



FIRST AMENDMENT TO AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **READ'S UNIFORMS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 85-2699502) ("Vendor").

WHEREAS, on September 25, 2022, City and Vendor entered into an Agreement for Uniform Supply and Delivery Services to provide uniforms for the City of Ocala's Fire Rescue department, City of Ocala Contract No. OFR/220630 (the "Original Agreement"); and

WHEREAS, the parties now desire to amend the Original Agreement, specifically Exhibit B – Price Proposal, to reflect balance of line discounts for discontinued and/or substituted items; and

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal**.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



CONTRACT NO.: OFR/220630

If to Vendor:

Read's Uniforms, Inc.
Attention: David George
4 Sweeten Creek Crossing
Asheville, NC 28803
Phone: 828-412-8950
E-mail: david.george@readsuniforms.net

If to City of Ocala:

Daphne M. Robinson, Esq. - Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq. – City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
E-mail: cityattorney@ocalafl.org

6. **EFFECT OF AGREEMENT.** In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.
7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment



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on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 02 / 08 / 2023.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Peter A. Lee

Angel B. Jacobs
City Clerk

Peter Lee
City Manager

Approved as to form and legality:

READ'S UNIFORMS, INC.

William E. Sexton

David L. George Jr.

William E. Sexton, Esq.
City Attorney

Signature

Read's Uniforms, Inc.

Name

VP of Sales

Title

Amended Exhibit B - PRICE PROPOSAL

CONTRACT# OFR/220630

	Bidder name Read's Uniforms	Bidder Location Leesburg, Florida
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INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
1	PANT POLY: HS2149/HS2481: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	186	\$36.82	\$ 6,848.52
2	L/S POLY SHIRT: HS1149/HS1494/HS1495/HS1190: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	40	\$ 42.95	\$ 1,718.00
3	S/S POLY SHIRT: HS1249/HS1496/HS1497/HS1292: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	20	\$ 40.55	\$ 811.00
4	L/S POLO GREY: F5824/F5825: 6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	EA	60	\$ 37.29	\$ 2,237.40
5	S/S POLO GREY: F5802/F5803: 6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	EA	335	\$ 35.03	\$ 11,735.05
6	L/S POLO WHITE: F5356: 4.2 oz 100% polyester piqué Small to 5XL Womens Small to 4XL	EA	10	\$ 33.32	\$ 333.20
7	S/S POLO WHITE: F5355: 4.2 oz 100% polyester piqué Small to 5XL Womens Small to 4XL	EA	285	\$ 29.82	\$ 8,498.70
8	S/S DRIFIT TEE: ST360: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	488	\$ 10.35	\$ 5,050.80
9	L/S DRIFIT TEE: ST360LS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	71	\$ 11.68	\$ 829.28
10	S/S DRIFIT SPEC: ST360 SPEC OPS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	40	\$ 11.65	\$ 466.00
11	L/S DRIFIT SPEC: ST360LS SPEC OPS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	25	\$ 12.98	\$ 324.50
12	JACKET SOFT SHELL: JP68BK: Shell: 96% Polyester / 4% Spandex Elastane. Black size Small to 4XL	EA	35	\$ 74.13	\$ 2,594.55
13	SWEATSHIRT: G18000: 8-ounce, 50/50 cotton/poly. Navy size Small, Medium and Large	EA	60	\$ 14.32	\$ 859.20
14	BALLAP: 112: 60/40 cotton/polyester, 100% polyester mesh back	EA	25	\$ 11.67	\$ 291.75
15	BEANIE: 1501: 100% turbo spun acrylic knit	EA	45	\$ 8.13	\$ 365.85
16	TIE: 90072: Durable low maintenance Polyester	EA	30	\$ 4.00	\$ 120.00
17	APEX PANT: 74434/64446: 67% polyester/ 33% cotton Flex-Tac® canvas with mechanical stretch, 6.4-oz., Teflon™ finish. Navy size 28-48 Waist inseam 30-36	EA	285	\$ 58.85	\$ 16,772.25
18	APEX SHORTS: 73334: 67% polyester / 33% cotton Flex-Tac® canvas, 6.4-oz., Teflon® finish. Navy waist 28-44	EA	125	\$ 51.77	\$ 6,471.25
19	MESH SHORTS: 7219: 100% Polyester Pro Mesh with solid Tricot liner. Navy size Small, Medium and Large	EA	300	\$ 11.66	\$ 3,498.00
20	SWEATPANTS: G18400: 8 oz., 50% USA cotton, 50% polyester. Navy size Small, Medium and Large	EA	65	\$ 15.46	\$ 1,004.90
ANNUAL PRICING					\$ 70,830.20

