



## **REQUEST FOR PROPOSAL**

## **EMPLOYEE UNIFORM SERVICES**

**SOLICITATION NO: OP-SV-19-010**

Sonoma-Marín Area Rail Transit District (SMART)  
5401 Old Redwood Hwy., Ste. 200  
Petaluma, CA 94954  
Tel: (707) 794-3330

### **Contact Person**

Paul Fenimore – Administrative Analyst  
pfenimore@sonomamarintrain.org  
(707) 794-3068

**REQUEST FOR PROPOSAL ISSUED: JANUARY 27, 2020**

**DEADLINE FOR PROPOSALS: FEBRUARY 21, 2020 BY 2:00 PM (LOCAL TIME)**

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# **1. INTRODUCTION AND GENERAL INFORMATION**

## **1.1 Introduction and Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is a government agency that operates passenger rail service between North Santa Rosa in Sonoma County and Larkspur in Marin County with service to Windsor coming on line in the near future.

SMART provides uniforms for each person who is required to wear one while on duty. SMART uniforms designate and identify employees as members of the District's working groups so that they can be recognized by the public. Each uniform's condition reflects directly on the organization itself.

SMART is seeking proposals from qualified, reliable Uniform Service Providers (Service Provider) to provide employee uniforms, shop towels, glass towels, and to pick up, launder, press as needed, and return the rented uniforms to three locations on a weekly basis. Service Provider shall provide uniform repair, embroidery, and other ancillary services as requested.

## **1.2 Scope of Services**

Refer to Exhibit A "Scope of Services" within Attachment A "Service Agreement" for detailed scope. This begins on page 37 of this document.

## **1.3 Term of Agreement**

The term of this Agreement shall be two years with three additional one (1) year options to renew thereafter at SMART's discretion.

## **1.4 Designated Points of Contact**

All communication during the Proposal process with the District shall be with the District's Contact Person identified below. Proposers shall direct all questions, correspondence, e-mails, or facsimile inquiries regarding this Request for Proposal (RFP) to:

Sonoma-Marín Area Rail Transit District (SMART)  
Attn: Paul Fenimore, Administrative Analyst  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
Telephone: 707-794-3068  
Email: [pfenimore@sonomamarintrain.org](mailto:pfenimore@sonomamarintrain.org)

The Proposer shall provide in its Proposal cover letter the name, address, phone number, and email address of its designated point of contact for the Proposal process.

### 1.5 Rules of Contact

Proposers are advised that no correspondence or information from the District, or anyone representing the District or the proposal process regarding the RFP, shall have any effect unless it is officially issued as an addendum by the District's contact person. The following rules of contact shall apply during the RFP process:

- A. Proposers shall correspond or communicate with the District regarding this RFP only through the District's contact person and the Proposer's designated point of contact;
- B. Proposers shall not contact District employees or officials regarding the RFP, except through the process identified above;
- C. Proposers shall not contact any person serving on an evaluation team or selection committee regarding this RFP;
- D. Any communications from the Proposers determined to be improper, at the sole discretion of the District, may result in disqualification of the Proposer;
- E. The District will not be bound by any oral exchange or any other information or exchange that occurs outside the official process specified herein;
- F. Proposers are requested not to contact Stakeholders identified in this RFP

### 1.6 Proposer Questions and Responses to Questions

Proposers shall direct all comments, questions, inquiries, requests for information, requests for clarification and other communications regarding the RFP in writing to the District's contact person. **Questions shall be submitted in writing** and will reference the section of the RFP, Contract, or other document when submitting request. All questions must be submitted no later than the date specified in the "Tentative Procurement Schedule" reference in Section 3 "Instructions to Proposers".

The District may, in its sole discretion, choose whether or not to respond to questions received. If the District chooses to respond, it may respond by a written response to the Proposer, or by a written Addendum to the RFP Documents. **Any response that the District may choose to make will not alter the RFP unless it is incorporated into an Addendum.**

If a Proposer fails to notify the contact person at least seven (7) days prior to the date for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the Proposer shall submit a Proposal at its own risk. SMART reserves the right not to consider requests for clarification. Any changes or modifications to the RFP within the timeframe will be issued as an Addendum.

### **1.7 Addenda**

The District reserves the right to issue Addenda at any time during the period of the procurement. Any such Addenda will be bound into and included as part of the awarded Contract, as appropriate. The District will post Addenda on its website. Proposers will be notified of Addenda by email as long as they are registered on SMART's website. Proposers shall be responsible for providing copies of any Addenda to their Subcontractors. Persons or firms that obtain the RFP from sources other than the District bear the sole responsibility for obtaining, from such sources any Addenda issued by the District for the RFP. The District will not be bound by any explanation, clarification, or interpretation, oral or written, regardless of who made it, that is not incorporated into the Contract Documents by an Addendum.

## **2. LEGAL, CONTRACTUAL AND FINANCIAL INFORMATION**

### **2.1 Proposal and Accompanying Documents**

- A. Addenda: Receipt of all Addenda (Attachment B) must be completed and submitted with proposal.
- B. Signing of Proposal: The Proposal shall be signed by all parties making up the Proposer. If the Proposer is a corporation, the Proposer shall be signed by an authorized officer of the corporation; if the Proposer is a partnership, the Proposal shall be signed by a general partner having the power to bind the partnership contractually; if the Proposer is a Joint Venture, the Proposal shall be signed by all equity members of the Joint Venture; or if the Proposal is signed by an attorney in fact for a corporation or partnership, a power of attorney shall be submitted with the Proposal. A Proposal not properly signed may be rejected as irregular and unauthorized.

