

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02616
Commonwealth Ammunition, LLC. A Delaware Limited Liability Company 7315 NE 1 st Place Miami FL. 33138 (302)300-3700	Amendment No.:	1
	Effective Date:	July 1, 2017

**FIRST AMENDMENT
TO
CONTRACT NO. 02616
AMMUNITION**

This First Amendment ("Amendment") to Contract No. 02616 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 Commonwealth Ammunition, LLC. A Delaware Limited Liability Company ("Contractor") and is effective as of July 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02616 dated effective as of July 1, 2017 ("Contract").
- B. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after July 1, 2017. Contract purchases made prior to July 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after July 1, 2017 will be subject to the VMF set forth in this amendment.
- 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.

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. **VENDOR MANAGEMENT FEE.** Section 8.2 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 8.2 - VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:


Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
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.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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

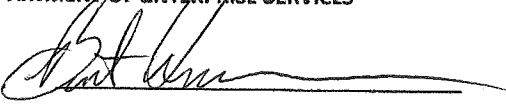
of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

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

COMMONWEALTH AMMUNITION, LLC.
A DELAWARE LIMITED LIABILITY COMPANY

By: 
Name: ADAM OLIVER
Title: Owner
Date: 5/2/2017

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Brent Duncan
Title: Vendor Management Fee Coordinator
Date: May 2, 2017

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02616
Commonwealth Ammunition LLC 7315 NE 1 st Place Miami, FL 33138	Amendment No.:	2
	Effective Date:	February 1, 2019

**SECOND AMENDMENT
TO
CONTRACT No. 02616
AMMUNITION**

This Second Amendment (“Amendment”) to Contract No. 02616 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 Commonwealth Ammunition, LLC, a Delaware Limited Liability Company (“Contractor”) and is dated as of February 1, 2019.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02616 for ammunition dated effective as of January 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract one time effective July 1, 2017 adjusting the vendor management fee.
- 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. **ECONOMIC ADJUSTMENT.** The contract ceiling prices are amended, not to exceed the prices set forth in Exhibit A.
- 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. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

**COMMONWEALTH AMMUNITION, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

By: 
Name: **Adam Oliver**
Title: **CEO**
Date: **2/4/2019**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Melanie Williams
Title: Contracts Specialist
Date: 2/4/2019

EXHIBIT A PRICING

Category A - Handgun							
	Manufacturer	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth	Full Metal Jacket	9 MM	115	500	\$114.18	60
2	Commonwealth	Total Metal Jacket or Brass Enclosed Base	9 MM	115	500	\$114.18	60
3	Commonwealth	Full Metal Jacket	9 MM	124	500	\$115.22	60
4	Commonwealth	Total Metal Jacket	9 MM	124	500	\$115.22	60
5	Commonwealth	Total Metal Jacket or Brass Enclosed Base	0.40	165	500	\$158.81	60
6	Commonwealth	Full Metal Jacket	0.40	165	500	\$158.81	60
7	Commonwealth	Full Metal Jacket	0.40	180	500	\$158.81	60
8	Commonwealth	Full Metal Jacket	0.45	230	500	\$200.85	60
9	Commonwealth	Total Metal Jacket	0.45	230	500	\$200.85	60
10	Commonwealth	Frangible Lead Free	9 MM	100	500	\$176.46	60
11	Commonwealth	Lead Free Primer, Brass Enclosed Base	9 MM	115	500	\$114.18	60
12	Commonwealth	Lead Free Primer, Brass Enclosed Base	9 MM	124	500	\$119.37	60
13	Commonwealth	Total Metal Jacket, Clean Burn	9 MM	124	500	\$119.37	60
14	Commonwealth	Frangible Lead Free	0.40	125	500	\$212.79	60
15	Commonwealth	Frangible Lead Free	0.40	135	500	\$215.90	60
16	Commonwealth	Total Metal Jacket, Clean Burn	0.40	180	500	\$171.27	60
17	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.40	180	500	\$171.27	60
18	Commonwealth	Frangible Lead Free	0.45	155	500	\$249.12	60
19	Commonwealth	Total Metal Jacket, Clean Burn	0.45	230	500	\$205.52	60
20	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.45	230	500	\$205.52	60
21	Commonwealth	Lead Free Primer, Brass Enclosed Base	357 SIG	125	500	\$238.22	60

