



**Zone 7 Water Agency**

**REQUEST FOR PROPOSAL**

**Uniform Laundry/Rental Service  
RFP #2018-12**

**RFP Document Released for Solicitation: August 15, 2017  
Non-Mandatory Pre-Proposal Meeting: August 22, 2017 at 11:00 a.m. PST  
Deadline for Submission of Written Questions: August 25, 2017 by 4:00 p.m. PST  
Proposal Packet Due by 2:00 p.m. PST on September 11, 2017**

Contact:  
Karen Bartels  
Buyer II  
Telephone: 925.454.5039  
Email: [kbartels@zone7water.com](mailto:kbartels@zone7water.com)

# ZONE 7 WATER AGENCY RFP #2018-12

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# ZONE 7 WATER AGENCY RFP #2018-12

## I. Purpose

The Zone 7 Water Agency (hereafter referred to as “Agency”) is requesting proposals for uniform laundry services for Agency-owned uniforms and rental services for mats. All proposers shall meet the provisions, requirements and specifications listed in the Request for Proposal Document, # 2018-12.

## II. Description of the Agency

Zone 7 is one of ten active zones of the Alameda County Flood Control & Water Conservation District, which is a special district established by State Legislature in 1949. Zone 7 Water Agency (“Zone 7”) was established by Vote of Residences in 1957 as a separate entity (a Dependent Special District under Alameda County) to import State Water Project water, stop overdraft of the groundwater basin, and prevent flooding. It is governed by seven directors elected at-large. Zone 7’s main functions are to serve as:

- State Water Project contractor
- Treated water wholesaler for the City of Livermore, California Water Service Company – Livermore, City of Pleasanton, and Dublin San Ramon Services District (“retailers”)
- Untreated water supplier for agricultural & irrigation customers
- Groundwater basin manager
- Flood protection agency for eastern Alameda County

## III. Scope of Service

The Scope of Services for any contract award resulting from this RFP include pick-up/delivery, laundering and repair of Zone 7-owned garments including but not limited to work shirts, pants, jeans, lab coats, coveralls, FR pants/shirts, and jackets. All garments are industrial quality garments.

Laundry shall be picked up and delivered to (3) Agency facilities on a weekly basis.

Agency will additionally rent mats and shop towels in various sizes. Mats and towels to be replaced weekly.

See **Appendix F** for Specific Scope of Services.

## IV. RFP and Proposal Timeline

Request for Proposal (RFP) issued	August 15, 2017
Voluntary Pre-Proposal Meeting	August 22, 2017 at 11:00 a.m. PST
Deadline for Questions	August 25, 2017 by 4:00 p.m. PST
<b>Date proposals are due</b>	<b>September 11, 2017 at 2:00 pm PST</b>
Interviews, if applicable	TBD
Contract Negotiation and BAFO	September, 2017
Anticipated Award Announcement	September, 2017

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Anticipated Board Award  
Anticipated Commencement of Work

September/October 2017 (if applicable)  
October/November, 2017

### Explanation of Timeline

#### 1. RFP Issued

All information regarding this Request for Proposal can be obtained from the Agency website at: <http://www.zone7water.com/construction-business-opportunities> or contact Karen Bartels at [kbartels@zone7water.com](mailto:kbartels@zone7water.com) or 925.454.5039. The Agency will not be responsible for the completeness or accuracy of Request for Proposal documents retrieved from any other source than directly from the Agency.

#### 2. Pre-Proposal Meeting (Non-Mandatory)

The Agency is scheduling a non-mandatory pre-proposal meeting to discuss the requested services. The site visit will be on August 22, 2017 at 11:00 a.m. PST at the Zone 7 Water Agency, Administration Office, 100 North Canyons Parkway, Livermore, CA 94551. For those unable to attend you may call into 877.404.9752; Access Code: 8124065

Written questions submitted prior to the pre-proposal meeting and verbal questions received during the pre-proposal meeting will be addressed whenever possible at the meeting. All questions will also be answered and distributed to all Offerors through an RFP Addendum following the pre-proposal meeting.