## **2.2 Conflict of Interest**

Depending on the nature of the services performed, Service Providers are subject to the same conflict of interest prohibitions that apply to District employees. These include, but are not limited to, the requirements of California Law (including Government Code Sections 1090 et seq., and 87100 et seq., and Title 2, Division 6 of the California Code of Regulations). The District reserves the right to disqualify any Proposer under the RFP if the District, in its sole discretion, deems that the potential conflicts of interest is likely to impair or restrict the Proposer's ability to furnish services contemplated within the Scope of Services for the Contract.

At the time of submitting a Proposal, Proposers shall disclose to SMART any and all potential organizational conflicts of interest. SMART will evaluate potential conflicts on a case-by-case basis. A Proposer may be required to share its work product prepared under any task order issued under this contract with all other Proposers on future contracts related to the task, establish a personnel firewall in the performance of future services, and/or take other measures it deems appropriate. By responding to this Proposal, Proposer agrees to facilitate SMART's efforts to share information, and agrees to comply with any other measures required by SMART to mitigate or eliminate conflicts of interest.

## **2.3 Confidentiality**

The issue of confidentiality will be stressed during the entire evaluation and selection process. The District recognizes that the integrity of any contracting process is critical to the fairness and the confidence that Proposers and the public have in a public agency. Therefore, to the extent consistent with the requirements of applicable law, the deliberations of the evaluation committee will be held in the strictest confidence, and all information provided by Proposers or generated by the evaluation will be safeguarded until the Notice of Intent to Award has been issued.

## **2.4 Insurance**

### **Minimum Insurance Limits:**

1. Workers' Compensation Insurance – As required by the State of California with Statutory Limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance - \$1,000,000 per occurrence and \$2,000,000 aggregate.

3. Automobile Liability Insurance - covering bodily injury and property damage in an amount no less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Refer to Attachment A "Service Agreement" for specific insurance language required to be included and maintained by Service Provider.

## **2.5 Public Disclosure**

All written correspondence, exhibits, photographs, reports, printed material photographs, tapes, electronic disks, and other graphic and visual aids submitted to the District during this procurement process, including as part of the response to this RFP, are, upon their receipt by District, the property of the District and are subject to the California Public Records Act (Chapter 3.5, commencing with Section 6250, of Division 7 of Title I of the Government Code) (the "Act"). Except for the uniform samples discussed below, none of the aforementioned materials will be returned to the submitting parties. Respondents should familiarize themselves with the provisions of the Act. In no event shall District, or any of its agents, representatives, Service Providers, directors, officers, or employees be liable to any Proposer for the disclosure of all or a portion of a Proposal submitted under this RFP.

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### 3. INSTRUCTIONS TO PROPOSERS

#### 3.1 Proposal Submission Process

The Due Date for Proposals is February 21, 2020, by 2:00 p.m. (Local Time). The Proposal due date is subject to change. If the Proposal Due Date is changed, an addendum will be issued and posted on SMART's website. Proposals received after 2:00 p.m. will be rejected and disallowed.

**Proposals submitted via FAX or EMAIL will be rejected and disallowed.**

The District accepts proposals that are hand-delivered or mailed and received by SMART no later than 2:00 p.m. (Local Time) on February 21, 2020.

Proposals shall be prepared using the following format:

Part	Contents
A	Letter of Transmittal
B	Service Understanding
C	Organization Structure
D	Service Approach
E	Prior Experience
F	Required Certificates and Forms
G	Sample Garments
H	Cost Proposal

Proposals shall be limited to 20 single-side pages (8.5"x11" using 12-point Arial font), excluding forms to be completed as provided in this RFP in Part F, and shall not contain any unnecessary promotional materials. Ledger-size pages (11"x17") may be used if necessary, to more clearly communicate graphics, etc. Additional material such as resumes, company brochures, case studies of representative experience, etc. may be included in an appendix. However, appended material will not necessarily be considered in evaluating the Proposal.

**Five (5) hard copies of the PROPOSAL are required, along with one (1) electronic copy on a USB stick in PDF format. Please see Part G below regarding sample garments.**

## **PART A. LETTER OF TRANSMITTAL**

The letter of transmittal, not exceeding two pages, shall be addressed to SMART's contact person, Paul Fenimore, Administrative Analyst, at the address on the cover of this RFP, and should:

- Designate a single Point-of-Contact for the Proposer. Include a telephone number, e-mail and mailing addresses.
- Provide a summary of the statement of qualifications, including selected highlights of experience.
- **Include a statement that, if selected, the Proposer accepts the terms and conditions of SMART's "Service Agreement" included as Attachment A to this RFP.**
- Be signed by an officer who is duly authorized to obligate the firm and sign a contract that may result from this solicitation.

## **PART B. SERVICE UNDERSTANDING**

This section shall include a brief narrative of the unique aspects of the Service and should demonstrate the Proposer's understanding of the specific issues, risks and requirements of the Service.

