

LAS VIRGENES MUNICIPAL WATER DISTRICT

4232 Las Virgenes Road, Calabasas, California 91302



REQUEST FOR PROPOSALS

For

UNIFORM SERVICE

Proposal Issue Date

April 20, 2022

E-Mail Proposal Submittal Due Date

5:00 p.m.; May 9, 2022

Documents available online at:

www.lvmwd.com

LAS VIRGENES MUNICIPAL WATER DISTRICT

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
A.	General Information.....	1
B.	Background.....	1
C.	Timeline.....	2
II.	SCOPE OF SERVICES.....	3
A.	General.....	3
B.	Experience.....	3
C.	Samples.....	3
D.	Uniform Requirements.....	3
E.	Branding-Logo and Name patches.....	4
F.	Fittings.....	4
G.	New Garments.....	5
H.	Lost and Damaged Garments.....	5
I.	Uniform Allocation.....	5
J.	Deliveries and Pick-ups.....	5
K.	Garment Inspection.....	6
L.	Cleaning and Laundering.....	7
M.	Soiled Garment and Hanger Collection Receptacles.....	7
N.	Deletions.....	7
O.	Continuing Contractor's Responsibilities.....	7
P.	Uniform Point of Contact.....	8
Q.	Route Representative.....	8
R.	Additional Items.....	8
S.	Minimum Acceptable Level of Service.....	8
T.	Service Evaluation.....	9
U.	Delivery Locations.....	9
V.	Quantities.....	9
III.	PROPOSAL REQUIREMENTS.....	10
A.	General Requirements.....	10
B.	Submission of Proposals.....	10
V.	EVALUATION PROCEDURES.....	12

A.	Review of Proposals	12
B.	Evaluation Criteria	12
C.	Oral Presentation.....	13
D.	Final Selection	13
VI.	CONDITIONS GOVERNING THE REQUEST FOR PROPOSALS	13
A.	Right to Reject Proposals	13
B.	Receiving Time / Late Proposals	13
C.	Acceptance of Conditions Governing this RFP	14
D.	Incurring Cost	14
E.	Proposer’s Rights to Withdraw Proposal.....	14
F.	Sub-contractors	14
G.	Best and Final Offer	14
H.	Disclosure of Proposal Contents.....	14
I.	Manner of Payment	14
J.	Insurance	14
K.	Contract Documents	15

I. INTRODUCTION

A. General Information

The Las Virgenes Municipal Water District (LVMWD) is requesting proposals from qualified contractors to supply and service uniforms and related items for approximately 65 employees. A three-year contract for services from August 2022 – July 2025) with two additional one-year extensions is contemplated, subject to the annual review and recommendation of District staff. The proposals shall provide pricing for the three-year term and two potential additional one-year options.

There is no expressed or implied obligation for the District to reimburse responding proposers for any expenses incurred in preparing their proposal in response to this request. Any inquiries concerning the request for proposals should be addressed to Gretchen Bullock, Purchasing Supervisor GBullock@lvmwd.com.

To be considered, proposals must be received by **5:00 p.m. on May 9, 2022**.

Proposals must be emailed to: GBullock@lvmwd.com.

Proposals received after the above date and time will not be considered.

The District reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by key District personnel.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District, proposers submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

B. Background

Las Virgenes Municipal Water District (LVMWD) is a California Special District formed by local residents in 1958 to secure a reliable source of high-quality water for the portion of Los Angeles County located between the City of Los Angeles boundary at the west end of the San Fernando Valley, and to the Ventura County line to the west and north, and south to the coastal range that rises above Malibu.

LVMWD is organized under the Municipal Water District Act of 1911 (California Water Code 7100). A five-member board of directors, each elected by geographic divisions, provides

governance. Directors serve overlapping four-year terms, and every two years - concurrent with installation of the newly elected board – they select board officers. The board also selects a local representative from LVMWD to serve on the Board of Directors of the Metropolitan Water District of Southern California.

The LVMWD service area includes the cities of Agoura Hills, Calabasas, Hidden Hills and Westlake Village, and adjacent unincorporated portions of western Los Angeles County.