#### 3. Deadline to Submit Written Questions

Submit all written questions by the deadline to RFP Contact Person. Questions submitted in any other manner or format is not acceptable.

#### 4. RFP Addendum Posted/Response to Written Questions

Answers to all questions received by the deadline and any material change to the RFP, will be listed on an addendum to the RFP and posted on the Agency's website at: <http://www.zone7water.com/construction-business-opportunities>. Additional written questions must be received by the Procurement Officer or other District Representative no later than two (2) days after the addendum is posted. The Agency, however, reserves the right to post additional addenda until the RFP closing date and time. Any written addendum issued before or during the Proposal time shall become a part of the Request for Proposal Document and shall be signed and attached to the Proposal and made a part of the Proposal submitted. Failure to submit the addendum(s), if any, may be cause for rejection of the Proposal. It is the Proposer's responsibility to indicate acknowledgement, sign, and return addendums with their response. The Agency reserves the right to reject any responses deemed to be non-responsive.

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### 5. **Submission of Proposal**

Proposals must be received no later than the deadline specified in RFP and Proposal Timeline. Proposals shall be submitted in a sealed envelope and clearly marked "Request for Proposal No. 2018-12 to:

Zone 7 Water Agency – Purchasing  
100 N. Canyons Parkway  
Livermore, CA 94551

Note: Late and/or unsealed submittals cannot be accepted. All bids, whether delivered by an employee of Offerer, USPS, Courier or package delivery service must be received and time stamped at the stated address prior to the time designated as the deadline. The Agency's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

Withdrawal of Proposals. A Proposer may withdraw its proposal at any time before the proposal deadline by delivering/sending a written request for withdrawal signed by, or on behalf of, the Proposer.

### 6. **Proposal Evaluation Period**

An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which Proposer(s) to move forward.

### 7. **Presentations/Interviews {If Applicable}**

At AGENCY's option, Proposer(s) may be required to perform a demonstration/presentation of their proposed solution. Demonstrations/presentations will be held on-site at an AGENCY location.

### 8. **Contract Negotiations and Best and Final Offer (BAFO)**

At AGENCY's option, one or more Proposer(s) may be selected to enter into final negotiations with the intent of award. Proposer(s) may be given an opportunity to provide a Best and Final Offer.

### 9. **Anticipated Award Announcement**

A formal written notice of intent to award letter will be sent to the selected Proposer(s). If the contract requires Board approval, then the letter will include notification of the anticipated date of the Board meeting for the item to be presented for approval.

### 10. **Contract Award by Board**

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The contract will become effective upon Board approval and based on the start date noted within the notice to proceed award letter issued by the Agency.

### 11. Commencement of Contract

It is anticipated that the contract will commence according to the RFP and Proposal Timeline. However, the Agency will issue a specific start date within the notice to proceed award letter.

## V. Proposal Requirements

**Agency Contact during Formal Proposal Process:** The Agency contact shall be: Karen Bartels, Buyer II; Phone: 925.454.5039; email: [kbartels@zone7water.com](mailto:kbartels@zone7water.com) during the formal proposal process.

**Time and Manner of Submission:**

An original plus two (2) copies of the proposal shall be submitted in hard-copy form (see below for instructions). Original proposal should be clearly marked and either loose leaf or in 3-ring binder, but not bound. No telegraphic, email (electronic) or facsimile proposals will be considered. Proposals shall be submitted to and received by Zone 7 Water Agency's Business Office no later than the Closing Time 2:00 p.m., Pacific Time, on September 11, 2017.

Proposals and the Proposer Price Proposal must be in separate sealed envelopes addressed to Zone 7 Water Agency - Purchasing and be marked "Sealed Proposal #2018-12 and be addressed as follows:

Zone 7 Water Agency – Purchasing  
100 N. Canyons Parkway  
Livermore, CA 94551

Proposals may be delivered between the hours of 8:00 AM and 5:00 PM (Pacific), Monday through Friday (excluding Agency holidays).