22	Commonwealth	Non-Toxic Frangible	357 SIG	100	500	\$243.93	60
23	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.38	100	500	\$154.14	60

Category B - Rifle							
	Manufacturer	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth	Non-Toxic Frangible	0.223	42	500	\$228.36	60
2	Commonwealth	Jacketed	0.223	55	200	\$103.80	60
3	Commonwealth	Frangible	0.223	55	200	\$103.80	60

Category C - Shotgun								
	Manufacturer	Product Name	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth		Rifled Slug	12 Gauge 2-3/4"	-	200	\$129.75	60
2	Commonwealth	CW15001	Frangible Slug	12 Gauge	-	200	\$217.98	60
3	Commonwealth	CW13005	Frangible 00 Buck	12 Gauge	9	200	\$207.60	60
4	Commonwealth	CW13042	Frangible 00 Buck	12 Gauge	8	200	\$207.60	60

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Commonwealth Ammunition LLC
7315 NE 1st Place
Miami, FL 33138

**THIRD AMENDMENT
TO
CONTRACT No. 02616
AMMUNITION**

This Third Amendment (“Amendment”) to Contract No. 02616 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 Commonwealth Ammunition LLC., a Delaware Limited Liability Company (“Contractor”) and is dated as of February 1, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02616 for Ammunition dated effective as of January 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract two times.
 - a. Amendment 1 effective July 1, 2017 (Vendor Management Fee)
 - b. Amendment 2 effective February 1, 2019 (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.

AGREEMENT

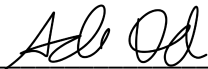
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **ECONOMIC ADJUSTMENT.** The contract ceiling prices are amended, not to exceed the prices set forth in Exhibit A.
- 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. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

**COMMONWEALTH AMMUNITION, LLC.,
A LIMITED LIABILITY COMPANY**

By: 
Name: Adam Oliver
Title: Owner
Date: 1.25.21

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Breann Aggers
Title: Contracts Specialist
Date: _____

EXHIBIT A PRICING

Category A - Handgun							
	Manufacturer	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth	Full Metal Jacket	9 MM	115	500	\$115.29	60
2	Commonwealth	Total Metal Jacket or Brass Enclosed Base	9 MM	115	500	\$115.29	60
3	Commonwealth	Full Metal Jacket	9 MM	124	500	\$116.34	60
4	Commonwealth	Total Metal Jacket	9 MM	124	500	\$116.34	60
5	Commonwealth	Total Metal Jacket or Brass Enclosed Base	0.4	165	500	\$160.35	60
6	Commonwealth	Full Metal Jacket	0.4	165	500	\$160.35	60
7	Commonwealth	Full Metal Jacket	0.4	180	500	\$160.35	60
8	Commonwealth	Full Metal Jacket	0.45	230	500	\$202.81	60
9	Commonwealth	Total Metal Jacket	0.45	230	500	\$202.81	60
10	Commonwealth	Frangible Lead Free	9 MM	100	500	\$178.18	60
11	Commonwealth	Lead Free Primer, Brass Enclosed Base	9 MM	115	500	\$115.29	60
12	Commonwealth	Lead Free Primer, Brass Enclosed Base	9 MM	124	500	\$120.53	60
13	Commonwealth	Total Metal Jacket, Clean Burn	9 MM	124	500	\$120.53	60
14	Commonwealth	Frangible Lead Free	0.4	125	500	\$214.86	60
15	Commonwealth	Frangible Lead Free	0.4	135	500	\$218.00	60
16	Commonwealth	Total Metal Jacket, Clean Burn	0.4	180	500	\$172.93	60
17	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.4	180	500	\$172.93	60
18	Commonwealth	Frangible Lead Free	0.45	155	500	\$251.54	60
19	Commonwealth	Total Metal Jacket, Clean Burn	0.45	230	500	\$207.52	60
20	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.45	230	500	\$207.52	60
21	Commonwealth	Lead Free Primer, Brass Enclosed Base	357 SIG	125	500	\$240.54	60
22	Commonwealth	Non-Toxic Frangible	357 SIG	100	500	\$246.30	60
23	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.38	100	500	\$155.64	60

