



March 6, 2025

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE THE BOARD CHAIRPERSON TO SIGN, PROPOSED FIRST AMENDMENT TO VRSD CONTRACT NO. 24-017 WITH VESTIS UNIFORM AND SUPPLY FOR UNIFORMS AND RELATED PRODUCT SUPPLY SERVICES

RECOMMENDATION

Approve, and Authorize the Board Chairperson to sign, Amendment No. 1 to VRSD Contract No. 24-017 with Vestis Uniform and Supply for uniforms and related product supply services at the District's field operating locations.

FISCAL IMPACT

This proposed expenditure is included in the FY2024-25 VRSD adopted budget under accounts 01-150-52135-400101120, 10-100-52135-200100120, and 01-320-52135-500400120.

Funding required for future contracts will be included in the corresponding proposed budgets for Board consideration and approval.

BACKGROUND/ANALYSIS

Following the January 2025 award of VRSD Contract No. 24-017 to Vestis Uniform and Supply (Vestis), Vestis conducted measuring and fitting of VRSD staff for new uniforms. During this process, it was determined that 3 VRSD staff members needed to have arc flash/fire rated uniforms due to their job assignments as required by National Fire Protection Association (NFPA) 70, otherwise known as the National Electrical Code. Although these VRSD staffers currently have those NFPA 70 compliant uniforms through the current vendor, NFPA 70 specification was not put in the bid documents for the new uniform supplier. Because of this oversight, VRSD had Vestis order the correct NFPA 70 compliant uniforms for the 3 affected employees and update the costs accordingly.

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 24-017-1**

AMENDMENT NO.1 TO CONTRACT NO. 24-017

**BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
VESTIS UNIFORM AND SUPPLY**

THIS AGREEMENT is made and entered into this 6th day of March 2025, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and VESTIS UNIFORM AND SUPPLY, a California Corporation (“SUPPLIER”). Together, DISTRICT and SUPPLIER shall be referred to herein as Parties.

RECITALS

A. On January 16, 2019, DISTRICT and SUPPLIER entered into Ventura Regional Sanitation District Contract No. 24-017 (“Agreement”), wherein SUPPLIER agreed to provide uniform and related product supply services to Ventura Regional Sanitation District.

B. DISTRICT and SUPPLIER acknowledge and agree that a change in scope of services is necessary to provide the correct type of uniforms for specified District personnel.

AMENDMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Recitals.** The above Recitals are hereby incorporated into this Amendment as if set forth fully herein.
- 2. Specifications.** Provide National Fire Protection Association (NFPA) 70 compliant uniforms (esp. NFPA 2112 and NFPA 70E CAT 2) that contain SteelGuard Fire Retardant for specified District staff.
- 3. Integrated Contract.** A copy of the original Agreement (Contract No. 19-022), Amendment No. 1, and Amendment No. 2 are attached hereto as Exhibit A and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first above written.

VENTURA REGIONAL
SANITATION DISTRICT

UNIFIRST CORPORATION

By _____
DAVID NEWMAN
Chairman of the Board

By _____
ALEX BARAJAS
Branch Manager

APPROVED AS TO FORM:

NOSSAMAN, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

ATTEST:

By _____
MAYRA RODRIGUEZ
Clerk of the Board

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 24-017**

**BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
VESTIS UNIFORM AND SUPPLY
FOR
UNIFORM AND RELATED PRODUCT SUPPLY SERVICES**

THIS CONTRACT is made and entered into this 16th day of January, 2025 in the County of Ventura, State of California, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and Vestis Uniform and Supply, a California Corporation (“SUPPLIER”). Together, SUPPLIER and DISTRICT shall be referred to herein as Parties.