**Withdrawal of Proposals.** A Proposer may withdraw its proposal at any time before the proposal deadline by delivering/sending a written request for withdrawal signed by, or on behalf of, the Proposer.

### Confidential Business/Trade Secret Information

- i. Zone 7 believes that the public interest is served by securing the best quality work at the lowest price. Accordingly, we request information about your company's qualifications, past experience and other similar items. Under California law, if requested to provide a copy of your proposal to a third party, we will do so in order to comply with the California Public Records Act.
- ii. If you believe that any information that you will be providing to Zone 7 is confidential or is subject to protection as a trade secret, please clearly mark that information as confidential in

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your submittal. You may highlight the confidential information in yellow or otherwise mark it so that Zone 7 personnel clearly know that it is confidential or trade secret information.

- iii. Zone 7 will do its best not to disclose confidential or trade secret information that is clearly marked as such, but you should know that you bear the risk of marking the confidential/trade secret information sufficiently clearly so as to allow Zone 7 personnel to redact that information prior to providing it to a requestor. Zone 7 assumes no responsibility for any failure on your part to mark the information sufficiently clearly so as to allow our staff to redact the information at the appropriate time.

Prior to disclosing your proposal to a requestor, Zone 7 will provide you with reasonable notice of the request and reasonable opportunity to seek a protective order from a court of competent jurisdiction. Zone 7 will not contest your request for a protective order but will also not contest a request for your response to the request for proposals. Zone 7 will comply with any order regarding disclosure from a court of competent jurisdiction.

### **Proposal Format:**

It is the Agency's request that the proposals be brief and succinct. Appendices (A-D) to this proposal document are required to be included in the submitted proposal. If not included, the submitted proposal will be considered non-responsive. The proposal shall be submitted in the following format:

1. RFP Cover Page – (Appendix A)
2. Proposer's Company Information, References and Subcontractors (Appendix B)
3. Transmittal Letter and Executive Summary: Transmittal letter signed by authorized Proposer representative that briefly states the Proposer's understanding of the work to be done, the commitment to perform the work and irrevocable offer for 90 days from the closing date. The letter should provide an executive summary that describes the Proposer's interest in the services and a general description of the mandatory items for the scope of work as understood by the Proposer. The transmittal letter and executive summary shall be limited to no more than two (2) pages.
4. Responsible Project Manager and Core Team: List the Principal in charge and a concise statement of qualifications and experience applicable to each type of service that is to be provided. List the key staff and sub-contractors, if any, which will be assigned to provide the requested services in this RFP. Optionally, provide brief statements of qualification for individual members of the project team. (1-2 pages)
5. Copy of Contractors License: The Proposer must include a copy of any and all licenses required by law with their proposal.
6. Proposer's Company Work Process Information (Appendix C).

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7. RFP Exceptions: Provide properly completed Exception to Specifications/Sample Services Agreement (Appendix E). If Proposer has no exceptions, then Proposer must check the box, where indicated.
8. Proposer Price Proposal: Provide in a separate sealed envelope.

Please include the billable hour for time and materials per assigned project manager or employees OR final price at the bottom of your cost proposal as a total not-to-exceed amount to implement the proposal. The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to the complete the scope of services or expected number of hours with hourly rate.

### VI. Award, Protest and Agreement Execution

**Proposal Opening** - There will be no public opening of submittal proposals. All information regarding the bid responses will be held as confidential until such time as the Agency Selection Committee has completed their evaluation and, or if, an award has been made. Offerors' will receive award/non-award notifications(s) which will include the name of the Offerer to be awarded this project. In addition, award information will be posted on the Agency's "Contracting opportunities" website. After the evaluation process is concluded and a proposed intent to award determination is made, the notification of the proposed award will be provided to all proposers.