Category B - Rifle							
	Manufacturer	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth	Non-Toxic Frangible	0.223	42	500	\$230.57	60
2	Commonwealth	Jacketed	0.223	55	200	\$104.81	60
3	Commonwealth	Frangible	0.223	55	200	\$104.81	60

Category C - Shotgun								
	Manufacturer	Product Name	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth		Rifled Slug	12 Gauge 2-3/4"	-	200	\$131.01	60
2	Commonwealth	CW15001	Frangible Slug	12 Gauge	-	200	\$220.10	60
3	Commonwealth	CW13005	Frangible 00 Buck	12 Gauge	9	200	\$209.61	60
4	Commonwealth	CW13042	Frangible 00 Buck	12 Gauge	8	200	\$209.61	60

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Commonwealth Ammunition LLC
7315 NE 1st Place
Miami, FL 33138

**FOURTH AMENDMENT
TO
CONTRACT NO. 02616
AMMUNITION**

This Fourth Amendment (“Amendment”) to Contract No. 02616 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 Commonwealth Ammunition LLC., a Delaware Limited Liability Company (“Contractor”) and is dated as of February 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02616 for Ammunition dated effective as of January 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract three times.
 - a. Amendment 1 effective July 1, 2017 (Adjust Vendor Management Fee Language)
 - b. Amendment 2 effective February 1, 2019 (Economic Price Adjustment)
 - c. Amendment 3 effective February 1, 2021 (Economic Price 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.

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. **PRICE ADJUSTMENT LANGUAGE.** *Section 3.3- ECONOMIC ADJUSTMENT* and *Section 3.4- PRICE CEILING* are hereby amended by deleting the sections in their entirety and replaced with the following:
 - 1.1. **SECTION 3.3 ECONOMIC PRICE ADJUSTMENT (“EPA”).** Pricing will remain firm and fixed for the initial term of the Contract. After twenty-four (24) months, the prices set forth in *Exhibit A* shall be adjusted annually at Contractor request, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (“BLS”) Price Product Indices (“PPI”) for the most recent year. See Section 3.3.2 of this Amendment for Indices.

Incidental charges (minimum order fee, shipping, express shipping, lift gate fee, etc.) are not eligible for an annual price adjustment based on PPI.

1.1.1. **Section 3.3.1 CRITERIA FOR VALID EPA REQUEST.** The Contractor must meet the following criteria in order to submit a valid EPA request:

- a. **REQUEST PERIOD.** The EPA request must be sent by the Contractor within a two (2) month period between October 15 and December 15 to be eligible for an EPA on the following February 1. Requests made on or after December 16 are subject to State approval via DES and may be deemed an invalid request.
- b. **WRITTEN EMAIL TO ASSIGNED STATE EMPLOYEE.** The EPA request must be a written email sent by the Contractor to the DES Primary Contact or their designee (listed on the DES website at the Ammunition Contract #02616 Contract Summary Page). Contractor may contact the State via The Contracts Resource Center (currently available at 360-407-2210) if Contractor is unable to determine the DES Primary Contact.
- c. **GOOD STANDING.** Contractor must be in good standing by reasonably performing Contract obligations and being up to date on VMF payments.

