

VENTURA REGIONAL SANITATION DISTRICT

1001 PARTRIDGE DRIVE, SUITE 150 • VENTURA, CA 93003-0704



June 15, 2010

Board of Directors
Ventura Regional Sanitation District
Ventura, CA 93004

UNIFORM SERVICES CONTRACT

The Ventura Regional Sanitation District (VRSD) rents uniforms, towels, and floor mats from a uniform services company for Toland, Bailard, and Oak Park Water sites to support field employee activities. The prior contract for this service was with Aramark Uniforms with an annual expenditure of approximately \$35,000. Staff developed a Request for Proposal (RFP) and solicited formal bids from eight companies. Two companies responded and only one, Cintas, was received on time and within the parameters defined in the RFP.

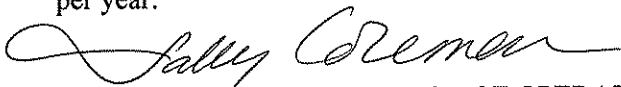
Staff would like to enter into an agreement with Cintas for a one year time period with the option to extend two additional years if mutually agreed upon by both parties. Total cost of the contract is estimated to be \$35,000 per year.

Appropriations for this expense are included in the adopted Fiscal Year 2010-2011 budget. Legal Counsel has reviewed and approved the proposed contract as to legal form and sufficiency.

A copy of the contract is attached for your review. If you have any questions or require additional information, please contact me at sallycoleman@vrzd.com or 658-4674.

RECOMMENDATION

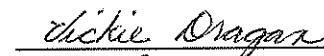
It is recommended the Board authorize the Chairman to sign VRSD Contract No. 10-026 with Cintas, Inc., for supply and delivery of uniform rentals and related products for an estimated amount of \$35,000 per year.



SALLY COLEMAN, DIRECTOR OF OPERATIONS

Enc.

REVIEWED AND APPROVED


Vickie Dragan, Director of Finance & Administration

APPROVED FOR JULY 15, 2010 AGENDA


Mark Lawler - General Manager

Item 10-1

CONTRACT NO. 10-026

**AGREEMENT FOR UNIFORMS AND RELATED SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CINTAS, INC**

THIS AGREEMENT is made and entered into this 1st day of July 2010 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and CINTAS, Inc., a Washington Corporation, hereinafter "CONTRACTOR."

RECITALS

- A. On June 11, 2010, the DISTRICT received bids for supply and delivery of uniform rentals and related products.
- B. Pursuant to said bid process CONTRACTOR was the lowest responsible bidder.
- C. DISTRICT has the ongoing need for uniform and related product rental and wishes to enter into an Agreement with CONTRACTOR using the pricing established in the formal bid process cited above. The selection procedure is in conformance with DISTRICT Purchasing Resolution No. 89-13.

AGREEMENT

ARTICLE 1: TERM

The term of this Agreement shall be from July 1, 2010 until June 1, 2011. This Agreement may be extended for additional one-year periods to a total of three at DISTRICT's sole option upon acceptance of the current terms, conditions and price.

ARTICLE 2: DISTRICT'S OBLIGATIONS

DISTRICT will pay CONTRACTOR in accordance with price, terms and conditions as shown in Exhibit I, Terms & Conditions.

ARTICLE 3: CONTRACTOR'S OBLIGATIONS

CONTRACTOR agrees to furnish DISTRICT the services as requested in a good and workmanlike manner and meet all requirements as shown in Exhibit II, Uniform Service Specification. Any and all subcontractors as may be employed by CONTRACTOR shall comply with the same provisions as specified for CONTRACTOR in this Agreement.

ARTICLE 4: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR 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 attorneys fees and costs incurred by DISTRICT, and expenses, however caused, resulting directly or

indirectly from or connected with CONTRACTOR'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 CONTRACTOR, 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 5: INSURANCE

CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR use the services of a subcontractor, CONTRACTOR shall require that the subcontractor provide and keep in effect identical insurance to that which CONTRACTOR is required to provide pursuant to the terms of this Article 5 and shall require that the subcontractor provide a certificate of insurance to CONTRACTOR and DISTRICT prior to the time that the subcontractor starts work, which certificate shall be in the same form as CONTRACTOR is required to provide to DISTRICT.

ARTICLE 6: 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 CONTRACTOR and DISTRICT.

ARTICLE 7: SUSPENSION OR TERMINATION OF SERVICES

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

ARTICLE 8: ASSIGNMENT/INDEPENDENT CONTRACTOR RELATIONSHIP

- A. It is expressly understood between the parties that no employee/employer relationship is intended,

the relationship of CONTRACTOR 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 CONTRACTOR.

B. CONTRACTOR 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. CONTRACTOR will supply all tools and instrumentalities required to perform its services under the Agreement.

ARTICLE 9: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, 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 10: AUDIT

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

ARTICLE 11: NOTICES

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

To CONTRACTOR: Paul DiVincenzo
CINTAS CORPORATION
2150 S. Proforma Avenue
Ontario, CA 91761-8518

To DISTRICT: Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

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 12: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and CONTRACTOR 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 13: TITLE

Title to all materials shall remain with the CONTRACTOR until DISTRICT actually receives the

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materials.

ARTICLE 14: RIGHT OF INSPECTION

DISTRICT shall have the right to inspect the materials at the time and place of delivery before accepting them.