RECITALS

- A. NOTICE INVITING SEALED BIDS: The DISTRICT gave Notice Inviting Sealed Bids on September 26, 2024 for bids to be submitted for uniform and related product supply services (“Project”) by published notice and posting in accordance with applicable state law.
- B. BID OPENING: On October 25, 2024, DISTRICT representatives received and opened the bids for the Project and read the bids aloud.
- C. PROJECT AWARD: On January 16, 2024, the DISTRICT Board of Directors awarded the contract for the Project to SUPPLIER and directed DISTRICT staff to send SUPPLIER written Notice of Award of the Project.
- D. The DISTRICT Board of Directors conditioned award of the contract for the Project on SUPPLIER’s providing executed copies of all documents specified in the contract list included in the bid package for the Project within fifteen (15) calendar days of receiving written Notice of Award of the Project.
- E. REQUIRED DOCUMENTS: The SUPPLIER has provided the DISTRICT executed copies of all documents specified in the contract lists included in the bid package within fifteen (15) calendar days of receiving written Notice of Award, unless noted otherwise.

AGREEMENT

In consideration of the promises, terms, conditions, and mutual covenants contained herein, the Parties agree to abide by the following:

ARTICLE 1: SCOPE OF WORK

A. SUPPLIER agrees to supply uniforms and related products, as more fully described and detailed in the DISTRICT’s Bid No. 24-002 REQUEST FOR BID FOR A UNIFORM SERVICES CONTRACT, attached hereto as Exhibit “1” and incorporated herein by reference as detailed in Article 2 below.

B. SUPPLIER shall provide the services covered by this Contract in strict accordance with all Contract Documents as specified herein. SUPPLIER shall be liable to DISTRICT for any damages arising from SUPPLIER’s failure to fully comply with that obligation, and SUPPLIER shall not be excused with respect to any failure to so

comply by any act or omission of DISTRICT or its representatives, unless such act or omission prevents SUPPLIER from fully complying with the requirements of the Contract Documents, and unless SUPPLIER protests at the time of such alleged prevention that the act or omission is preventing SUPPLIER from fully complying with the Contract Documents. Such protest shall not be effective unless prepared in writing and filed with DISTRICT within three (3) days from the date of occurrence of the act or omission preventing SUPPLIER from fully complying with the terms and conditions of the applicable Contract Documents.

ARTICLE 2: CONTRACT DOCUMENTS

A. This Contract consists of the terms and conditions set forth herein and SUPPLIER’s completed and submitted DISTRICT Bid No. 24-002 REQUEST FOR BID FOR A UNIFORM SERVICES CONTRACT document which is incorporated herein by reference as though set forth in full (Exhibit 1). Collectively, these documents shall be referred to as “Contract Documents.” The Ventura Regional Sanitation District Bid No. 24-002 REQUEST FOR BID FOR A UNIFORM SERVICES CONTRACT document is composed of the following parts:

Section 1: Scope of Work

Section 2: General Requirements

Section 3: Specifications

- Fabric
- Patches
- Shirt
- Pants
- Inventory
- Coveralls
- Jackets
- Towels

Section 4: Bid Requirements

Section 5: Bid Submission

Section 6: Selection

Section 7: Questions

B. Work required by one or a part of the above Contract Documents and not by others shall be performed by SUPPLIER as if required by all of the Contract Documents.

C. In the unlikely event that there arises a conflict between the terms and conditions of the Contract and the Contract Documents, the terms and conditions of this Contract shall prevail.

ARTICLE 3: TERM OF CONTRACT

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, SUPPLIER shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2026. This Agreement may be renewed for additional one-year periods, up to a total of four, at DISTRICT’s sole option upon acceptance of the then current terms, conditions, and price.

ARTICLE 4: CONTRACT PRICE

A. In consideration of SUPPLIER's performance of services as described herein, DISTRICT shall pay SUPPLIER fees for its services according to the schedule of rates set forth in Exhibit "2" attached and incorporated by reference herein. On or prior to the tenth (10th) day of each calendar month after actual work is started, SUPPLIER shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve SUPPLIER's invoice for accuracy and agree with SUPPLIER on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay SUPPLIER for all approved work and supplies within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with SUPPLIER on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the Agreement.

B. Total fees to be paid by DISTRICT to SUPPLIER for SUPPLIER's services described herein shall not exceed \$293.59 per week without written amendment in accordance with Article 7 below.