## **PART C. ORGANIZATION STRUCTURE**

This section shall discuss how the Proposer will organize, in a coordinated manner, with the SMART team and perform the services outlined in Exhibit A "Scope of Services" within Attachment A "Service Agreement".

Key Personnel shall be identified in this section. Key personnel must include a dedicated account representative who manages program details, invoicing, and contract management. Include how long this individual has been with the company and a brief description of their experience.

## **PART D. SERVICE APPROACH**

This section will succinctly describe the Proposer's approach for addressing the required work in order to achieve SMART's objectives for the Service, including:

- Refer to Exhibit A "Scope of Services" within Attachment A "Service Agreement" on page 37 of this document for a complete description of the tasks required and provide a detailed task breakdown for each.

- Describe the management approach for effective communication.
- Describe quality control, cost management, and problem resolution methods.
- Describe garment replacement program, if any, (e.g., how and when are determinations made to replace garments).
- Describe any online tools offered to customer to manage invoicing, personnel changes, garment replacement, communication with Account Manager, etc.
- Describe how Service Provider will accommodate employee temporary leaves (e.g., vacation, maternity, disability).

#### **PART E. PRIOR EXPERIENCE**

This section will describe Proposer's qualifications and prior experience on similar or related Services, including:

- Descriptions of a minimum of five (5) similar uniform service programs the Proposer has provided in the past five (5) years which demonstrate experience in successfully performing similar work. Descriptions shall identify:
  - Specific roles in each project by the Proposer and how that relates to services the Proposer would perform on SMART's project.
  - Include a unique client reference for each service program described above, including current contact information (name, title, phone number and e-mail address).

#### **PART F. REQUIRED CERTIFICATES AND FORMS**

- SMART Receipt of Addenda Form (Attachment B to this RFP).
- W-9 (Company must be in good standing to be considered).
- Brief Description of Claims. Indicate if the proposing Service Provider was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

## **PART G. SAMPLE GARMENTS**

Proposer shall provide two (2) garment samples representing a Good, Better, Best quality level for each garment type required in the contract for fitness testing and evaluation.

These samples shall be provided in the following format:

1. All samples will be delivered pre-washed using the cleaning method to be used with the proposed uniform program.
2. Samples shall be packaged in the same proposed manner as the proposed uniform program.
3. Samples are to be clearly marked, with the Proposer's name, RFP number, Sample Name and quality category. (for example, "SH Sample Work shirt – Good", "SH Sample Work shirt – Best", "SH Sample Work shirt – Better", etc.)
4. For each sample provided, describe the expected lifespan of each garment.

### **Sample No. 1**

Sample Name = SH

One (1) long sleeve work shirt representing each of the three quality levels: Good, Better and Best. Shirt size is XL.

One (1) cargo work pant representing each of the three quality levels: Good, Better and Best. Pant size is 38" waist, 30" inseam.

One (1) Polo Shirt representing each of the three quality levels: Good Better and Best. Shirt size is XL.

## **Sample No. 2**

Sample Name = NS

One (1) long sleeve work shirt representing each of the three quality levels: Good, Better and Best. Shirt size is LG.

One (1) cargo work pants representing each of the three quality levels: Good Better and Best. Pant size is 34" waist, 30" inseam.

One (1) Polo Shirt representing each of the three quality levels: Good Better and Best. Shirt size is LG

Samples **must be** delivered with the proposal submission.

SMART will return the sample garments to proposers after the contract is awarded.

The Samples are to be provided to SMART at no charge and with no charges for the one-time laundry service for the testing process.

## **PART H. COST PROPOSAL**

Service Provider shall prepare a cost proposal that includes the following elements:

- Per unit weekly uniform rental cost for each of the three quality levels ("Good, Better, Best") for each garment type and size.
- Per unit weekly laundry cost for each garment type.
- Itemized ancillary fee structure (embroidery, repair, alterations, etc.).
- All-inclusive maintenance plan cost structure, if applicable.
- Uniform replacement cost structure.
- Contract close-out fee structure.

The below table reflects current uniform need. SMART does not guarantee a minimum or maximum uniform quantity.

GARMENT TYPE	GARMENT DESCRIPTION	COLOR	PROJECTED QUANTITIES
LONG SLEEVE SHIRT	<ul style="list-style-type: none"> <li>○ Collared work shirt</li> <li>○ Cotton or cotton/blend</li> <li>○ Hi Visibility - ANSI CAT3 reflective</li> <li>○ Breast pockets</li> <li>○ Will require SMART Logo emblem over left pocket</li> </ul>	Charcoal	26
		Light Grey	86
		Navy	114
SHORT SLEEVE SHIRT	<ul style="list-style-type: none"> <li>○ Collared work shirt</li> <li>○ Cotton or cotton/blend</li> <li>○ Hi Visibility - ANSI CAT3 reflective</li> <li>○ Breast pockets</li> <li>○ Will require SMART Logo emblem over left pocket</li> </ul>	Charcoal	7
		Light Grey	4
		Navy	128
SHORT SLEEVE POLO	<ul style="list-style-type: none"> <li>○ Will require SMART logo to be embroidered on left breast</li> </ul>	Grey	8
WORK PANT	<ul style="list-style-type: none"> <li>○ Cargo pocket work pant</li> <li>○ Cotton or cotton blend</li> </ul>	Navy	489
SHOP TOWEL	<ul style="list-style-type: none"> <li>○ 100% cotton</li> </ul>	No Preference	200
GLASS TOWEL	<ul style="list-style-type: none"> <li>○ 100% cotton</li> </ul>	No Preference	400