**Proposal Evaluation** - The Evaluation Criteria listed below will be used to evaluate all written proposals and demonstration/presentations. The proposal should give clear, concise information in sufficient detail to allow an evaluation. Selected proposer(s) may be required to make on-site oral and visual presentations or system demonstrations at the request of the Agency.

Proposals will be reviewed by a selection committee and evaluated based on the following criteria:

1. Proposer's Qualifications, Company Information and Experience
2. Understanding and Ability to Perform the Scope of Work
3. References and experience with similar projects
4. Cost Proposal – The overall total cost and/or potential revenues to the AGENCY will be considered and the degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

**Proposal Rejection** - The Agency reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the



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Agency. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

**Subcontracting** - If subcontracting is contemplated, this should be discussed in your proposal. No additional subcontracting will be allowed without the express prior written consent of the Zone 7 Water Agency.

**Preparation Costs** - Any proposal preparation and/or travel cost in regards to this proposal is the sole responsibility of the Proposer. All proposal documents; prints and any detailed drawings shall be the property of the Agency once submitted.

**Withdrawal or Modification of Proposals** - Proposals may be modified or withdrawn only by a written request received by the Agency prior to the Request for Proposal due date (Closing Date).

**Notification of Intent to Award** -The Agency will post a "Notification of Intent to Award" on the Agency website or e-bid system at least five (5) business days prior to awarding the agreement. In the event a Proposer elects to protest the Agency's selection, the protest must be submitted in writing in accordance with the Agency's protest procedures.

**Agreement Period** – The initial agreement period shall be one (1) for year beginning on Commencement date. The Agency can at its choice, exercise additional annual extensions for a total possible agreement period of no greater than four (4) years. No price increases shall be accepted during the initial agreement period. The Agency may cancel all or any portion of the agreement for any reason with 30 days written notice to Contractor.

**Insurance Requirements** - The successful Proposer(s) shall furnish the Agency proof of compliance with all insurance requirements as specified in the **Indemnity and Insurance Requirements** of this RFP Document.

**Execution of Agreement** - The Agreement shall be signed by the successful Proposer(s) and returned, together, with the required insurance forms within ten (10) calendar days after the Proposer(s) has received written notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of the Agency. No Proposal or Agreement shall be considered binding upon the Agency until the execution of the Agreement by the Agency Board of Directors and all conditions of the Agreement and or RFP have been met.

**Invoicing and Payment Process** - The Contractor will bill on a monthly basis based on work performed. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made after invoices are received, approved by the staff overseeing the work and the department has processed the payment. Payments will normally be made at the end of thirty (30) days unless other terms are

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specifically offered by the Contractor and accepted by the Agency. The Agency does not pay in-advance or for interest or fees for late payments.

**Agreement Extension** – At the sole discretion of the Agency, the Agency may, upon two months prior notice to the Contractor, extend the Agreement for two - four successive 12-month periods. Such extensions shall be under the same terms and conditions or as negotiated and revised in writing. At such time as the Agency chooses to exercise the option to extend the Agreement, the Contractor will be notified and requested to submit a written proposal detailing the next 12-months offered price for the agreement services. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the current period term. Any extensions shall be subject to agreement between the Agency and the Contractor and may require approval of the Agency’s Board of Directors.

**Agreement Price Adjustment Parameters** – To be eligible for an Agreement Extension, the price shall either remain the same as proposed or, upon mutual agreement, can be adjusted by the 12-Month percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor for the most current yearly comparison three months prior to the Agreement expiration dates. For example, if the Agreement expires in February the CPI comparison would be between the November CPI for that year and the preceding year.

Despite any changes in the CPI for any given twelve-month adjustment period, upward adjustment of Agreement amount shall not exceed 3 percent during any single twelve-month adjustment period.