The District has approximately 65 uniformed employees in four different locations, three in Calabasas and one in Westlake Village. In a two week period employees typically work 9 days. Dependent on position each employee is issued 11 or 13 shirt/pant uniform sets. In addition to the standard uniform set employees are issued jackets, lab coats, and coveralls as needed. Bath towels, shop rags, and rubber backed mats are also provided under the uniform contract.

C. Timeline

The following is a proposed timeline. Your proposal must include a detailed schedule of milestones that allow for the implementation of the new uniforms; including installation of proposer-owned required equipment.

Activity	Date
RFP Issued	April 20, 2022
Request for Information “RFI” Deadline	May 3, 2022
Addendum Issued & Posted on Website (responses to RFI questions) if applicable	May 5, 2022
Proposal Due Date	May 9, 2022
RFP Evaluation committee/Presentations	May 9-27, 2022
Samples and Presentations (if needed)	TBD
Formal Award by LVMWD Board	June 21, 2022
Contract Completed	July 1, 2022
Kick Off Meeting	TBD
Milestones:	
Fitting/measuring of employees	July 11-15, 2022
Delivery of new garments & equipment	Last week of July
Weekly service implemented	First week of August

The selected proposer will prepare an implementation plan which may be presented verbally and/or in writing.

II. SCOPE OF SERVICES

A. General

The District is seeking proposals from qualified firms to furnish, launder, repair, and deliver work uniforms and related supplies on a weekly basis for various departments at four locations for an initial term of three years with two possible one-year renewal terms.

B. Experience

Vendor must have a minimum of five (5) years' experience providing similar services as requested in this RFP for at least 3 companies/agencies with a minimum of 100 employee participants.

C. Samples

Literature with illustrations of proposed garments must be included with proposal submittal. Proposers may be required to provide sample garments, color/fabric swatches and style choices. Samples must be representative of the quality, material, and workmanship for each item that the vendor is proposing to furnish if awarded a contract. If samples are requested, each sample must be identified with the Proposer's name securely and conspicuously affixed to each garment. Failure to submit Proposal samples within five (5) calendar days of the request may disqualify your proposal.

D. Uniform Requirements

Uniform Set is described as consisting of one (1) pant or short and one (1) shirt.

Pants are required in both men's and women's styles in navy blue polyester/cotton "Blend", denim "Jeans", and Flame Resistant jeans "FR". Women's and men's pants to be zipper fly, with two (2) front and two (2) back pockets, no cuff. The standard navy blue color must be available in the polyester/cotton blend and cotton jeans. Pants must be available in standard waist sizes up to 50". Note any additional cost for sizing above 50" on cost schedule.

Shorts are required in both men's and women's styles in navy blue. Women's and men's shorts to be zipper fly, with two (2) front and two (2) back pockets, no cuff, Bermuda style length, and polyester/cotton blend.

Shirts are required in both men's and women's styles in blue and white; Flame Resistant "FR" shirts shall be blue. Shirts are to be button down front; and available in both short and long sleeve, with two (2) breast pockets and straight cut hems. Snaps are not acceptable. The standard light blue color must be available in polyester/cotton "blend", FR cotton, and Hi-Visibility Stripe "Hi-Vis" styles. Shirts must be available in sizes small through 6XLarge.

Laboratory Coats are to be available in button and snap front closure. Long sleeve with 2 breast pockets and 2 lower pockets. Laboratory coats must be available in polyester/cotton blend.

Coveralls are to be listed as a District owned item for laundering. Coveralls are to be one (1) piece construction, available in button, zipper and snap front, long sleeves, with pockets. Coveralls must be available in polyester/cotton blend. For the purposes of evaluation list both a purchase price and a weekly laundering fee. .

Jackets will be purchased from the proposer by the District and laundered by the proposer. Jackets are to have quilted lining, front zipper, 2 front pockets (no flaps), 1 sleeve pocket, and be navy blue in color. Jackets require the same “Branding” as the uniform shirts. Jackets must also be available in Flame Resistant and Hi-Visibility Stripe styles when required.

Mats, towels, and wipes are needed in addition to the uniform items listed above. The various size mats, full size bath towels, and 18” x 18” bagged wipes will be provided by the proposer on a weekly rental basis. Refer to section V. *Quantities* for a complete listing.

