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| State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 | CONTRACT AMENDMENT | |
| | Contract No.: | 22422 |
| | Amendment No.: | 1 |
| Proforce Law Enforcement 2625 Stearman Rd. Ste. A Prescott, AZ 86301 | Effective Date: | 10/31/2024 |

FIRST AMENDMENT
TO
CONTRACT No. 22422
AMMUNITION

This First Amendment ("Amendment") to Contract No. 22422 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 Proforce Marketing, Inc., an Arizona Corporation ("Contractor") and is dated as of October 31, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 12722 dated effective as of November 1, 2023 ("Contract").
- B. The Parties have not previously amended the Contract.
- C. The Parties now desire to amend the Contract to include a 'pay equality provision' and 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 (Reps and Warranty) as a new subsection:

4.19 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 18 (General Provisions) as a new subsection:

18.24 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.

PROFORCE MARKETING, INC.
AN ARIZONA CORPORATION

By: Kaylee Mitchell
Kaylee Mitchell (Nov 1, 2024 10:09 PDT)

Name: Kaylee Mitchell

Title: Contract Specialist

Date: 11/01/24

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Nick Ioanna

Name: Nicholas Ioanna

Title: Procurement Supervisor

Date: 11/01/24









WA 22422 Proforce AMD1

Final Audit Report

2024-11-01

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| State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 | Contract No.: | 22422 |
| Proforce Law Enforcement 2625 Stearman Rd. Ste. A Prescott, AZ 86301 | Amendment No.: | 2 |
| | Effective Date: | 09/10/2025 |

**SECOND AMENDMENT
TO
CONTRACT NO. 22422
AMMUNITION**

This second Amendment ("Amendment") to Contract No. 22422 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 Proforce Marketing, Inc., an Arizona Corporation ("Contractor") and is dated as of September 10, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 22422 dated effective as of January, 1, 2024 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - (1) Added Section 4.19 Pay Equality and Section 18.25 Nondiscrimination in first amendment dated October 31, 2024.
- C. The Parties now desire to amend the Contract.
- D. 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. **CONTRACT EXTENSION.** The Contract is extended thirty-six (36) months to December 31, 2028.
2. **ECONOMIC PRICE ADJUSTMENT.** Exhibit A: Included Ammunition and Prices is to be removed and replaced with Exhibit A: Price List updated 09.10.25 in order to reflect economic pricing adjustments into the Price List. The products added and incorporated to the new Exhibit A: Price List updated 9.10.25 are listed below.

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.

PROFORCE MARKETING, INC.
AN ARIZONA CORPORATION

By: Kaylee Mitchell
Kaylee Mitchell (Sep 4, 2025 08:34:33 PDT)
Name: Kaylee Mitchell
Title: Contract Specialist
Date: Sept 4, 2025

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Shantel Wight
Name: Shantel Wight
Title: Procurement Supervisor
Date: Sept 4, 2025

EXHIBIT A**PRICE LIST UPDATED 9.10.25**

All Ammunition:

- Shall be factory new, not reloaded or remanufactured
- Shall meet the Sporting Arms and Manufacturer's Institute (SAAMI) requirements for technical specifications, transportation, storage

HANDGUN AMMUNITION

| # | Manufacturer | Bullet Style | Product Name | Product Code (SKU) | Caliber | Grain | Rounds per Case | Price per Case |
|---|--------------|-------------------|--------------|--------------------|----------|-------|-----------------|----------------|
| 1 | Aguila | Full Metal Jacket | AGUILA | 1E097704 | 9 MM | 115 | 1,000 | \$228.00 |
| 2 | Aguila | Full Metal Jacket | AGUILA | 1E092110 | 9 MM | 124 | 1,000 | \$229.33 |
| 3 | Aguila | Full Metal Jacket | AGUILA | 1E382521 | 0.38 S | 130 | 1,000 | \$404.44 |
| 4 | Aguila | Full Metal Jacket | AGUILA | 1E402110 | 0.40 | 180 | 1,000 | \$326.44 |
| 5 | Aguila | Full Metal Jacket | AGUILA | 1E452110 | 0.45 | 230 | 1,000 | \$372.00 |
| 6 | Aguila | SUPER AUTO +P FMJ | AGUILA | 1E382112 | 38 Super | 130 | 1000 | \$484.00 |
| 7 | Aguila | SUBSONIC FMJ FN | AGUILA | 1E097719 | 9mm | 147 | 1000 | \$267.78 |
| 8 | Aguila | JHP PRACTICE | AGUILA | 1E092125 | 9mm | 124 | 500 | \$185.78 |
| 9 | Aguila | COLT SOFT POINT | AGUILA | 1E454319 | 45 Colt | 200 | 500 | \$369.67 |