### VII. Indemnity and Insurance Requirements

The awarded Proposer(s) shall comply with the insurance requirements set forth below. If selected, Proposer shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

**Minimum Limits of Insurance** -During the entire agreement time with the Agency, the awarded Proposer shall maintain limits no less than:

INSURANCE CATEGORY	MINIMUM LIMITS
Workers’ Compensation (WC) and Employers Liability	WC: California Statutory Minimum EL: \$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 combined single limit per occurrence coverage for bodily and personal injury and property damage

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Commercial or Business Automobile Liability	\$1,000,000 per occurrence (CSL) any auto bodily injury and property damage
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**Other Insurance Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The Agency, its officers, officials, employees, and volunteers are to be covered as insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 38 04 13), as a separate Owner's and Contractor's Protective Liability Policy, or on the Agency's own form.
2. For any claims related to this project, **the Contractor's insurance coverage shall be primary** insurance as respects the Agency, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

**Acceptability of Insurers** - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or otherwise acceptable to Agency.

**Verification of Coverage** - Contractor shall **furnish the Agency with original certificates and amendatory endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the Agency or on other than the Agency's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**Subcontractors** -Contractor shall require and verify all subcontractors maintain insurance subject to all of the requirements stated herein.

**Indemnification** - Contractor expressly agrees to defend, indemnify and hold harmless the Agency and its Directors, officers, agents, volunteers and employees from and against any and all loss, expenses, claims, suits, damages, attorney's fees, and other costs, including all costs of defense, which any of them arising out of or resulting from Contractor's, its

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associates, subcontractors, or other agents' negligent acts, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations or errors or omissions or willful misconduct in the operation and/or performance under this Agreement.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Agency or its directors, officers, employees, or authorized volunteers, in any such suit, action, or other legal proceeding. The obligations of the contractor shall not extend to the liability of the Agency, its directors, employees, arising out of or resulting from or in connection with the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications, providing that the foregoing was the sole and exclusive cause of the loss, damage or injury.

### **VIII. General Provisions (*See Appendix H – Sample Standard Agreement*)**

#### **IX. Definitions**

Agency: Zone 7 Water Agency (Agency) or its authorized representative.

Request for Proposal Documents: The document soliciting invitation for proposal and includes basic proposal information and contractual documents.

Offerer: a person, corporation, partnership, or other entity who submits a proposal.

Proposal Packet: All requested and required Request for Proposal Documents and forms submitted by the Proposer to the Agency.

Closing Time: The time and date deadline for submission of Proposal.

Contractor: Upon the Agency's award of the agreement a successful Proposer will become known as "Contractor".

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**APPENDIX A**

**RFP COVER PAGE**

<b>Name of Person, Business or Organization:</b>	
<b>Type of Entity:</b> (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
<b>Federal Tax ID Number:</b>	
<b>Contact Person – Name</b>	
<b>Contact Person – Address</b>	
<b>Contact Person – Phone Number (s)</b>	
<b>Contact Person – e-mail address</b>	

By signing this ***RFP Cover Page*** I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by Zone 7 Water Agency, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

**PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_

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**APPENDIX B – Bid Acknowledgement  
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Proposer understands, agrees, and warrants:

- 1) That Proposer has carefully read and fully understands the information that was provided by the Agency to serve as the basis for submission of this bid;
- 2) That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the bid being submitted;
- 3) That the bid constitutes an offer that shall be firm and irrevocable for 90 days from the deadline for submission offers.
- 4) That all information contained in the bid is true and correct to the best of B Proposer’s knowledge;
- 5) That by submission of this bid, the Proposer acknowledges that the Agency has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Agency permission to make said inquiries, and to provide any and all requested documentation in a timely manner; and
- 6) That submission of a bid shall constitute a representation by Proposer that it has visited and examined the work site, if applicable, and is relying on its own examination and knowledge of the site in making its bid, and not on any representation by Agency.

**Addenda**

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge addendum/addenda may be considered an irregularity in the proposal.

Addendum number(s) received:  1;  2;  3;  4;  5;  6;

Or,  \_\_\_\_\_ No Addendum/Addenda were received (check and initial)

By signing below, the submission of a bid shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, including examination/knowledge of the worksite (if applicable), and that they have read and understand the RFP. No request for modification of the bid shall be considered after its submission on the grounds that the Bidder was not fully informed as to any fact or condition.