E. Branding-Logo and Name patches

It is the responsibility of the awarded vendor to supply all patches. Each shirt will have a 3 ¼” wide oval patch with the District logo. The patch must be of a cotton-polyester construction and will be sewn over the left breast pocket. In addition, a 3” wide embroidered patch of the same construction indicating the first name (or requested name) of the employee will be sewn over the right shirt pocket.



F. Fittings

Upon award of contract and prior to the commencement of the contract, the awarded vendor must provide new and unused uniforms for all employees required to wear a uniform regardless of size or special fitting requirements. It is anticipated that uniform fittings will begin July 2022.

The vendor must measure employees to insure that correct uniform sizes are provided. The vendor must also make such additional adjustments to sleeve and leg lengths and/or waist measurements as may be necessary to maintain proper fit during the term of the contract. The vendor must provide replacement uniforms at no extra cost when an employee's size changes. The vendor will provide revised sized garments within two (2) weeks of notification to the vendor by the District.

The District will not accept men's-cut clothing for female employees unless requested by that employee. Women's-cut garments must be readily available.

All rental garments will remain the property of the vendor. The District will return uniforms to the vendor for employees that have terminated employment with the District.

G. New Garments

New garments must be provided for all employees at the beginning of the contract and for new employees as hired within two weeks of order. Thereafter, every two-year period the vendor is to replace garments with new and unused garments for all employees. Previously worn/used garments are not acceptable.

H. Lost and Damaged Garments

Lost Garments—all garments lost or misrouted during laundering must be replaced by the vendor within one (1) week. Lost garments must be replaced with new and unused garments at no additional charge to the District.

Damaged Garments—all damaged garments that have been taken out of service and charged to the District are to be disposed of by the vendor. All damaged garments must be replaced with new and unused garments within one (1) week.

The District will pay the depreciated cost for each garment that has been lost or damaged by the District. Such payments will be made based on the established depreciation schedule, to be filled out by vendor Proposal Submittal Section of this RFP document.

I. Uniform Allocation

Each employee will be furnished eleven (11) or thirteen (13) Standard Uniform Sets (pant and shirt). Jackets, lab coats and coveralls will be requested as needed throughout the contract period.

J. Deliveries and Pick-ups

The same quantity of shirts, pants, lab coats, jackets, and coveralls that are picked up one week, must be returned the following week. There will be no exceptions to this requirement.

Each employee's set of uniforms must be individually hung on hangers, shirt over pants, or shirts and pants hung separately on hangers.

Soiled uniforms must be picked up at the same delivery locations. The identification tags on the uniforms **must** include the in-service date for the garment, as well as the appropriate employee information. A sample of the identification tag must be attached to the proposal submittal with an explanation of how to read it. All delivery receipts/invoices must indicate the name of the employee for whom uniforms are being furnished and be grouped by individual department/division.

The vendor is responsible for physically counting each item picked up weekly for laundry service or item exchange and said count must be checked against the count of items being returned to the District. This verification process for weekly count must be worked out and agreed upon between the Route Representative and the Department/Division designee after award of contract.

Each delivery/pickup stop must receive a control report for that stop listing each employee's first initial and last name in alphabetical order. The report must indicate the number of soiled garments picked up and the number of cleaned garments delivered for each employee. A copy of the control report must be given to the Department/Division designee for that stop. An exception report must also be given to the Department/Division designee for that stop listing items not returned in the normal weekly exchange. If the vendor fails to deliver the control report or exception report documentation, the District will not be held responsible for the lost/damaged garments.

Deliveries will be made on the same day each week between the hours of 7:00 a.m. through 11:00 a.m. It is left to the Vendor's discretion to select Tuesday, Wednesday, or Thursday, as a delivery day and specify the delivery day in their proposal. **Monday or Friday deliveries are not acceptable.** If a holiday falls on a scheduled delivery day vendor must make delivery on the day proceeding the holiday. Vendor must provide the District with at least two (2) weeks advance notice of new delivery date for that week. Notification must first be made to the District Purchasing Division. The District reserves the right to change the delivery day at any time during the contract. Such notice will be given to vendor no less than 60 days prior to said change.

