

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	25223
Vestis Services, LLC 115 North First Street Burbank CA 91502	Amendment No.:	2
	Effective Date:	October 1, 2024

**SECOND AMENDMENT
TO
CONTRACT No. 25223
LINEN AND LAUNDRY SERVICES**

This Second Amendment ("Amendment") to Contract No. 25223 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Vestis Services, LLC, a Delaware Limited Liability Corporation ("Contractor") and is dated as of October 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 00619 dated effective as of April 1, 2024 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - (1) Amendment 1 dated July 1, 2024 Product List Updates and Exhibit A, Performance Requirements.
- C. The Parties now desire to amend the Contract to include a 'pay equality provision' as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- D. The Parties further desire to amend the Contract to include a 'nondiscrimination provision' as required by the Washington State Legislature. See [LAWS OF 2023, ch. 468](#) [codified at [RCW 39.26.245\(3\)](#) and [RCW 49.60.530](#)].
- E. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

PAY EQUALITY. THE FOLLOWING PROVISION IS ADDED TO THE END OF SECTION 4, CONTRACTOR REPRESENTATIONS AND WARRANTIES AS A NEW SUBSECTION:

4.17. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

NONDISCRIMINATION. THE FOLLOWING PROVISION IS ADDED TO THE END OF SECTION 19, CONTRACTOR REPRESENTATIONS AND WARRANTIES AS A NEW SUBSECTION:

19.25. NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until

Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

VESTIS SERVICES, LLC
A DELAWARE LIMITED LIABILITY COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Terry Oberbroeckling
Terry Oberbroeckling (Sep 25, 2024 17:35 CDT)

Name: Terry Oberbroeckling

Title: VP of Strategic Accounts

Date: 25/09/24

By: Nick Ioanna

Name: Nicolas Ioanna

Title: Procurement Supervisor

Date: 25/09/24

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	25223
	Amendment No.:	1
Vestis Services, LLC 115 North First Street Burbank CA 91502	Effective Date:	07/01/2024

FIRST AMENDMENT
TO
CONTRACT No. 25223
LINEN AND LAUNDRY SERVICES

This First Amendment ("Amendment") to Contract No. 25223 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Vestis Services, LLC., a Delaware Limited Liability Corporation ("Contractor") and is dated and effective as of July 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 25223 for Linen and Laundry Services dated effective as of April 1, 2024 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **SECTION 3.6 PRODUCT LIST UPDATES.** The following provisions are added as new subsections at the end of Section 3 of the Contract (Scope – Included Goods and/or Services & Prices):

Section 3.6 PRODUCT LIST UPDATES. Contractor may request, once per calendar quarter, to alter goods on *Exhibit B - Prices for Goods/Services* for any product updates or changes, if such changes fall within the scope of the contract. All Product List Update requests will be reviewed by Enterprise Services and must be approved by Enterprise Services before changes can take effect. For clarity, these updates will be made without a formal amendment to the contract and mutually agreeable changes will be effective on the date

of the updated *Exhibit B - Prices for Goods/Services*. Enterprise Services may request additional information prior to approval and Contractor shall submit the requested information in a timely manner.

2. EXHIBIT A – PERFORMANCE REQUIREMENTS. ***Exhibit A – Performance Requirements***, attached hereto is added to the Contract.
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

VESTIS SERVICES, LLC.
A DELAWARE LIMITED LIABILITY COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Terry Oberbroeckling*
Terry Oberbroeckling (Jun 13, 2024 16:12 CDT)

By: *Nick Ioanna*

Name: Terry Oberbroeckling

Name: Nicolas Ioanna

Title: VP of Strategic Accounts

Title: Procurement Supervisor

Date: 13/06/24

Date: 14/06/24

Competitive Solicitation:	No. 25223 Linen and Laundry Services
Business / Bidder Name:	Vestis Services, LLC

Exhibit A Performance Requirements

The Contractor shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for the performance of work.

Customer Service Specifications	
1.	The contractor will provide the agency (customer), with an up-to-date point of contact who shall be responsible for addressing Purchaser issues pertaining to this Contract and notify the customer of personnel changes/substitutions within 7 days of the change.
2.	If an agency falls below a minimum amount, a stop minimum can be added by the contractor or made available to the customer upon request.
3.	Customers will be notified 7 days in advance of route and delivery changes.
4.	The contractor shall respond to all service requests within 24 hours and shall devise a plan to resolve any questions or concerns within 5 working days.
5.	The contractor shall provide updates on escalated issues every 48 hours to the agency (purchaser) until issues are resolved.
6.	The contractor shall provide a tracking system to the agency (purchaser) to enable accurate tracking control and ensure timely repair and replacement of garments. Reports on how many times the garment has been serviced or repaired will be available to the agency (purchaser) once a quarter upon request.
New Account Set Up	
1.	Service delivery is required to begin no later than 30 days after account setup is complete (including custom sizing).
2.	Purchasers will be notified if items require longer lead times and will be provided with a delivery date when more time is needed or required.
3.	The contractor will offer onboarding or training to the agency (customer) on processes and systems and provide if requested by the agency (purchaser).
Ordering and Replacement Requirements	
1.	All uniforms shall be maintained in a reasonable condition including the replacement of buttons and sewing of any rips. All badly damaged garments during the contract period or garments deemed to be faded, or unfit to wear by the agency (purchaser) department representative shall be replaced on the next delivery.
2.	Upon receipt of an order, the contractor must send written confirmation to the purchaser within one business day.
3.	The garment must be in perfect working condition and must function just as a new garment would (i.e., zippers, snaps, clasps, and pockets), must be similar in appearance to a new garment (non-faded, same cut, same size), and would be free of stain rips, tears, holes, and heavy creases. New garments will be provided for new employees at the Agency (customer) request.

4.	Garments needing repair shall be tagged, returned in a repaired condition, or replaced within two weeks (2) weeks. Uniforms shall be properly laundered and neatly pressed, returned, and delivered to the appropriate work location.
5.	Laundering and Pressing of uniforms will be in accordance with acceptable, standards and industry best practices.
Garment Service Life	
1.	No replacement shall occur without prior agreement by agency (purchaser) and Contractor
2.	The acceptable service life for garments and textile products on the Contract shall be twenty-four (24) months, unless otherwise needed and must be agreed on by both parties.
3.	When garments reach their service life, no longer than 24 months, the Contractor shall replace those garments without charge to agency (purchasers).
4.	Replacement garments will be the brand name specified and agreed upon by the Contractor and agency (purchaser).
5.	The original issue date to the service date is to be identified on each garment.
Environmental Considerations	
1.	Contractor shall provide and use environmentally friendly products when feasible. Preferable products will have one of the following third-party certifications: Required a) BioPreferred or Safer Choice b) Recycled content policy Desirable- a) Cradle to Cradle Certified or Material Health Certificate b) Fair Trade Certified c) Oeko-Tex Standard 100
2.	The contractor will offer green options where feasible. Enterprise Services prioritizes clothing and linen products that are manufactured with recycled fiber blends, recycled plastic, and other recovered materials. The intent is to promote the use of green products made with recycled materials.
3.	Whenever possible, the Contractor shall prioritize the recycling and reusing of hangers. By implementing this practice, we will minimize waste and contribute to agency sustainability goals.