TOTAL CONTRACT PRICE (3 YEARS)					\$ 212,490.60
OPTIONAL ITEM (ADD-ONS) PRICING					
ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
21	Upsize Charges S/S T-shirt ST360- 2XL	Each	0	\$ 11.68	\$ -
22	Upsize Charges S/S T-shirt ST360- 3XL	Each	0	\$ 14.35	\$ -
23	Upsize Charges S/S T-shirt ST360- 4XL	Each	0	\$ 15.68	\$ -
24	Upsize Charges L/S T-shirt ST360LS - 2XL	Each	0	\$ 13.02	\$ -
25	Upsize Charges L/S T-shirt ST360LS - 3XL	Each	0	\$ 15.68	\$ -
26	Upsize Charges L/S T-shirt ST360LS - 4XL	Each	0	\$ 17.02	\$ -
27	Upsize Charges S/S T-shirt Special Ops - ST360 - 2XL	Each	0	\$ 12.98	\$ -
28	Upsize Charges S/S T-shirt Special Ops - ST360 - 3XL	Each	0	\$ 15.65	\$ -
29	Upsize Charges S/S T-shirt Special Ops - ST360 - 4XL	Each	0	\$ 16.98	\$ -
30	Upsize Charges L/S T-shirt Special Ops - ST360LS - 2XL	Each	0	\$ 14.32	\$ -
31	Upsize Charges L/S T-shirt Special Ops - ST360LS - 3XL	Each	0	\$ 16.98	\$ -
32	Upsize Charges L/S T-shirt Special Ops - ST360LS - 4XL	Each	0	\$ 18.32	\$ -
32	Upsize Charges Sweatshirt - 2XL	Each	0	\$ 16.35	\$ -
33	Upsize Charges Sweatshirt - 3XL	Each	0	\$ 18.44	\$ -
34	Upsize Charges Sweatshirt - 4XL	Each	0	\$ 18.44	\$ -
35	Upsize Charges Mesh Shorts - 2XL	Each	0	\$ 13.90	\$ -
36	Upsize Charges Mesh Shorts - 3XL	Each	0	\$ 15.69	\$ -
37	Upsize Charges Mesh Shorts - 4XL	Each	0	\$ 17.26	\$ -
38	Upsize Charges Sweatpant - 2XL	Each	0	\$ 15.46	\$ -
38	Upsize Charges Sweatpant - 3XL	Each	0	\$ 18.26	\$ -
38	Upsize Charges Sweatpant - 4XL	Each	0	\$ 21.06	\$ -
39	Optional Badge Number Embroidery - Ball Cap	Each	0	\$ 3.00	\$ -
TOTAL: OPTIONAL ITEM PRICING					\$ -

BALANCE OF LINE DISCOUNTS FOR DISCONTINUED/SUBSTITUTED ITEMS*

ITEM	MANUFACTURER NAME	DISCOUNT OFFERED (OFF OF MSRP)	SEWING OF DEPARTMENT SUPPLIED PATCHES AND HEMMING INCLUDED?	ADDITIONAL COST FOR EMBROIDERY, PLOTTING, AND INK DECALS (PRICE EACH)		
40	5.11	20%	YES	Embroidery	1,000-10,000 Stitches	\$ 6.00
41	Propper	20%	YES		10,001-15,000 Stitches	\$ 8.00
42	Truspec	20%	YES		15,001-20,000 Stitches	\$ 10.00
43	SanMar	20%	YES		20,001-25,000 Stitches	\$ 12.00
44	Blauer	20%	YES	Plotting	Single Color up to 2x5"	\$ 5.00
45	Elbeco	20%	YES		Single Color up to 4x12"	\$ 11.00
46	Spiewak	20%	YES		Single Color Reflective up to 2x5"	\$ 7.00
47	Flying Cross	20%	YES		Single Color Reflective up to 4x12"	\$ 15.00
48	Horace Small	20%	YES	Ink Decals	One Color up to 2x5"	\$ 3.00
49	First Tactical	20%	YES		One Color up to 4x12"	\$ 5.00
50	Carhartt	20%	YES		Two Color up to 2x5"	\$ 4.00
51	Liberty	20%	YES		Two Color up to 4x12"	\$ 6.00

*Substitutions of products will only be considered when: (1) the manufacturer has discontinued the product; (2) obsolescence of the item; or (3) the manufacturer is experiencing difficulties in the manufacturing and delivering of the product. Vendor is required to notify City in advance of manufacturer's discontinuance of the item or difficulty in manufacturing/delivering the item. Vendor shall provide an approved substitute at the originally awarded price (OR) at a discount of the Manufacturer's Suggested Retail Price (MSRP) or the item being substituted as stated above. City reserves the right to compare pricing with other vendors. If such comparisons reveal that other vendors are selling the same replacement product for less, City may purchase the product from a lower cost source. Vendor requests to offer substitute products shall be submitted to the City Project Manager in writing (e-mail shall constitute a writing for this purpose) along with: (1) Proof that the manufacturer has discontinued the item and it is no longer available; or (2) that the current item is obsolete; or (3) that the manufacturer is experiencing difficulties in the manufacturing and/or delivery of the product; and (4) MSRP and complete technical specifications for the substitute product for consideration.

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Sent for signature to Read's Uniforms, Inc.
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The document has been completed.