### 3.2 Procurement Schedule

The District's procurement schedule is subject to change and currently is as follows:

<u>Date</u>	<u>Event</u>
1/27/2020	Issue Request for Proposals
2/7/2020	Deadline for Proposer's Questions
2/14/2020	Final Addendum Issued by SMART
2/21/2020	Proposals Due to SMART by 2:00 PM (Local Time)
2/21/2020 – 2/28/2020	Evaluation of Proposals
2/28/2020	Announcement of Intent to Award a Contract
3/18/2020	Review by SMART Board of Directors (If Applicable)
3/22/2020	Award Contract

### 3.3 Conditions of Proposal

By submitting a Proposal, the Proposer is agreeing to all terms and conditions of this RFP and is verifying that it has undertaken all necessary due diligence and is aware of and will comply with all Contract requirements. The Proposer shall be responsible for obtaining all necessary licenses, permits, qualifications, and other statutory and legal approvals for the performance of the Work.

### 3.4 Modifications to a Proposal prior to Due Date

If a Proposer submitted a Proposal in advance of the Proposal Due Date, it may modify its Proposal in writing prior to the Proposal Due Date and time. The modification shall conform in all respects to the requirements for submittal of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be subsequently numbered so the District can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages, or complete forms. Line item changes will not be accepted. No fax or telegraphic facsimile, email or other electronically transmitted modifications will be permitted.

### **3.5 Withdrawal of a Proposal**

A Proposer may withdraw its Proposal only by a written and signed request that is received by the District prior to the Proposal Due Date and time. Following withdrawal of its Proposal, the Proposer may submit a new Proposal, provided that it is received prior to the Proposal Due Date.

### **3.6 No Public Opening of Proposals**

Proposals will not be publicly opened. All Proposals and evaluations will be kept confidential throughout the evaluation, discussion and selection process by the District to the extent permitted by law. Only those persons authorized by the District, and its officials, employees and agents, having a legitimate interest will be provided access to the Proposals and evaluation results during this period.

### **3.7 Cost of Proposing**

The Proposer shall bear all costs and expenses whatsoever for the preparation, submittal, discussions, interviews, negotiations, and/or Contract execution related to the Proposal.

### **3.8 Multiple Proposals**

More than one Proposal from a Proposer will not be considered.

## **4. SERVICE AGREEMENT**

The successful Proposer agrees to enter into a contract with SMART similar in form and in strict compliance with all material terms and conditions set forth in Attachment A – Service Agreement.

## **5. EVALUATION & SELECTION PROCESS**

### **5.1 Selection Committee**

- A. The District will appoint a Selection Committee to evaluate Proposals.
- B. The Selection Committee will be composed of District staff and other experts as deemed necessary and appropriate by SMART. Members of the Selection Committee will not be disclosed to Proposers.

## 5.2 Evaluation of Proposal Information

- A. All Proposals received by the specified deadline will be reviewed by the SMART Selection Committee for content.
- B. The Selection Committee will evaluate and rank Proposals using only the evaluation criteria, factors and subfactors set forth in this RFP.

The Selection Committee will review the content of the Proposals and sample garments submitted. The Selection Committee shall evaluate the Proposals based on the following criteria and weighting scale:

No.	Criteria Description	Weight
1	Quality of Uniforms Proposed	20
2	Cost	20
3	Service Provider's approach to perform the services described	20
4	Quality of work as verified by references	15
5	Willingness to accept SMART's contract terms	15
6	Demonstrated history of providing similar services to comparable entities	10
<b>TOTAL</b>		<b>100</b>

- C. The District may request clarifications or additional information, including conducting interviews, as part of the evaluation process. The Selection Committee reserves the right to communicate with any Proposer for the purpose of eliminating minor irregularities, informalities, or apparent mistakes in a Proposal, or for clarification of submitted information.
- D. SMART reserves the right to select the individuals or firms, which in its sole judgment best meet the needs of SMART. All Proposers responding to this RFP will be notified of their selection or non-selection in writing after the Selection Committee has completed the selection process.
- E. Recommendation to General Manager: Following evaluation, the Selection Committee will finalize its report. Following receipt of the final

report, the District’s General Manager may either endorse the recommendation or remand the recommendation back to the Selection Committee for further consideration and then endorse the Selection Committee’s further considered recommendation.

F. If required, the General Manager will then bring the endorsed contract to SMART’s Board of Directors for approval to award.

### 5.3 Rating of Proposals

The Proposals will be rated by a qualitative/descriptive (adjectival) method. The following qualitative/descriptive ratings will be used in evaluation of each quality factor, and the rating of the overall Proposal:

Point Value	Rating	Rating Description
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Selection Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.

5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.
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The Selection Committee Members shall use the adjectival ratings listed in the above table for each of the criteria. The adjectival ratings will be converted to the associated point value (“0-5”) and multiplied by the weighting. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.