1.1.2. **SECTION 3.3.2 EPA CALCULATION PROCESS.** All calculations for the index shall be based upon the latest version of final data published as of November each year (preliminary data will not be used). Prices shall be adjusted on February 1, 2019 and annually on February 1 thereafter provided the Contractor successfully submits an EPA request. If an index is recoded, and the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. 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

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

The following final data from this US BLS index will be inserted in the formula above:

Small arms ammunition mfg.

PCU3329923329920

1.2. **SECTION 3.4 PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit A – Prices for Goods/Services* subject to Economic Price Adjustment as set forth herein.


- 2. **PRICE ADJUSTMENT.** The previous *Exhibit A – Prices for Goods/Services* is deleted in its entirety and replaced with *Exhibit A: Revised 2/1/22*. The items listed in Exhibit A are amended to reflect updated pricing.
- 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.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

**COMMONWEALTH AMMUNITION, LLC.,
A LIMITED LIABILITY COMPANY**

By: 
Name: Adam Oliver
Title: Owner
Date: 2/4/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**


By: 
Name: Nick Ioanna
Title: Procurement Supervisor
Date: 2/8/2022

EXHIBIT A: REVISED 2/1/22

PRODUCTS COVERED

CATEGORY A - HANDGUN

	Manufacturer	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth	Full Metal Jacket	9 MM	115	500	\$118.86	60
2	Commonwealth	Total Metal Jacket or Brass Enclosed Base	9 MM	115	500	\$118.86	60
3	Commonwealth	Full Metal Jacket	9 MM	124	500	\$119.95	60
4	Commonwealth	Total Metal Jacket	9 MM	124	500	\$119.95	60
5	Commonwealth	Total Metal Jacket or Brass Enclosed Base	0.4	165	500	\$165.32	60
6	Commonwealth	Full Metal Jacket	0.4	165	500	\$165.32	60
7	Commonwealth	Full Metal Jacket	0.4	180	500	\$165.32	60
8	Commonwealth	Full Metal Jacket	0.45	230	500	\$209.10	60
9	Commonwealth	Total Metal Jacket	0.45	230	500	\$209.10	60
10	Commonwealth	Frangible Lead Free	9 MM	100	500	\$183.70	60
11	Commonwealth	Lead Free Primer, Brass Enclosed Base	9 MM	115	500	\$118.86	60
12	Commonwealth	Lead Free Primer, Brass Enclosed Base	9 MM	124	500	\$124.27	60
13	Commonwealth	Total Metal Jacket, Clean Burn	9 MM	124	500	\$124.27	60
14	Commonwealth	Frangible Lead Free	0.4	125	500	\$221.52	60
15	Commonwealth	Frangible Lead Free	0.4	135	500	\$224.76	60
16	Commonwealth	Total Metal Jacket, Clean Burn	0.4	180	500	\$178.29	60
17	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.4	180	500	\$178.29	60
18	Commonwealth	Frangible Lead Free	0.45	155	500	\$259.34	60
19	Commonwealth	Total Metal Jacket, Clean Burn	0.45	230	500	\$213.95	60
20	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.45	230	500	\$213.95	60
21	Commonwealth	Lead Free Primer, Brass Enclosed Base	357 SIG	125	500	\$248.00	60
22	Commonwealth	Non-Toxic Frangible	357 SIG	100	500	\$253.94	60
23	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.38	100	500	\$160.46	60

Category B – Rifle

	Manufacturer	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth	Non-Toxic Frangible	0.223	42	500	\$237.72	60
2	Commonwealth	Jacketed	0.223	55	200	\$108.06	60
3	Commonwealth	Frangible	0.223	55	200	\$108.06	60

