the offered contract; that all statements contained in the proposal are true; and further, that the offeror has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

(Date)

(Signed at (Place)

Offeror Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title