ARTICLE 5: INDEMNIFICATION AND HOLD HARMLESS

SUPPLIER agrees to defend, indemnify and hold harmless DISTRICT, the property owner, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims including reasonable attorney fees and costs incurred by DISTRICT, and expenses, however caused, resulting directly or indirectly from or connected with SUPPLIER's negligent performance or errors and omissions under this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of SUPPLIER, DISTRICT, or their respective employees or agents), regardless of the active or passive negligence of DISTRICT, except to the extent such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 6: INSURANCE

SUPPLIER shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- B. Comprehensive Commercial Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

SUPPLIER shall provide a certificate of such insurance to DISTRICT prior to the start of work. Said certificate shall specifically provide that: (1) DISTRICT is listed as additional insured for the coverage in items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and SUPPLIER's insurance shall be primary; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set out in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

Should SUPPLIER use the services of a subcontractor, SUPPLIER shall require that the subcontractor provide and keep in effect identical insurance to that which SUPPLIER is required to provide pursuant to the terms of this Article 6 and shall require that the subcontractor provide a certificate of insurance to SUPPLIER and DISTRICT prior to the time that the subcontractor starts work, which certificate shall be in the same form as SUPPLIER is required to provide to DISTRICT.

ARTICLE 7: AMENDMENTS

Any amendment, modification or variation from the terms of the Agreement shall be in writing and shall be effective only upon mutual approval by SUPPLIER and DISTRICT.

ARTICLE 8: SUSPENSION OR TERMINATION OF SERVICES

If, during the term of this agreement, DISTRICT determines that SUPPLIER is not faithfully abiding by any term or condition contained herein, DISTRICT may notify SUPPLIER in writing of such defect or failure to perform; which notice must give SUPPLIER a 10-day notice time thereafter in which to perform said work or cure the deficiency. If SUPPLIER has not performed the work or cured the deficiency within 10 days specified in the notice, such failure to perform shall constitute a breach of this Agreement and DISTRICT may terminate this Agreement immediately by written notice to SUPPLIER to said effect. DISTRICT and SUPPLIER shall have all remedies afforded each under the Uniform Commercial Code of the State of California.

ARTICLE 9: ASSIGNMENT/INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of SUPPLIER to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to SUPPLIER.

B. SUPPLIER is solely responsible for selecting the means, methods, and procedures for doing the work assigned, and for coordinating all portions of the work so the results will be satisfactory to DISTRICT. SUPPLIER will supply all tools and instrumentalities required to perform its services under the Agreement.

ARTICLE 10: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of SUPPLIER shall operate as a waiver of the default, of any subsequent or other default by SUPPLIER, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 11: AUDIT

DISTRICT shall have the right to inspect and/or audit all records and other written materials used by SUPPLIER in preparing its statements to DISTRICT as a condition precedent to any payment to SUPPLIER.

ARTICLE 12: NOTICES

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by depositing same as first-class, postage-paid mail addressed as follows:

To SUPPLIER: Guy Robert Verdugo
Vestis Uniform & Supply
15372 COBALT ST
SYLMAR, CA 91342

To DISTRICT: Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
4105 West Gonzales Road

Oxnard, CA 93036-2748

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 13: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and SUPPLIER do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

ARTICLE 14: CALIFORNIA LAW

This Contract shall be interpreted and construed pursuant to the laws of the State of California. Venue for any Superior action arising out of this agreement shall be the County of Ventura.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

VENTURA REGIONAL
SANITATION DISTRICT

VESTIS UNIFORM & SUPPLY

By David Newman
David Newman
David Newman (Jan 16, 2025 12:03 PST)
Chairperson of the Board

By Vardan Ketsoyan
Vardan Ketsoyan
Vardan Ketsoyan (Jan 9, 2025 06:51 PST)
General Manager

ATTEST

By Mayra Rodriguez
Mayra Rodriguez
Mayra Rodriguez (Jan 16, 2025 10:20 PST)
Clerk of the Board

APPROVED AS TO FORM:
Nossaman LLP

By Robert N. Kwong
Robert N. Kwong
Robert N. Kwong (Jan 17, 2025 13:38 PST)
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By Chris Theisen
CHRIS THEISEN
General Manager

EXHIBIT A**STATEMENT OF WORK & RATE SHEET**

The following summarizes the work statement/scope of work to be performed by SUPPLIER in connection with SUPPLIER's delivery of uniform and related product supply services to DISTRICT.