#### **5.4 Proposal Responsiveness and Responsibility**

The Proposer shall submit a Proposal that provides all of the information required by the RFP. The District will reject any Proposal that is late, that contains a provision reserving the right to accept or reject an award or to refuse to enter into Contract following award or that is submitted by a Proposer without a valid Service Provider’s license. The District will evaluate each Proposal with respect to the Proposal’s degree of responsiveness to the requirements of the RFP.

##### **Responsiveness Determination**

The District reserves the right, in its sole discretion, to determine that a Proposal is non-responsive based upon any of the following:

- A. The Proposal is not properly signed by an authorized party.
- B. Failure to provide all required parts of the Proposal.
- C. The Proposal is illegible or contains any omission, erasure, alteration, or item not called for in the RFP or contains unauthorized conditions or other irregularities of any kind, if the District determines that such conditions or irregularities make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- D. Requested information deemed material by the District is not provided.
- E. Failure to acknowledge and submit the Receipt of Addenda Form (Attachment B).
- F. More than one Proposal is received from a Proposer.

- G. The Selection Committee is not able to confirm the accuracy of all technical data or other information provided in the Proposal.
- H. Due to an organizational conflict of interest, the Proposer has an unfair advantage, in the opinion of the District.
- I. Any other reason for which the District determines that the Proposal is non-responsive.

## **6. CONTRACT AWARD AND EXECUTION**

### **6.1 No Obligation to Award**

The District shall be under no obligation to award the Contract should the District decide, in its sole discretion, that it is in its best interests not to award the Contract. At its discretion, the District may cancel the procurement in its entirety, and re-procure by any method at a later date.

### **6.2 Award of Contract**

The District intends to award the Contract to the responsible Proposer offering a responsive Proposal that provides the Best Value to the District. Any such award will be made pursuant to a Notice of Award issued by the District issued within 90 calendar days after the Proposal Due Date.

### **6.3 Execution of Contract**

The Proposer to whom an Award is made shall execute three copies of the Contract and furnish the required insurance certificates within 10 working days after being given notice of award unless the District, in its sole discretion, issues written notice that it will allow additional time for the submissions.

## **7. PROTEST PROCEDURES**

### **7.1 Content-Based Protest**

Protests based on the content of the request for proposal shall be filed with the district within 10 calendar days after the request for proposal is first advertised. The District shall issue a written decision on the protest prior to the opening of proposals. A protest may be renewed by re-filing the protest with the District within 15 calendar days after the mailing of the notice of the recommended award. Failure to file a timely protest based upon the content of the RFP constitutes a waiver of such right.

## **7.2 Non-Content-Based Protest**

Any proposer may protest the recommended award on the grounds they are an adversely affected party not based upon the content of the request for proposals by filing a protest with the District within 15 calendar days after the mailing of the notice of the recommended award. To be considered adversely-affected, the Proposer must demonstrate that the District's determination (a) was arbitrary or capricious or (b) involved substantial violation of a provision in the RFP or applicable procurement statute. Failure to file a timely protest based upon any grounds other than the content of the RFP constitutes a waiver of such right.

## **7.3 Protest Requirements**

All protests shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest. The burden of proof shall be on the Proposer to clearly and completely demonstrate the facts supporting the protest.

# **8. THE DISTRICT'S RIGHTS AND DISCLAIMERS**

## **8.1 District's Reservation of Rights**

In connection with this procurement, the District reserves to itself all rights (which rights shall be exercisable by the District in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

- A. Reject any or all Proposals, or information submitted related to a Proposal;
- B. Issue a new RFP, or modify dates set or projected in the RFP;
- C. Cancel, modify, or withdraw the RFP, in whole or in part at any time prior to the execution of the Contract without incurring any cost obligations or liabilities;
- D. Issue Addenda, supplements and modifications to the RFP;
- E. Modify the RFP process;
- F. Appoint a Selection Committee and evaluation teams to review Proposals and to consider the advice and assistance of non-District experts in any subject matter in Proposal evaluation;

- G. Approve or disapprove the use of particular Subcontractors, substitutions of Subcontractors, and Key Personnel, and any other changes in Proposer's Qualifications Statement;
- H. Revise or modify, at any time before the Proposal Due Date, the evaluation criteria, factors, subfactors, weighting and/or guidelines that it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the District shall issue an Addendum to the Proposer's setting forth the changes to the evaluation criteria or methodology. The District may extend the Proposal Due Date if such changes are deemed by the District, in its sole discretion, to be material and substantive;
- I. Hold meetings and conduct discussions and correspondence with a Proposer to seek an improved understanding and evaluation of the Proposal.
- J. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;
- K. Waive weaknesses, informalities, and minor irregularities in Proposals;
- L. Disqualify any Proposer that changes its organization (as represented in its Qualifications Statement) without District written approval;
- M. Hold the Total Price Proposals under consideration for up to 90 calendar days after the Proposal Due Date until the Award is made unless there is a mutual agreement to extend the 90-day time limit as provided in the RFP;
- N. Disclose information contained in the Proposals to the public as described herein;
- O. Not issue a Notice to Proceed after execution of the Contract;
- P. Refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following;
  - i. Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;
  - ii. Submitted by the Proposer of more than one Proposal for the same work under the Proposer's own name or under a different name;

- iii. Evidence of collusion between a prospective Proposer (or any Principal Participant or Designer) and other Proposers (or Principal Participants or Designers).
  - iv. Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a Principal Participant is responsible which, in the judgement of the District, might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded;
  - v. Existence of a notice of debarment or suspension in any jurisdiction;
  - vi. Failure to obtain required bonds or insurance;
- Q. Further negotiate pricing, or Contract terms and conditions, in advance of execution of the Contract;
- R. Exercise any other right reserved or afforded to the District under this RFP or under the Public Contract Code and applicable law; and/or
- S. Issue a single Notice to Proceed or multiple Notices to Proceed as specified in the Contract;
- T. The Proposer acknowledges that, by submitting a Proposal in response to this RFP, it agrees with these disclaimers and waives any right to legally challenge or protest any District's actions that exercise these disclaimers.

