

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01420
Uniforms2Gear, Inc. 1015 Jones St. Idaho Falls, ID 83401	Amendment No.:	3
	Effective Date:	October 1, 2024

**THIRD AMENDMENT
TO
CONTRACT NO. 01420
CUSTOM UNIFORM**

This Third Amendment (“Amendment”) to Contract No. 01420 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 Uniforms2Gear, Inc, an Idaho 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. 01420 dated effective as of September 1, 2021 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - (1) By instrument titled First Amendment to Contract (dated December 31, 2022) Exhibit B – Prices was amended and replaced in its entirety and Economic Adjustment (Section 3.3) was amended and replaced in its entirety to reflect prices changes based on Bureau of Labor and Statistics (BLS) index PCU352-3152 and WPS583101; and
 - (2) By instrument titled Second Amendment to Contract (dated December 31, 2023) Exhibit B- Prices was amended and replaced in its entirety and Economic Adjustment (Section 3.3) was amended and replaced in its entirety to reflect price changes based on Bureau of Labor and Statistics (BLS) index PCU352-3152 and WPS583101 .
- 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:

1. PAY EQUALITY. The following provision is added to the end of section 4 as a new subsection:

4.12 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.

2. NONDISCRIMINATION. The following provision is added to the end of section 14 as a new subsection:

14.24 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.


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.

**UNIFORMS2GEAR, INC,
AN IDAHO CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:  _____

By: *Nick Ioanna* _____

Name: Jabez Stewart

Name: Nick Ioanna

Title: Regional Manager

Title: Procurement Supervisor

Date: 23/09/24

Date: 23/09/24

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01420
Uniforms2Gear, Inc 1015 Jones St. Idaho Falls, ID 83401	Amendment No.:	2
	Effective Date:	December 31, 2023

**SECOND AMENDMENT
TO
STATEWIDE CONTRACT NO. 01420
CUSTOM UNIFORM**

This First Amendment (“Amendment”) to Contract No. 01420 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 (“State”) and Uniforms2Gear, Inc., an Idaho Corporation, (“Contractor”) and is dated and effective as of December 31, 2023

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01420 for Uniforms2Gear, Inc., dated effective as of September 1, 2021 (“Contract”).
- B. The Parties previously amended the Contract 01420.
 - a. Amendment One dated and effective December 31, 2022, Economic Adjustment.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

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. **PRICING.** The Master Contract pricing for Custom Uniform is hereby amended by deleting the existing *Exhibit B – Prices* in its entirety and inserting the attached ***Exhibit B – Prices***. As of the effective date of this Amendment, any reference to ***Exhibit B – Prices*** shall be deemed to be a reference to the attached ***Exhibit B – Prices*** dated December 31, 2023.
2. **ECONOMIC ADJUSTMENT.** Section 3.3. is hereby amended by deleting the existing section in its entirety and inserting the following in lieu of: Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in

Exhibit B – Prices shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) index PCU3152-3152 Men’s Cut and Sew Apparel, and WPS583101 - Retail Trade Services for the most recent year.

Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of September 1 each year. Prices shall be adjusted on December 1 of each year. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Master Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

Category and Description	PPI
Cut and Sew Apparel Manufacturing	PCU3152-3152
Retail Trade Services	WPS583101

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.

UNIFORMS2GEAR, INC.,
an Idaho Corporation

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:  _____

By: *Nick Ioanna* _____

Name: Jabez Stewart

Name: Nick Ioanna

Title: Regional Manager

Title: Procurement Supervisor

Date: 1/4/2024

Date: 1/8/24

Exhibit B

Price Sheet

Website: https://uniforms2gear.com/			
Item No	Description	Color	Min Order Price (ea)
1	Classic Six (6) Pocket Trouser	WSP Blue	\$124.02
2	Womens Classic Six (6)mPocket Trouser	WSP Blue	\$116.26
3	Long Sleeve SuperShirt	WSP Blue w/Contrast	\$103.05
4	Womens Long Sleeve Supershirt	WSP Blue w/Contrast	\$96.60
5	Short Sleeve Supershirt	WSP Blue w/Contrast	\$99.64
6	Womens Short Sleeve SuperShirt	WSP Blue w/Contrast	\$93.41
7	Short Sleeve BaseShirt	WSP Blue w/ Contract	\$72.63
8	Womans Short Sleeve BaseShirt	WSP Blue w/ Contract	\$68.09
9	Long Sleeve BaseShirt	WSP Blue w/ Contract	\$83.05
10	Womens Long Sleeve BaseShirt	WSP Blue w/ Contract	\$77.86
11	Armorskin Ballistic Vest Carrier	WSP Blue	\$136.18
12	Armorskin Suspension System	Black	\$31.21