ARTICLE 15: NON INTERFERENCE WITH DISTRICT'S OPERATIONS

CONTRACTOR recognizes that the primary activity at the work site is District's operation of a waste processing/disposal facility. CONTRACTOR shall operate so that all work under this Agreement is compatible with and does not interfere with DISTRICT's operations.

ARTICLE 16: APPLICABLE LAW

This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended.

ARTICLE 17: PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found 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.

ARTICLE 18: INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein as though fully set forth.

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

APPROVED AS TO FORM: ARNOLD, BLEUEL,
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
CHARLOTTE CRAVEN, Chairman
Board of Directors

ATTEST:

CINTAS CORPORATION

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
JIM REEDER, Group Vice President

INTERNAL USE ONLY

Principal Analyst [Signature]

Finance Manager [Signature] 6/24/10

Director of Finance RD 6/24

Equal Technician

**EXHIBIT I
TERMS & CONDITIONS**

FOB Point: As Specified

Delivery Promise: As Specified

Terms: Net 30 days

Furnish and deliver the following in accordance with District Bid No. 10-002 :

<u>Rental</u>		<u>Replacement Due to Loss/Damage</u>	
Shirt (short sleeve or long sleeve)	\$.24 ea	Shirt (short sleeve or long sleeve)	\$ 12.00
denim western cut w/ boot cuff	.24 ea	denim western cut w/ boot cuff	12.00
white painter	.40 ea	white painter	17.00
Coverall (orange or blue)	.40 ea	Coverall (orange or blue)	17.00
Lab Coat	.40 ea	Lab Coat	17.00
Shop Towel	.08 ea	Shop Towel	.50
Mat (3'x4')	1.75 ea	Mat (3'x4')	49.00
Mat (4'x6')	2.50 ea	Mat (4'x6')	59.00
Runner (3'x10')	3.00 ea	Runner (3'x10')	65.00
Mop - Dust (24")	.70 ea	Mop - Dust (24")	5.00
Mop - Dust (36")	.75 ea	Mop - Dust (36")	7.00
Cleaning and Other Charges			
District-owned coverall	\$.75 ea	Patch - name	\$ 50 % on 1 st Del.
District-owned lab coat	.75 ea	Patch - District logo	.75 ea
District-owned jacket	.75 ea	Preparation/garment	1.50 ea
		Wastewater/acct/month	24.00 All 3 Locations

Purchase

Baseball cap with logo \$8.99 STD baseball cap Other Syles are available.

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

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THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

None.

- 3/5 Mats are provided instead
- Emblems are discounted of first delivery

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 an invoice in duplicate for each month in which service is provided. Invoices should reference Contract No. 10-026 and must be addressed as follows to be processed for payment:

Finance & Administration
Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

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

Conditions

1. CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the Agreement, or its right, title of interest or power to execute such an Agreement to any person, firm or corporation without previous consent in writing by DISTRICT.
2. In the performance of the terms of this Agreement, CONTRACTOR 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.
3. CONTRACTOR shall maintain workers compensation and commercial general liability insurance and all of CONTRACTOR'S employees must be covered by a fidelity bond during the term of this agreement. CONTRACTOR agrees to provide policy information upon DISTRICT request.
4. CONTRACTOR shall hold DISTRICT, its officials, officers, employees, representatives and agents, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliance furnished or used under this Agreement.
5. Any and all subcontractors as may be employed by CONTRACTOR shall comply with the same provisions as specified for CONTRACTOR in this Agreement.

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EXHIBIT II
UNIFORM SERVICE
SPECIFICATION

Specifications

- Fabric:** 65% synthetic/35% cotton or 100% cotton where requested and available.
- Patches:** Silk-screen name patches furnished by SUPPLIER and securely attached to each shirt, coverall, and lab coat on the right side. Embroidered logo patches furnished by SUPPLIER and securely attached by SUPPLIER to each shirt, coverall, and lab coat on the left side. Patches shall be of the same size, design and color as the sample provided, except that patches shall be sewn all around in the same dark blue as used in the logo.
- Shirt:** Full-length button with standard short or long sleeves as requested. Light blue or safety orange in color for field employees, additional colors may be chosen for supervisory staff. Inventory shall include 11 shirts per employee in his or her choice of color, style and fabric unless otherwise requested.
- Pants:** Western cut or western cut with boot cuff with zipper fly. Dark blue or dark green in color. Inventory shall include 11 pairs of pants per employee in his or her choice of color, style and fabric unless otherwise requested.
- Coveralls:** Full-length button- or snap-front closing with long sleeves, blue in color. DISTRICT-owned safety orange coveralls to be cleaned. Inventory shall include 5 coveralls for each employee. Coveralls shall be provided for 45 employees.
- Lab Coats:** Standard styling with full-length button and long sleeves, white in color. DISTRICT-owned safety orange lab coats to be cleaned. Inventory shall include 11 lab coats for each employee. Lab coats shall be provided for 3 employee.
- Jackets:** DISTRICT-owned jackets to be cleaned.
- Mats (floor):** Standard synthetic floor mats and runners, non-skid. Inventory shall include 15 medium mats (3'x4'), 6 large mats (4'x6'), and 19 runners (3'x10').
- Mops (dust):** Standard tool for cleaning floors. Approximately 24" head length with 60" wood or aluminum handle. Inventory shall include 2 medium tools.
- Towels:** Standard shop towels. Inventory shall include 500 shop towels and 25 windshield towels.
- Hats:** Baseball style hats with DISTRICT logo shall be available for purchase.

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