Authorized Signature: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

Address: \_\_\_\_\_ Date: \_\_\_\_\_

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**APPENDIX C**

**Proposer Information, References and Subcontractors**

Company Name:	Address:
Owner, Principal Officer:	Headquarters Location/Date of Establishment
Email:	Website:
Phone:	Fax:

California Contractor License Number: \_\_\_\_\_, if applicable

Classification: \_\_\_\_\_

List other license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

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Have you ever operated this business under a different name? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain:

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List references of projects that your company is currently *working on or completed* in the last 5 years of similar size and scope of work for this proposal:

1. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_
2. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_
3. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Agreement Amount: \_\_\_\_\_ Agreement Start/End Date: \_\_\_\_\_

Subcontractors to be utilized, if applicable:

1. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Specialty: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_
2. Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Specialty: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

**On Going Legal Proceedings:** Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."



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### **APPENDIX D**

#### **Proposer Company Work Process Information**

As part of proposal, Proposers are requested to provide detailed responses for the following questions:

- 1) Please explain your company's ability and methodology to complete the scope of work.
  
- 2) Explain how service will be provided with timelines and proposed outcomes.
  
- 3) If not already covered above, please describe how the Zone 7 should communicate with your firm. This may include communications such as how employees would turn in a garment for a repair, or notify that a shirt came back with a new stain or button missing.

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**APPENDIX E**

**Exception(s) to Scope of Work/Sample Services Agreement**

We **have no** exceptions to the Scope of Work/Requirements

We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Zone 7 Water Agency no less than 10 business days prior to the closing date.

We **have no** exceptions to any other section of the Proposal Document.

We **have** exceptions to the Proposal Document stated herein shall be fully described in writing by the Proposer in the space provided below.

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**Appendix F -**

**Specific Scope of Services**

**Scope of Services**

- Contractor will provide weekly laundry services on Agency-owned garment
- Garment repair as needed
- Barcode each Agency-owned garment for laundering
- Weekly laundry pick-up and delivery
- Mat and Shop Towel rental
- Replace mats on weekly basis or as needed
- Replace towels as needed
- Contractor must supply bins to store soiled garments for pick-up
- Contractor will furnish all materials, labor services and special skills required to provide the service as described in these specifications.

**Locations**

There are 3 laundry pick-up/delivery locations:

Zone 7 – Admin. Building (NC)

100 N. Canyons Parkway  
Livermore, CA 94551

Del Valle Water Treatment Plant (DVWTP)

901 E. Vineyard Ave.  
Livermore, CA 94550

- Operations (Main Bldg.)
- Maintenance (Shop Bldg. below Main Bldg.)

Patterson Pass Water Treatment Plant (PPWTP)

8750 Patterson Pass Rd.  
Livermore, CA 94550

**Hours of operation**

Between the hours of 8 a.m. – 3 p.m.

**Lost or Damaged Garments**

Any lost or damaged Agency-owned garments will require repair and/or replacement by the Contractor to the satisfactory of the Agency.

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**Appendix G**

**Proposer Price Proposal**

The Proposer shall indicate the cost of laundering garments purchased by another contractor and owned by Zone 7. The quantities indicated below are estimates only. Should the Proposer need to provide a more detailed breakdown, please provide on a separate page.

The costs proposed shall include all materials, labor, tools, and other equipment necessary to the complete the scope of services.

