



**AMENDMENT NO.: 1**

Contract No.: 53100000-20-1

Contract Name: Clothing: Purchase, Rental, and Cleaning

This Amendment ("Amendment"), to the Clothing: Purchase, Rental, and Cleaning State Term Contract No. 53100000-20-1 ("Contract"), is made by and between the State of Florida, Department of Management Services ("Department") and Heatherdale Stitchery ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein have the meanings assigned to them in the Contract unless otherwise defined herein.

**WHEREAS**, the Department entered into the above-referenced Contract with the Contractor on October 1, 2020; and

**WHEREAS**, pursuant to Section 6.9, Modification and Severability of Exhibit A: Special Contract Conditions, the Contract may be amended by mutual written agreement.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. Contract Amendment.** This Contract is hereby amended as follows:

**a.** Contract Exhibit A, Special Contract Conditions, Section 13.2, E-Verify, is hereby deleted and replaced in its entirety as follows:

**SECTION 13.2 E-VERIFY**

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

**b.** Contract Exhibit B, Scope of Work, Section 5, Product Availability, is hereby deleted and replaced in its entirety as follows:



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**5. Product Availability**

For all awarded Groups, if purchased or rented Products for the Group(s) listed on the Cost Proposal are not available, the Contractor shall notify the Customer in writing within three (3) business days of receiving the Customer order and offer an equivalent or superior Product option to the Customer, at no additional cost, which is subject to the Customer's approval.

c. Contract Exhibit B, Scope of Work, Section 25, Quarterly Sales Reports, is hereby deleted and replaced in its entirety as follows:

**Section 25. Quarterly Sales Reports**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format). Failure to provide the quarterly sales report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period

Quarter 2 – (October-December) – due 30 calendar days after the close of the period

Quarter 3 – (January-March) – due 30 calendar days after the close of the period

Quarter 4 – (April-June) due 30 calendar days after the close of the period

d. Contract Exhibit B, Scope of Work, Section 29, Financial Consequences, is hereby deleted and replaced in its entirety as follows:

**Section 29. Financial Consequences**

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial consequences will be assessed daily for each individual failure until

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the performance or submittal is accomplished to the Department's or Customer's satisfaction. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

| Performance Metric   | Description   | Frequency               | Financial Consequences for Non-Performance                   |
|--|---|-------------------------|--|
| Submission of complete and accurate Quarterly Sales Report to the Department's Contract Manager      | Submit Quarterly Sales Report thirty (30) calendar days after close of the reporting period   | Each quarter            | \$250 for each Calendar Day late                             |
| Submission of complete and accurate MFMP Transaction Fee Report to the Department's Contract Manager | Submit MFMP Transaction Fee Report fifteen (15) calendar days after close of the reporting period   | Each month              | \$100 for each Calendar Day late                             |
| Timely delivery of purchased clothing  | Delivery of purchased clothing shall be within twenty (20) calendar days after receipt of the order and shall be within thirty (30) calendar days after receipt of the order for special clothing or for a Product in a Seasonal Color. | As ordered by Customers | 5% reduction in invoiced amount, for each Calendar Day late  |
| Timely pick-up and delivery for clothing rentals   | Pick-up and delivery of rentals within the timeframe specified by the Customer.   | As ordered by Customers | 10% reduction in invoiced amount, for each Business Day late |
| Timely pick-up and delivery for cleaned and pressed clothing   | Pick-up of soiled clothing at the Customer's specified location, date, and time and delivery of cleaned and pressed clothing pick-up within the timeframe specified by the Customer.  | As ordered by Customers | 10% reduction in invoiced amount, for each Business Day late |

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract. These consequences for nonperformance shall not be considered penalties.



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**II. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
**Heatherdale Stitchery**

By: DocuSigned by:  
Tami Fillyaw  
991459A211104A3...

By: DocuSigned by:  
Linda R. Oneill  
95FD755C4ED34E8...

**Name:** Tami Fillyaw

**Name:** Linda R. Oneill

**Title:** Chief of Staff

**Title:** Owner

**Date:** 11/3/2020 | 10:27 AM EST

**Date:** 10/29/2020 | 2:21 PM EDT