Category C – Shotgun

	Manufacturer	Product Name	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth		Rifled Slug	12 Gauge 2-3/4"	-	200	\$135.07	60
2	Commonwealth	CW15001	Frangible Slug	12 Gauge	-	200	\$226.92	60
3	Commonwealth	CW13005	Frangible 00 Buck	12 Gauge	9	200	\$216.11	60
4	Commonwealth	CW13042	Frangible 00 Buck	12 Gauge	8	200	\$216.11	60

State of Washington
Contracts & Procurement Division
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Commonwealth Ammunition LLC
7315 NE 1st Place
Miami, FL 33138

**FIFTH AMENDMENT
TO
CONTRACT NO. 02616
AMMUNITION**

This Fourth Amendment (“Amendment”) to Contract No. 02616 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 Commonwealth Ammunition LLC., a Delaware Limited Liability Company (“Contractor”) and is dated as of March 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02616 for Ammunition dated effective as of January 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract four times.
 - a. Amendment 1 effective July 1, 2017 (Adjust Vendor Management Fee Language)
 - b. Amendment 2 effective February 1, 2019 (Economic Price Adjustment)
 - c. Amendment 3 effective February 1, 2021 (Economic Price Adjustment)
 - d. Amendment 4 effective February 1, 2022 (Economic Price Adjustment and Economic Price Adjustment language)
- 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.

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. PRICE ADJUSTMENT LANGUAGE.** *Section 3.3- ECONOMIC PRICE ADJUSTMENT* is hereby amended by deleting the section in its entirety and replaced with the language below. Section 3.4 *PRICE CEILING* is amended to add Section 3.4.1 *TEMPORARY PRICE ADJUSTMENT*. The altered and added language is thus:
 - 1.1. SECTION 3.3 ECONOMIC PRICE ADJUSTMENT (“EPA”).** Pricing will remain firm and fixed for the initial term of the Contract. After twenty-four (24) months, the prices set forth in *Exhibit A* shall be adjusted annually at Contractor request, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (“BLS”) Price Product Indices (“PPI”) for the most recent year. See Section 3.3.2 EPA Calculation Process of for Indices. In the event of a pricing dispute, Contractor must continue to provide products at current prices until new pricing is agreed upon.

Incidental charges (minimum order fee, shipping, express shipping, lift gate fee, etc.) are not eligible for an annual price adjustment based on PPI.

1.1.1. **Section 3.3.1 CRITERIA FOR VALID EPA REQUEST.** The Contractor must meet the following criteria in order to submit a valid EPA request:

- a. **REQUEST PERIOD.** The EPA request must be sent by the Contractor within a two (2) month period between October 15 and December 15 to be eligible for an EPA on the following February 1. Requests made on or after December 16 are subject to State approval via DES and may be deemed an invalid request.
- b. **WRITTEN EMAIL TO ASSIGNED STATE EMPLOYEE.** The EPA request must be a written email sent by the Contractor to the DES Primary Contact or their designee (listed on the DES website at the Ammunition Contract #02616 Contract Summary Page). Contractor may contact the State via The Contracts Resource Center (currently available at 360-407-2210) if Contractor is unable to determine the DES Primary Contact.
- c. **GOOD STANDING.** Contractor must be in good standing by reasonably performing Contract obligations and being up to date on VMF payments.

1.1.2. **SECTION 3.3.2 EPA CALCULATION PROCESS.** All calculations for the index shall be based upon the latest version of final data published as of November each year (preliminary data will not be used). Prices shall be adjusted on February 1, 2019 and annually on February 1 thereafter provided the Contractor successfully submits an EPA request. If an index is recoded, and the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. 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

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

The following final data from this US BLS index will be inserted in the formula above:

Small Arms Ammunition Manufacturing	PCU332992332992
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A Period Index is defined as the annual average.

1.2. **SECTION 3.4.1 TEMPORARY PRICE ADJUSTMENT.** Notwithstanding any provision to the contrary, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by

Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;

(d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);

(e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;

(f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;

(g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

(h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment);

(i) Temporary Price Adjustments shall operate outside the amendment process. The power to approve, rescind, reapprove, and adjust prices shall be done in writing via email between the State's approved DES designee and Contractor; and

(j) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.