Deficiencies for single items will be corrected within one (1) week after notification. Deficiencies may include but are not limited to: incorrect size, wrong deliveries, incomplete returns, unrepaired, and wrinkled or dirty items. Deficiencies for multiple items for one employee or additional items such as towels must be corrected within two business days. The District Reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the time periods established in this RFP.

K. Garment Inspection

The vendor is responsible to check each garment for missing buttons, snaps, hooks, regular wear and tear, stains, or damage and take appropriate action to correct these items when found before returning the garment to the District within two (2) weeks.

L. Cleaning and Laundering

All garments must be cleaned in non-flammable solvents and delivered in a completely clean and sanitary condition, in strict accordance with local, County and State Public Health Agency requirements. All cleaning fluids used must be completely removed by using a thorough rinse and dry process. Delivered uniforms must be free of odor and not cause skin irritations. Delivered garments will be free of all removable stains and be unwrinkled, except for unavoidable fold marks. Garments will be relatively free from wrinkles and attractive in appearance.

Garments must be sorted and bundled by employee for ease of distribution. Each garment must be hung on a separate hanger.

Uniforms must be mended as necessary, however repair patches over one inch in size will not be accepted. Tear patching must not be noticeable from a distance of two (2) feet. All repairs will be at no additional charge to the District. Garments deemed by the vendor to have excessive wear and tear must not be taken out of service and charged for without prior authorization from the Department/Division Liaison.

Cleaning and laundering services shall apply to all rented garments as well as agreed upon District owned items, i.e. jackets and coveralls.

M. Soiled Garment and Hanger Collection Receptacles

Vendor will supply a collection rack for empty hangers and a hamper, locker, or bag for soiled garments at each delivery point.

N. Deletions

The Department/Division designee will return all work garments from a terminated employee, and inform the route representative of the termination. If the District is unable to return the garments, the employee's supervisor will authorize payment at a depreciated loss charge.

O. Continuing Contractor's Responsibilities

The Vendor will retain ownership of all rental garments for the term of the agreement. Payments for losses will be based on a depreciation schedule, as provided in these specifications.

Vendor must furnish only new garments that meet the District's accepted standard of appearance. Vendor will make all repairs due to normal wear and tear. The nature of a "work" uniform suggests hard use and accelerated wear of the garments. Therefore, it is the position of the District that "damage" will occur in the normal wearing of a work uniform and replacement with a new uniform is a normal consequence. Each Department/Division designee will determine acceptability of uniform appearance. It will be mutually agreed that normal wear and tear includes non-willful damages incidental to

working conditions where acids, flames, grease, and similar hazards are usually present. Vendor will deliver new replacements for unsatisfactory garments on the next routine delivery.

P. Uniform Point of Contact

The District's Purchasing Division is the point of contact for the District's uniform program. All notifications for things such as holiday schedule changes, and general correspondence must be made first to the Purchasing Division by email to gbullock@lvmwd.com or by telephone (818) 251-2115. After notification to the Purchasing Division, the Vendor may disseminate information to the Department/Division contact. The District's Department/Division contact will be the point of contact at each individual delivery site for immediate contact during deliveries.

Q. Route Representative

The awarded vendor must assign a consistent Route Representative to the District's account. The Route Representative is considered a key on site coordinator who must perform duties responsibly, professionally and courteously with attention to detail and have the ability to follow through and handle problems promptly. The Route Representative is responsible to make sure that all uniforms picked up are delivered the following week. There may be multiple District departments/divisions that wear the same color shirt and/or pant. Special attention is required of the Route Representative to ensure that uniforms are delivered to the appropriate District department/division location.

Vendor must provide the mobile phone number for the Route Representative. Route Representative must at all times while on District property wear a uniform, badge or other means of identification established by the vendor.

The Route Representative must be competent and skilled for the work under this contract. If, in the opinion of the District, this individual is found viewed as incompetent or disorderly, refuses to perform in accordance with the specifications, terms and conditions of the contract, threatens or uses abusive language while on District property, or is otherwise unsatisfactory, that employee must be removed from all work under this contract.

R. Additional Items

Additional Items and services may be added at any time during the term of the agreement by the issuance of a change order. Pricing for additional items not specifically listed in this RFP will be negotiated prior to the change being sent to the vendor.