Item	Qty per week	Cost (per garment per week)	Extended cost
Industrial Work Shirt, button down, poly/cot blend, long-slv.	1-5		
Industrial Work Shirt, button down, poly/cot blend, short-slv.	1-5		
Polo Shirt, poly/cot blend	1-5		
Jeans	1-5		
Pants, poly/cot blend	1-5		
Coverall (100% cotton & poly/cot blend)	1-5		
Fire Resistant Jeans	1-5		
Fire Resistant Shirt, long sleeve	1-5		
Fire Resistant Jacket	1-5		
Lab Coat, poly/cot blend	1-5		
Repairs, as needed (per garment)			
Stop Fee		\$ _____ per location (3)	\$ _____ 3 locations per week
Mat Rental			
3'x5' mat, black	6	\$ _____ per week	\$ _____ per week
4'x6' mat, black	12	\$ _____ per week	\$ _____ per week
3'x5' Scraper, black	1	\$ _____ per week	\$ _____ per week
Shop Towel Rental	200 lt	per week	



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## GENERAL TERMS AND CONDITIONS

1. **Services Agreement ("Agreement") Force and Effect.** District is not responsible for services rendered without the authority of an order on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal, counter-proposal or addendum supplied by Vendor. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Vendor and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement, and no modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior service agreements and other agreements between Vendor and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Vendor. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement. No part of this Agreement may be assigned or subcontracted without the prior written approval of the District. Vendor's acceptance of this Agreement certifies that goods and services sold and furnished to District by Vendor are produced and sold in conformity with all applicable federal, state and local laws, rules, ordinances and regulations.
2. **Independent Contractor.** Vendor, and any agents and employees of Vendor, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of District.
3. **Performance of Services/No Assignment.** Time is of the essence in the performance of the Services. Vendor represents that it possesses the skills necessary to perform the services ("Services") under this Agreement. Vendor will perform its Services in a skillful manner; comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit or waive Vendor's obligations under this Agreement.
4. **Delivery of goods/services.** No charges for transportation, containers, packing, etc. will be allowed unless so specified in this Agreement. Vendor agrees to deliver all items on this Agreement FOB Destination unless otherwise specified in this Agreement. FOB Destination shall mean that the Vendor pays all shipping costs, and title shall transfer to the District only upon receipt and acceptance by an authorized representative of the District. All articles furnished shall be subject to inspection by representatives of the District for defects or non-compliance with specifications. If Vendor shall fail to deliver as promised or delivers any article which does not conform to specifications, the District may, at its option, set aside the contract entered into with said Vendor, either in whole or in part, and enter into a new contract in accordance with law. Any additional cost or expense incurred by the District in making of such contract and any additional cost of supplying any article or articles by reason of the failure of the Vendor shall be paid by Vendor and his sureties, if any. District may delay deliver or acceptance of goods and Vendor shall hold goods pending District's direction at no cost to District. All shipments, shipping papers, invoices and correspondence must be identified with our Agreement Number. Invoices must have a unique identifying number. Over shipments will not be accepted unless authorized by Buyer.
5. **Warranty.** Vendor warrants that all goods or services furnished hereunder shall be merchantable and free from any defects in workmanship or material and suitable for its intended uses. Vendor shall indemnify and hold the District harmless from any breach of this warranty, and no limitations on District's remedy in Vendor's documents shall reduce this indemnification. Vendor shall extend all warranties it receives from its vendors to the District. This warranty is in addition to all warranties contained under the law. All work performed under this agreement shall be warranted for 12 months after acceptance by District of the work. Vendor shall promptly, at no cost to the District, repair, alter, or replace defective work to the reasonable satisfaction of District. Vendor warrants that the prices quoted hereunder are the lowest prices at which these or similar articles are sold by the Vendor to other customers. Any price reduction between execution of the Agreement and delivery of the goods shall be granted to the District. The District makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this Agreement.
6. **Phases and Performance Requirements.** Vendor shall maintain a quality control program to ensure quality services and deliverables. Time is of the essence of each and all provisions of this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto. Failure of District to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify Vendor in the event of breach, or the acceptance of or payment for any goods hereunder, shall not release Vendor of any of the warranties or obligations of this Agreement and shall not be deemed a waiver of any right of District to insist upon strict performance hereof.
7. **Payment.** District will only make payments against invoices which are: "ORIGINAL", "CUSTOMER COPY" or a copy of invoice that has been "CERTIFIED AS ORIGINAL" and which has been SIGNED BY an officer of Vendor with his/her title. Terms, if not otherwise specified herein, shall be Net 30 days. Cash discount and payment date will be computed from the date of acceptance of the Agreement (partial or complete) or receipt of invoices, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the District warrant or check. The District does not pay, and is not subject to, any late charges, fees or penalties of any kind.
8. **Compliance with Laws; Conflict of Interests.** Vendor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, collusion and conflicts of interest. Vendor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this purchase order to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Vendor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. The Vendor and his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with furnishing of materials and services listed herein. The definition of terms used, interpretation of this Agreement and the rights of all parties hereunder shall be construed under and governed by the laws of the State of California, including but not limited to the California Commercial Code. The exclusive venue for all litigation arising from or relating to this