# ATTACHMENT A SERVICE AGREEMENT

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2020 ("Effective Date") is by and between the Sonoma-Marín Area Rail Transit District (hereinafter "SMART"), and \_\_\_\_\_ (hereinafter "Service Provider").

## RECITALS

WHEREAS, Service Provider represents that it is duly qualified and experienced in the areas of Employee Uniform Services, and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Service Provider for Employee Uniform Services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

## AGREEMENT

### Article 1.      **RECITALS.**

Section 1.01      The above Recitals are true and correct.

### Article 2.      **List of EXHIBITS.**

Section 2.01      The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Scope of Services
- (b) Exhibit B: Fee Schedule

### Article 3.      **REQUEST FOR SERVICES.**

Section 3.01      Initiation Conference. SMART's Project Manager will initiate all requests for services through an Initiation Conference, which may be

in person, by telephone, or by email. During the Initiation Conference, SMART's Project Manager will establish and agree on a specific task for the Service.

Section 3.02 Amount of Work. SMART does not guarantee a minimum or maximum amount of work under this Agreement.

#### Article 4. **Scope of Services.**

Section 4.01 Scope of Work. Service Provider shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the "Scope of Work").

Section 4.02 Cooperation With SMART. Service Provider shall cooperate with the SMART's Project Manager in the performance of all work hereunder.

Section 4.03 Performance Standard. Service Provider shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Service Provider's profession. If SMART determines that any of Service Provider's work is not in accordance with such level of competency and standard of care, SMART, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7; or (d) pursue any and all other remedies at law or in equity.

#### Section 4.04 Assigned Personnel.

- (a) Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Service Provider to perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager or other professionals performing work hereunder on behalf of the Service Provider are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART.

- (c) In the event that any of Service Provider's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Service Provider's control, Service Provider shall be responsible for timely provision of adequately qualified replacements.
  - (d) Service Provider shall assign the following key personnel for the term of this Agreement:
- 

Article 5. **Payment.**

For all services required hereunder, Service Provider shall be paid in accordance with the following terms:

Section 5.01 Service Provider shall submit an invoice to SMART once every four weeks that includes itemized activity for each location for the prior four weeks. The invoice shall detail the tasks performed pursuant to the Scope of Work requested by SMART's Project Manager. SMART shall pay Service Provider within 30 days after submission of the invoices.

Section 5.02 Service Provider shall be paid in accordance with the rates established in Exhibit B; provided, however, that total payments to Service Provider shall not exceed \$\_\_\_\_\_, without the prior written approval of SMART. Service Provider shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. Refer to Part H of the Scope of Work within Exhibit A for the invoice requirements. SMART does not reimburse Service Provider for travel time.

Section 5.03 Service Provider must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District may not accept invoices submitted by Service Provider after the end of such thirty (30) day period without District pre-approval. Time is of the essence with respect to submission of invoices and failure by Service Provider to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Service Provider unpaid.

Article 6. **Term of Agreement.**

Section 6.01 The term of this Agreement shall remain in effect for two years with three options to renew for one (1) additional year each at

SMART's sole discretion unless terminated earlier in accordance with the provisions of **Article 7** below.

## Article 7. Termination.

Section 7.01 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, both parties shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

Section 7.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should Service Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.

Section 7.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination by either party, Service Provider, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to **Section 12.08** and shall submit to SMART an invoice showing the services performed.

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Service Provider shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Service Provider bear to the total services otherwise required to be performed for such total payment provided; however, provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Service Provider.

Section 7.05 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, SMART's Project Manager or General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

## Article 8. Indemnification

Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person

or entity, including Service Provider, to the extent caused by the Service Provider's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Service Provider's performance or obligations under this Agreement. Service Provider's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Service Provider's expense, subject to Service Provider's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Service Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## Article 9. **Insurance.**

With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its Subcontractors, Service Providers, and other agents to maintain, insurance as described below.

Section 9.01                    Workers' Compensation Insurance. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Section 9.02                    General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Section 9.03                    Auto Liability Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Section 9.04                    Endorsements. Prior to commencing work, Service Provider shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of

any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above.
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Service Provider is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be affected by the Insureds.
- (c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Service Provider. Said policy shall protect Service Provider and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) Service Provider hereby grants to SMART a waiver of any right to subrogation which any insurer of said Service Provider may acquire against SMART by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

SMART reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Section 9.05                      Deductibles and Retentions. Service Provider shall be responsible for payment of any deductible or retention on Service Provider's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or

retention is paid. Any deductible of retention provision limiting payment to the name insured is not acceptable.