S. Minimum Acceptable Level of Service

The minimum acceptable level of service for this contract will be a 98% performance of each delivery to each department/division employee. Satisfactory performance will

include no shortages, repairs completed, loss/damage replacements, clean and presentable uniforms etc. The vendor may be assessed a \$50.00 penalty for each unacceptable delivery below the 98% performance level. The vendor may also be assessed a \$30 penalty for each employee with multiple item deficiencies on a single delivery. The District will determine such non-acceptable level of service and will notify the Customer Service Manager of any short fall in service and the assessment amount will be deducted from the invoice.

T. Service Evaluation

Service will periodically be evaluated (annually or more often when necessary) on the basis of accurate item counts, complete deliveries, repairs made in a timely and professional manner, accuracy of billing, cleanliness of garments, resolution of problems, responsiveness of the vendor's Route Representative and Customer Service Manager. This evaluation may include a survey of the delivery stop personnel as well as the District's Accounts Payable Staff. The vendor will be contacted in writing by e-mail of any problems identified in this evaluation review or during quarterly meetings. If the vendor fails to correct a problem in the allotted time frame or if the vendor has been given notice of a problem more than 3 times in a 30 day period, this may be cause for termination.

U. Delivery Locations

The District has four (4) delivery locations, three (3) located in the City of Calabasas and one (1) in the City of Westlake Village. Three (3) of the locations have multiple drop sites. Drop sites consist of 1-2 locker rooms; vestibule/mudroom with built in hanging storage rack and a shelf for towels. Location addresses are listed below:

Las Virgenes Municipal Water District-Operations
4232 Las Virgenes Road
Calabasas, CA 91302

Tapia Water Reclamation Facility
731 Malibu Canyon Road
Calabasas, CA 91302

Rancho Las Virgenes Composting Facility
3700 Las Virgenes Road
Calabasas, CA 91302

Westlake Filtration Plant
32601 Torchwood Place
Westlake Village, CA 91361

V. Quantities

The number of garments and styles may change after award of proposals and during the contract period. In any case, the unit price shall remain the same as the original

proposal. The table below list the current quantities by site location and group for the basic uniform sets (pant/shirt). Jackets (2 max per employee), coveralls (2 max per employee), and lab coats (3 max per employee) quantities are not shown as they are not used by every employee.

Location/Group	Employee Count	Sets	Total Sets	Pants			Shirts		
				Jeans	PolyBlend	FR Jeans	PolyBlend	FR	Reflective
4232 Las Virgenes Rd									
Water Systems	7	11	77	x			x		
Facilities Maint (FR)	9	11	99			x		x	
Construction	6	13	78	x					x
E&I (FR)	6	11	66			x		x	
Field Customer Service	8	11	88	x			x		
Cross Connection/Backflow	2	11	22		x		x		
Warehouse	1	11	11	x			x		
Technical Services Support	2	11	22	x			x		
3700 Las Virgenes Rd									
Compost Operations	7	13	91		x		x		
731 Malibu Canyon Rd									
Water Reclamation (Plant)	8	13	104		x		x		
Water Quality (Lab)	6	11	66		x		x		
32601 Torchwood Pl, Westlake Village									
Treatment	3	11	33	x			x		
	65		757						
FR=Flame Resistant									

III. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the request for proposals and the subject of the proposals must be made via email to: gbullock@lvmwd.com. Inquiries must be received by May 3, 2022.

Answers to questions received will be posted online at www.LVMWD.com. It is the proposer’s responsibility to ensure that they access and review any questions and answers posted. The District is not responsible to notify individual potential proposers of the availability of questions and answers beyond this notice.

CONTACT WITH PERSONNEL OF THE DISTRICT OTHER THAN ABOVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Addendums – The District may post Addendums to this RFP online at the District’s website (www.lvmwd.com). It is the proposer’s responsibility to access any addendums and ensure that stated requirements are met.

B Submission of Proposals

***The following material is required to be received by 5 p.m.,
May 9, 2022 for a proposing firm to be considered:***

Proposals must include the following:

1. Title Page

Title page showing the request for proposals' subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

2. Table of Contents

3. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 90 days.

4. Personnel

Describe the staffing model your firm will use to fulfill the Scope of Work. Provide listing of all key personnel who will be assigned to the District such as the route manager. Any changes to the key personnel must be approved by the District prior to award.