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Agreement shall be in Alameda County, California.

9. **Compliance with Laws; Hazardous Materials.** Vendor shall comply with applicable environmental statutes, regulations and guidelines in performing the work under this Agreement, including laws on the disposal of hazardous wastes. Vendor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous substances or disposal of hazardous wastes during the course of performance of this Agreement. If any material or the ingredient of any material furnished by the Vendor is hazardous as defined by Federal or California statute, the Vendor shall provide to the District Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Rule 29 CFR 1919.1200. Vendor shall be solely responsible for all claims and expenses associated with the disposal of hazardous wastes or with the response to or removal of any release, including without limit, payment of any fines or penalties levied against District by any agency as result of such release. Vendor shall hold harmless, indemnify and defend District from any claims, suits, actions, costs or expenses arising from such disposal or release.

10. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Vendor during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Vendor will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

11. **Non-Discrimination Policy.** Vendor shall not discriminate against any employee or applicant for employment, nor against any SubVendor or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or **veteran's status, and shall comply with all applicable laws regarding non-discrimination and equal employment opportunity.**

12. **Indemnity/Liability.** The Vendor shall hold the District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret processes, patented or unpatented invention articles or appliances furnished or used under this Agreement. Vendor shall hold harmless, defend and indemnify the District, its Board of Directors, officers, employees and agents from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury, or personal injury, to any person or persons (including employees of Vendor or County) or damage of any property (including property of Vendor or District) which arises out of or is connected with Vendor's performance of this Agreement.

13. **Termination and Suspension.** District may terminate this contract in the event of a default by Vendor. In such event, District shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall hold District harmless from, any damages, costs, fees, and penalties occasioned by the Vendor's breach or default. District may direct Vendor to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Vendor for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Vendor may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay.

### APPENDIX C - INSURANCE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated \_\_\_\_\_ ("Agreement") between THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as ZONE 7 WATER AGENCY ("District") and \_\_\_\_\_ ("Vendor"), for the provision of professional services ("Services").

1. **Vendor's Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Vendor shall furnish to District satisfactory proof that Vendor has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A- or better, financial category size VII or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Vendor for which Vendor may be legally liable, whether performed by Vendor, or by those employed directly or indirectly by it, or by anyone for whose acts Vendor may be liable:

1.1 **Commercial General Liability Insurance** Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$1,000,000 each occurrence.

1.2 **Business Automobile Liability Insurance.** Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.

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1.3 Workers' Compensation Insurance. Workers' Compensation Employers' Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. Vendor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Vendor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

2. Insurance policies shall contain an endorsement containing the following terms:

2.1 Additional Insureds. On Vendor's Commercial General Liability policy and Automobile Liability Policy, Alameda County, Alameda County Flood Control and Water Conservation District, its Zone 7 Water Agency and their affiliates, directors, officers, officials, partners, representatives, employees, Vendors, subVendors and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above

2.4 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Vendor shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Vendor or any of its permitted SubVendors may be held responsible for payment of damages resulting from their operations. If Vendor fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Vendor under this Agreement.

END OF APPENDIX C