Section 9.06 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Service Provider shall:

- (a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Agreement or beginning of any work under this Agreement;
- (b) Maintain and provide evidence of similar insurance for at least three (3) years following Service completion, including the requirement of adding all additional insureds; and
- (c) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Agreement effective date, Service Provider shall purchase "extending reporting" coverage for a minimum of three (3) years after completion of the work.

Section 9.07 Documentation. The following documentation shall be submitted to SMART:

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) Upon SMART's written request, Service Provider shall provide certified copies of the insurance policies to SMART. Said policy copies shall be submitted within thirty (30) days of SMART's request. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Section 9.08 Policy Obligations. Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.09 Material Breach. If Service Provider, for any reason, fails to maintain insurance coverage, which is required pursuant to this Solicitation No. OP-SV-19-010

Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Service Provider, SMART may deduct from sums due to Service Provider any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

#### Article 10. **Prosecution of Work.**

When work is requested of Service Provider by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, the time for Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

#### Article 11. **Extra or Changed Work.**

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the General Manager in a form approved by SMART Counsel. The Board of Directors, General Manager or SMART's Representative must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

#### Article 12. **Representations of Service Provider.**

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally

accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by SMART shall not operate as a waiver or release.

Section 12.02 Status of Service Provider. The parties intend that Service Provider, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Service Provider is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03 Taxes. Service Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Service Provider agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04 Records Maintenance. Service Provider shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.

Section 12.05 Conflict of Interest. Service Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Service Provider shall complete and file and shall require any other person doing work under this Agreement to complete and file a

“Statement of Economic Interest” with SMART disclosing Service Provider’s or such other person’s financial interests.

Section 12.06 Nondiscrimination. Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, SMART’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

Section 12.07 Assignment of Rights. Service Provider assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider’s responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other Service without first obtaining written permission of SMART.

Section 12.08 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, logos, emblems, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Service Provider or Service Provider’s Subcontractors, Service Providers, and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Service Provider shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Service Provider may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

### Article 13. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the

other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART's right to terminate this Agreement pursuant to **Article 7**.

Article 14. **Assignment and Delegation.**

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

Article 15. **Method and Place of Giving Notice, Submitting Invoices and Making Payments.**

All notices, invoices, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail or email. Notices, invoices, and payments shall be addressed as follows:

If to SMART:                      Sonoma-Marín Area Rail Transit District  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
(707) 794-3330

If to Service Provider:        [TO COME]

When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices

and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

## Article 16. **Miscellaneous Provisions.**

Section 16.01 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.02 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Service Provider and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.03 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.04 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

Section 16.05 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and

tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

Section 16.06        Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.07        Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.08        Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

Section 16.09        Licensing Laws. The Service Provider shall comply with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Service Providers. All Service Providers shall be licensed in accordance with the laws of the State of California and any Service Provider not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under the Contract, all Subcontractors must show that they hold appropriate and current California Service Provider's licenses. The Service Provider shall provide such Subcontractor information, including the class type, license number, and expiration date to the District.

Section 16.11        Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract Agreement ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when the signature of a party is delivered by scanned image as an attachment to electronic mail. Such scanned signature must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**SERVICE PROVIDER:** \_\_\_\_\_

By: \_\_\_\_\_

Its : \_\_\_\_\_

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

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Farhad Mansourian, General Manager

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

**CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR SMART:**

By: \_\_\_\_\_  
Ken Hendricks, Procurement Coordinator

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

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

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

## **EXHIBIT A SCOPE OF SERVICES**

### **1. General Objective**

SMART is contracting with \_\_\_\_\_ to provide employee uniforms, glass towels, and shop towels and to pick up, launder, press as needed, and return the rented uniforms to three locations on a weekly basis. Service Provider shall provide uniform repair, embroidery, and other ancillary services as requested.

### **2. Project Manager**

All work shall be initiated in writing, coordinated, and approved by SMART's Project Manager, \_\_\_\_\_ or her designee.

### **3. Detailed Scope of Work**

Services will include, but not be limited to, the following:

#### **A. Provide SMART with Uniforms**

Service Provider will supply SMART with new, unused uniforms as specified. No used clothing will be accepted.

SMART's employee uniform standard requires all uniform items to be in good condition and repair, with working zippers and without stains, tears or missing buttons, free of defects and noticeable wear.

One-half of each employee's uniform allotment will be on-hand at SMART's locations at all times.

Service Provider will label, tag or code each item so that each employee can identify their own garments. Tags containing the employee name will be placed on the inside of each garment. Tags will not be visible on the outside of the garment. Tags shall be applied on garments in such a manner as to prevent chafing or skin irritation.

Service Provider shall provide new uniforms at no extra cost when the garment has reached the end of its life span.

### **Fitting, Measurements, and Alteration Requirements**

Service Provider shall provide complimentary fitting service. Service Provider shall come onsite to all three service locations to perform individual measurements on employees who require uniforms.

Service Provider must accommodate new employee fittings per the instructions of the Project Manager.

Service Provider shall maintain a record of all garment sizes for each employee that has been issued a uniform.

Service Provider shall provide uniforms for all employees regardless of size or special fitting requirements.

Alterations may be required for certain individuals based on fitting. Service Provider shall provide alteration services as requested.