2. **PRICE ADJUSTMENT.** Prices are hereby amended to reflect a +3.3% EPA. The previous Exhibit A – Prices for Goods/Services is deleted in its entirety and replaced with Exhibit A: Revised 3/1/22. The items listed in Exhibit A are amended to reflect updated pricing.
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.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

**COMMONWEALTH AMMUNITION, LLC.,
A LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Adam Oliver*
Adam Oliver (Feb 17, 2022 11:22 EST)
Name: Adam Oliver
Title: Owner
Date: February 17, 2022

By: *Nick Ioanna*
Name: Nick Ioanna
Title: Procurement Supervisor
Date: 2.17.22

EXHIBIT A: REVISED 3/1/22

PRODUCTS COVERED

CATEGORY A - HANDGUN

	Manufacturer	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth	Full Metal Jacket	9 MM	115	500	\$137.05	60
2	Commonwealth	Total Metal Jacket or Brass Enclosed Base	9 MM	115	500	\$137.05	60
3	Commonwealth	Full Metal Jacket	9 MM	124	500	\$138.30	60
4	Commonwealth	Total Metal Jacket	9 MM	124	500	\$138.30	60
5	Commonwealth	Total Metal Jacket or Brass Enclosed Base	0.4	165	500	\$190.61	60
6	Commonwealth	Full Metal Jacket	0.4	165	500	\$190.61	60
7	Commonwealth	Full Metal Jacket	0.4	180	500	\$190.61	60
8	Commonwealth	Full Metal Jacket	0.45	230	500	\$241.09	60
9	Commonwealth	Total Metal Jacket	0.45	230	500	\$241.09	60
10	Commonwealth	Frangible Lead Free	9 MM	100	500	\$211.81	60
11	Commonwealth	Lead Free Primer, Brass Enclosed Base	9 MM	115	500	\$137.05	60
12	Commonwealth	Lead Free Primer, Brass Enclosed Base	9 MM	124	500	\$143.28	60
13	Commonwealth	Total Metal Jacket, Clean Burn	9 MM	124	500	\$143.28	60
14	Commonwealth	Frangible Lead Free	0.4	125	500	\$255.41	60
15	Commonwealth	Frangible Lead Free	0.4	135	500	\$259.15	60
16	Commonwealth	Total Metal Jacket, Clean Burn	0.4	180	500	\$205.57	60
17	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.4	180	500	\$205.57	60
18	Commonwealth	Frangible Lead Free	0.45	155	500	\$299.02	60
19	Commonwealth	Total Metal Jacket, Clean Burn	0.45	230	500	\$246.69	60
20	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.45	230	500	\$246.69	60
21	Commonwealth	Lead Free Primer, Brass Enclosed Base	357 SIG	125	500	\$285.94	60
22	Commonwealth	Non-Toxic Frangible	357 SIG	100	500	\$292.79	60
23	Commonwealth	Lead Free Primer, Brass Enclosed Base	0.38	100	500	\$185.02	60

Category B – Rifle

	Manufacturer	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth	Non-Toxic Frangible	0.223	42	500	\$274.09	60
2	Commonwealth	Jacketed	0.223	55	200	\$124.59	60
3	Commonwealth	Frangible	0.223	55	200	\$124.59	60

Category C – Shotgun

	Manufacturer	Product Name	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Commonwealth		Rifled Slug	12 Gauge 2-3/4"	-	200	\$155.74	60
2	Commonwealth	CW15001	Frangible Slug	12 Gauge	-	200	\$261.64	60
3	Commonwealth	CW13005	Frangible 00 Buck	12 Gauge	9	200	\$249.17	60
4	Commonwealth	CW13042	Frangible 00 Buck	12 Gauge	8	200	\$249.17	60









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Final Audit Report

2022-02-17

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