Exhibit B

Price Sheet

Alterations - Custom Uniforms		
Item No.	Description	Price (ea)
A1	Hemming	\$7.75
A2	Re-Hemming	\$6.64
A3	Shorten Sleeves-Shirt	\$8.85
A4	Shorten Sleeves-Jacket	\$15.49
A5	Add tails to shirt	\$9.96
A6	Taper Sides Shirts/Jackets/ Blazers	\$7.75
A7	Sew in Military Creases	\$11.07
A8	Waist adjustments	\$8.85
A9	Seat Adjustment	\$8.85
A10	Alter Rise	\$13.28
A11	Repair broken Zipper - jacket	\$13.28
A12	Repair broken zipper - pants	\$11.07
A13	Pant Striping 1" or narrower	\$11.07
A14	Pant Striping > 1" wide	\$11.07
A15	Coat Sleeve Stripe - 1 row	\$13.28
A16	Coat Sleeve Stripe - each additional row	\$4.43
A17	Add Microphone Tab to shirt, jacket, etc.	\$2.21
A18	Add Badge Tab to shirt, jacket, etc.	\$2.21
A19	Add/Change Shoulder Strap/Epilates	\$8.85
A20	Add/Change Pocket Flaps	\$8.85
A21	Attach customer-provided patches, nametags, etc. on shirts & non-waterproof outerwear	\$4.15
A22	Attach customer provided patches, nametags, etc, on shirts and non-waterproof outerwear	\$6.36

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01420
Uniforms2Gear, Inc 1015 Jones St. Idaho Falls, ID 83401	Amendment No.:	1
	Effective Date:	December 31, 2022

**FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 01420
CUSTOM UNIFORM**

This First Amendment (“Amendment”) to Contract No. 01420 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 (“State”) and Uniforms2Gear, Inc., an Idaho Corporation, (“Contractor”) and is dated and effective as of December 31, 2022.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01420 for Uniforms2Gear, Inc., dated effective as of September 1, 2021 (“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.

A G R E E M E N T

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. **PRICING.** The Master Contract pricing for Custom Uniform is hereby amended by deleting the existing *Exhibit B – Prices* in its entirety and inserting the attached ***Exhibit B – Prices***. As of the effective date of this Amendment, any reference to ***Exhibit B – Prices*** shall be deemed to be a reference to the attached ***Exhibit B – Prices*** dated December 31, 2022.
2. **ECONOMIC ADJUSTMENT.** Section 3.3. is hereby amended by deleting the existing section in its entirety and inserting the following in lieu of: Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B – Prices* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) index PCU31522-31522 Men’s Cut and Sew Apparel, and PCU31524 -31524 Women’s Cut and Sew Apparel WPS583101 - Retail Trade Services for the most recent year.

Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of September 1 each year. Prices shall be adjusted on December 1 of each year. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Master Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$


Category and Description	PPI
Women's Cut and Sew Apparel	PCU31524 -31524
Men's Cut and Sew Apparel	PCU31522-31522
Retail Trade Services	WPS583101

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.

UNIFORMS2GEAR, INC.,
an Idaho Corporation

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Jabez Stewart
Title: V/P of Sales ; Operations
Date: 12/28/2022

By: Nick Ioanna
Name: Nick Ioanna
Title: Procurement Supervisor
Date: 12/29/2022

Exhibit B
Price Sheet

Item No	Description	Color	Min Order Price (ea.)
1	Classic Six (6) Pocket Trouser	WSP Blue	\$120.21
2	Womens Classic Six (6)Pocket Trouser	WSP Blue	\$112.69
3	Long Sleeve SuperShirt	WSP Blue w/Contrast	\$99.88
4	Womens Long Sleeve Supershirt	WSP Blue w/Contrast	\$93.63
5	Short Sleeve Supershirt	WSP Blue w/Contrast	\$96.58
6	Womens Short Sleeve SuperShirt	WSP Blue w/Contrast	\$90.54
7	Short Sleeve BaseShirt	WSP Blue w/ Contract	\$70.40
8	Womens Short Sleeve BaseShirt	WSP Blue w/ Contract	\$66.00
9	Long Sleeve BaseShirt	WSP Blue w/ Contract	\$80.50
10	Womens Long Sleeve BaseShirt	WSP Blue w/ Contract	\$75.46
11	Armorskin Ballistic Vest Carrier	WSP Blue	\$132.00
12	Armorskin Suspension System	Black	\$30.25

Spiewak: minimum order is **200 each per style for all items.**
Men's and women's long sleeve shirts in any size constitute one style.
Uniforms2Gear: Minimum order is 10

Website: <https://uniforms2gear.com/>

For website orders, please contact Jabez Stewart for assistance and minimum quantities.

Exhibit B

Price Sheet

Alterations		
Item No.	Description	Price (ea)
A1	Hemming	\$7.70
A2	Re-Hemming	\$6.60
A3	Shorten Sleeves-Shirt	\$8.80
A4	Shorten Sleeves-Jacket	\$15.40
A5	Add tails to shirt	\$9.90
A6	Taper Sides Shirts/Jackets/ Blazers	\$7.70
A7	Sew in Military Creases	\$11.00
A8	Waist adjustments	\$8.80
A9	Seat Adjustment	\$8.80
A10	Alter Rise	\$13.20
A11	Repair broken Zipper - jacket	\$13.20
A12	Repair broken zipper - pants	\$11.00
A13	Pant Striping 1" or narrower	\$11.00
A14	Pant Striping > 1" wide	\$11.00
A15	Coat Sleeve Stripe - 1 row	\$13.20
A16	Coat Sleeve Stripe - each additional row	\$4.40
A17	Add Microphone Tab to shirt, jacket, etc.	\$2.20
A18	Add Badge Tab to shirt, jacket, etc.	\$2.20
A19	Add/Change Shoulder Strap/Epilates	\$8.80
A20	Add/Change Pocket Flaps	\$8.80
A21	Attach customer-provided patches, nametags, etc. on shirts & non-waterproof outerwear	\$4.13
A22	Attach customer provided patches, nametags, etc. on shirts and non-waterproof outerwear	\$6.33