Overall Project Description

SUPPLIER shall supply the DISTRICT with uniforms, towels, and laundry service to field operations personnel, once each week, to the following DISTRICT locations:

1. Toland Road Landfill
3500 Toland Road
Santa Paula, CA 93060
2. Bailard Landfill
4105 West Gonzales Road
Oxnard, CA 93036
3. Santa Paula Water Treatment Facility
920 Cal Pipe RD
Santa Paula, CA 93060

General Requirements

1. All uniforms supplied must be new and unused.
2. SUPPLIER shall assist in the counting of laundered and soiled uniforms as requested, as well as provide a receipt or sign for uniforms at the time they are picked up and delivered.
3. New employees shall be furnished a full allotment of new uniforms within 10 days after request. Employee name and DISTRICT emblem shall be in place on the first day of delivery.
4. Each employee shall be guaranteed a proper fit.
5. All laundry shall be washed clean to health and safety standards.
6. The workmanship of pressing shall be of good quality.
7. Torn garments that require repairs shall be repaired before the next regular delivery date. If a garment requires replacement, it shall be replaced with a new garment. Replacement of worn or damaged garments shall be made only at the direction of DISTRICT staff. SUPPLIER shall replace all garments worn-out or damaged due to the performance of work duties, normal wear, as well as garments replaced for size adjustment with new garments at no expense to DISTRICT. DISTRICT will be charged for replacing garments that are lost or destroyed due to negligence on

an employee’s part; the replacement cost is to be based on the SUPPLIER’s cost of purchasing new garments.

Specifications

- Fabric: 65% synthetic/35% cotton or 100% cotton where requested and available.
 - Patches: Embroidered employee name patches shall be furnished by SUPPLIER and securely attached to each shirt and coverall on the right side. Embroidered DISTRICT logo patches shall be furnished by SUPPLIER and securely attached by SUPPLIER to each shirt, coverall, and jacket on the left side. Patches shall be of a size, design and color as specified by DISTRICT.
 - Shirt: Full-length button with standard short or long sleeves as requested. Colors to include safety orange, light blue and grey.
 - Pants: Solid Waste employees shall be provided with blue “painter’s pants” in denim fabric. Water Wastewater employees shall be provided with Dungaree Fit 100% cotton pants.
 - Inventory: Shall include 11 sets of pants/shirts for each employee color and style is based on the employee’s department. Based on existing employees, uniforms shall be provided for 40 employees.
 - Coveralls: Full-length button- or snap-front closing with long sleeves, blue or orange in color. Coverall Inventory shall include 5 coveralls for each employee. Coveralls shall be provided for 40 employees.
 - Jackets: Dark blue, waist-length, lined, slash-pocket jackets shall be provided for 40 employees.
 - Towels: Standard shop towels.
- Women’s cut uniforms shall be available for female employees, if requested by DISTRICT.

SCHEDULE OF RATES

FOB Point: As Specified Delivery Promise: As Specified Terms: Net 30 days

Furnish and deliver the following in accordance with DISTRICT Bid No. 24-002:

<u>Rental</u>		<u>Replacement Unit Price</u>	<u>Due to Loss/Damage</u>
Shirt	\$.14 ea	Shirt	\$16.68
Pant	.14 ea	Pant	\$32.20
Coverall	.36 ea	Coverall	\$44.85
Jacket	.20 ea	Jacket	\$33.35
Shop Towel	.04 ea	Shop Towel	\$1.00

Service Charge	18.64/week
Bill Assurance Program	67.75/week

Prices quoted are firm for contract period, include all delivery costs and are exclusive of applicable taxes.

The contract may include services requested by DISTRICT but not specifically included herein. All such service agreements shall be in writing and agreed to by the parties.

Billing Instructions - Submit a separate invoice for each location in duplicate for each week in which service is provided. Invoices should reference Contract No. 24-017 and must be addressed as follows to be processed for payment:

Ventura Regional Sanitation District
4105 West Gonzales Road.
Oxnard, CA 93036-2748

Terms - Net 30 days from receipt of SUPPLIER's invoice.

In the performance of the terms of this Agreement, SUPPLIER agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such persons.