SMART requires emblems and patches to be applied to certain garments as part of the uniform requirement for its personnel. Service Provider shall provide the installation, maintenance, and repair of these emblems and patches as requested by SMART.

Service Provider shall work with Project Manager to coordinate times for fittings, initial implementation of uniforms and all other timelines.

### **SMART's Personnel Changes**

- Work locations for SMART employees may change between the three delivery locations listed in this Agreement. There shall be no charge to shift this staff member's uniform delivery and pickup to the new location.
- Employees may require uniform size changes during the course of the contract. Service Provider must allow for this flexibility.

### **B. Provide SMART with Shop Towels and Glass Towels**

All towels may be issued from Service Provider's general stock and are not required to be new.

## **C. Service Locations, Frequency and Schedule**

### **Uniforms**

Service Provider will deliver the uniforms to the following service locations:

- SMART Maintenance of Way  
105 Roblar Drive, Novato, CA 94949;
- SMART Maintenance of Way  
1200 River Road, Fulton, CA 95439;
- SMART Rail Operations Center  
3748 Regional Parkway, Santa Rosa, CA 95403

Service Provider will pick up soiled laundry and deliver cleaned and repaired laundry weekly at each of the three service locations.

Pickup and delivery of uniforms at each of the three locations shall be scheduled for the same day each week in the morning. Deliveries may not take place on Holidays or Weekends.

### **Shop Towels and Glass Towels**

Service Provider will deliver the glass towels and shop towels to the following service location:

- SMART Rail Operations Center 3748 Regional Parkway,  
Santa Rosa, CA 95403

Service Provider will pick up soiled shop towels and glass towels and deliver cleaned towels.

Pickup and delivery of towels shall be scheduled for the same day each week in the morning and at the same time as pickup and delivery of the uniforms. Deliveries may not take place on Holidays or Weekends.

## **D. Delivery Log**

Service Provider will provide a delivery log to SMART for each location at the time of delivery that identifies the following elements:

### **General Information**

- Date of Delivery
- Delivery Location

### **Delivered Items**

#### **Standard Service**

- Count of garments delivered by garment type and garment size.

#### **Special Requests**

- Count of garments delivered itemized by special request type and staff name.

#### **Add/Remove Staff**

- Count of garments delivered by garment type and garment size.

## **E. Cleaning of towels and uniforms**

Vendor to use industry standard cleaning processes to produce clean, unstained, dry uniforms.

Vendor to launder using safe cleaning substances in accordance with Federal, State and Local laws and regulations. Vendor shall have alternative cleaning agents available at SMART's request.

Proposer shall provide Material Safety Data Sheets (MSDS) for all chemicals used in the laundering process.

## **F. Repair and Replacement of Uniforms**

Vendor to provide "Repair-Needed" uniform tags at each delivery location to identify repair requests by employee. All repairs that would result in additional charges to SMART will be designated

at pick up, labeled by the employee and authorized in advance, in writing on uniform tag by SMART.

Replacement items shall be from new stock.

All replacements (loss, wear, damage or abuse) that would result in additional charges to SMART must be authorized in advance, in writing by SMART.

SMART shall inspect, verify, and approve all repair or replacement garments prior to authorizing payment.

All repaired or replaced items must be returned to service within two weeks from pick-up.

District shall not pay for garments lost or damaged by the Service Provider.

## **G. Invoicing**

Service Provider shall submit one (1) invoice every four weeks that includes itemized activity for each location for the prior four weeks. The invoice shall include the following details:

### **General Information**

- Service Provider's Invoice number
- SMART Account Number
- SMART Contract Number
- Dates of service
- Service Provider's Account Manager Contact Info
- A key to any and all symbols and special coding the Service Provider includes in the invoice

### **Services Provided by Delivery Address**

#### **Standard Service**

- For each Staff name
  - Count of garments rented (by garment type) and their associated rental cost,
  - Count of garments laundered (by garment type) and their associated laundered cost

#### **Special Requests**

- For each Staff name
  - Size changes

- Repairs for wear
- Replacement for wear
- Replacement for abuse

### **Add/Remove Staff**

- For each Staff name
  - Set-Up for New Staff
  - Close-Out for Departed Staff

### **Credits & Refunds**

All credits and refunds shall be itemized by the staff name and must include itemized information on the garment, reason for credit/refund, and date.

SMART shall have the option at its sole discretion to accept credits and refunds in the form of either direct payment or credit on account. This direction shall be given in writing.

### **Acceptance of Invoices**

The Project Manager shall monitor the Service Provider's performance and will authorize payment on all invoices upon successful completion of the work.

**EXHIBIT B  
FEE SCHEDULE**

**\*\*FEE SCHEDULE TO COME FROM RFP COST PROPOSAL\*\***

# ATTACHMENT B – RECEIPT OF ADDENDA

Request for Proposal (RFP)

CONTRACT NO. OP-SV-19-010

**Please submit this Receipt of Addenda when submitting your Proposal.**

I acknowledge receipt of the following Addenda to the Employee Uniform Services RFP initially issued on January 27, 2020.

Addendum \_\_, dated \_\_\_\_\_, 2020  
Addendum \_\_, dated \_\_\_\_\_, 2020

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

By:

\_\_\_\_\_

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