5. References

List a minimum of three (3) references for whom comparable services were provided. Provide names and **current** contact information as well as a summary of services provided.

6. Qualifications and Experience

Describe your firm's qualifications to complete this Scope of Work. Explain why your firm is the best to deliver this Scope of Work and provide examples of your firm's work.

7. Detailed proposal

The detailed proposal should follow the order in Section II – Scope of Services and should provide sufficient detail to understand how the scope will be accomplished. Include literature with illustrations of proposed garments.

8. Costs

Costs proposals must be submitted on the District provided Price Proposal Submittal form, Attachment A. Complete all sections of the price schedule, a unit price and an extended total for each item listed in Section II – Scope of Services is required. Any cost not explicitly proposed will be ineligible for payment. Cost proposal must be DocuSigned by authorized individual of proposer.

V. EVALUATION PROCEDURES

A. Review of Proposals

Proposals submitted will be evaluated by key District personnel. The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposal evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

- a) The firm has no conflict of interest with regard to any other work performed by the firm for the District.
- b) The firm adheres to the instructions in this Request for Proposals on preparing and submitting the proposal.

2. Qualifications

- a) Quality of the product offered, including expected lifetime.
- b) The firm's past experience and performance on comparable contracts. Demonstrated results of projects with similar Scopes of Service.
- c) Proposed timeline from contract inception, employee fittings, to delivery and implementation, including but not limited to timeline to remedy vendor error.
- d) Quality of the plan and approach to complete the Scope of

Services.

- e) Quality of the firms invoicing methods and methods for resolving discrepancy.
- f) Length of the initial contract period offered by firm.
- g) Ability of the firm to provide selected items for rent and sale as well as launder District owned items such as jackets.

3. Costs:

Cost of completing the required Scope of Services. The District will select the firm with the highest overall ranking after considering both technical qualifications and price. For this RFP, Technical Qualifications will have a higher weight than Price.

C. Oral Presentation

During the evaluation process, the District may, at its sole discretion, request any one, all, or no firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the District may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

The District will recommend a contract to the Board based upon the recommendation of District staff reviewing the proposals.

VI. CONDITIONS GOVERNING THE REQUEST FOR PROPOSALS

A. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right without prejudice to reject any or all proposals.

B. Receiving Time / Late Proposals

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the District prior to the proposal closing time. Late proposals will not be considered. All responses must be received by the District's email server by the deadline. The District is not responsible for lost or misdirected emails.

C. Acceptance of Conditions Governing this RFP

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

D. Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer. Any cost incurred by the proposer for set up and demonstration or for interviews shall be borne solely by the proposer.

E. Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. Any request must be submitted in writing.

F. Sub-contractors

Use of sub-contractors must be clearly explained in the proposal and identified by name. Prime contractors shall be wholly responsible for the entire performance whether or not sub-contractors

G. Best and Final Offer

The District reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the District. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

H. Disclosure of Proposal Contents

The All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

I. Manner of Payment

The District shall make one monthly payment to selected proposer within thirty (30) days of receipt of the final invoice submittal or delivery of services for each month, whichever is later. It is left to the Proposer's discretion to invoice weekly or monthly.

J. Insurance

Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation laws, and such liability insurance as will protect against claims for

damages for bodily injury, including death, and damages to property in accordance with the terms of the Agreement. Coverage of which is to be no less than \$1,000,000/\$2,000,000 per occurrence/aggregate, properly endorsed naming “Las Virgenes Municipal Water District, its officers, employees, and agents as additional insured”, boilerplate terminology such as “where required by written contract” or “certificate holder” will not be accepted. Proposer shall maintain evidence of coverage in an updated form during the term of the Agreement.

K. Contract Documents

Upon final selection the successful proposer will be **required to sign the District’s Service Agreement, Attachment B**. The contract Documents will consist of this RFQ; the successful proposer’s completed and signed RFP Response Form. The contract resulting from the RFP shall be subject to the terms and conditions as provided within the RFP in an updated form during the term of the Agreement. **The District does not sign contracts generated by vendors**. Any additions or deletions to the District’s standard service agreement must be stated in proposal submittal.