RIFLE AMMUNITION

| # | Manufacturer | Bullet Style | Product Name | Product Code (SKU) | Caliber | Grain | Rounds per Case | Price per Case |
|---|--------------|-------------------|--------------|--------------------|---------|-------|-----------------|----------------|
| 1 | Aguila | Full Metal Jacket | AGUILA | 1E223110 | 0.223 | 55 | 1000 | \$428.22 |
| 2 | Aguila | FMJ BT | AGUILA | 1E556110 | 5.56 | 62 | 1000 | \$432.89 |
| 3 | Aguila | AAC BLACKOUT FMJ | AGUILA | 1E300110 | 300 | 150 | 1000 | \$650.44 |
| 4 | Aguila | WIN FMJBT | AGUILA | 1E308110 | 308 | 150 | 500 | \$416.67 |

SHOTGUN AMMUNITION

| # | Manufacturer | Bullet Style | Product Name | Product Code (SKU) | Caliber | Pellet Count | Rounds per Case | Price per Case |
|---|--------------|--------------|--------------|--------------------|----------|--------------|-----------------|----------------|
| 1 | AGUILA | 00 Buck Shot | AGUILA | 1CHB1320 | 12 Gauge | 9 | 250 | \$179.89 |

FORCE-ON-FORCE TRAINING AMMUNITION

| # | Bullet Style | Product Name | Product Code (SKU) | Caliber | Rounds per Case | Price per Case |
|----|---------------------------|--------------|--------------------|---------|-----------------|----------------|
| 1 | Red Marking Cartridges | UTM | 01-0976 | 9 MM | 1,000 | \$789.47 |
| 2 | Blue Marking Cartridges | UTM | 01-0977 | 9 MM | 1,000 | \$789.47 |
| 3 | Yellow Marking Cartridges | UTM | 01-0979 | 9 MM | 1,000 | \$926.32 |
| 4 | Green Marking Cartridges | UTM | 01-0978 | 9 MM | 1,000 | \$789.47 |
| 5 | Red Marking Cartridges | UTM | 01-0971 | 0.223 | 900 | \$975.79 |
| 6 | Blue Marking Cartridges | UTM | 01-0972 | 0.223 | 900 | \$975.79 |
| 7 | Green Marking Cartridges | UTM | 01-0973 | 0.223 | 900 | \$975.79 |
| 8 | Blank Round | UTM | (01-3090) | 9 MM | 1,000 | \$694.74 |
| 9 | 9mm SBR | UTM | 01-3089 | 9mm | 1000 | \$610.53 |
| 10 | 9mm LBBR | UTM | 01-3130 | 9mm | 1000 | \$810.53 |
| 11 | 9mm SMG MMR Red | UTM | 01-0981 | 9mm | 1000 | \$957.89 |
| 12 | 9mm SMG MMR Blue | UTM | 01-0982 | 9mm | 1000 | \$957.89 |
| 13 | 9mm SMG MMR Green | UTM | 01-0983 | 9mm | 1000 | \$957.89 |
| 14 | 9mm SMG MMR Yellow | UTM | 01-0984 | 9mm | 1000 | \$1,147.37 |
| 15 | 9mm NMR | UTM | 01-3100 | 9mm | 1000 | \$789.47 |
| 16 | 9mm UTX Red | UTM | 01-3101 | 9mm | 1000 | \$810.53 |
| 17 | 9mm UTX Blue | UTM | 01-3102 | 9mm | 1000 | \$810.53 |
| 18 | 9mm UTX Green | UTM | 01-3103 | 9mm | 1000 | \$810.53 |

| # | Bullet Style | Product Name | Product Code (SKU) | Caliber | Rounds per Case | Price per Case |
|----|-------------------------------|--------------|--------------------|---------|-----------------|----------------|
| 19 | 9mm UTX Yellow | UTM | 01-3104 | 9mm | 1000 | \$989.47 |
| 20 | 5.56mm SBR | UTM | 01-0856 | 5.56 | 900 | \$824.21 |
| 21 | 5.56mm BBR | UTM | 01-0963 | 5.56 | 900 | \$852.63 |
| 22 | 5.56mm LBBR | UTM | 01-3268 | 5.56 | 900 | \$1,023.16 |
| 23 | 5.56mm RVR Red | UTM | 01-0815 | 5.56 | 900 | \$1,004.21 |
| 24 | 5.56mm RVR Blue | UTM | 01-0816 | 5.56 | 900 | \$1,004.21 |
| 25 | 5.56mm RVR Green | UTM | 01-0817 | 5.56 | 900 | \$1,004.21 |
| 26 | 5.56mm RVR Yellow | UTM | 01-0818 | 5.56 | 900 | \$1,193.68 |
| 27 | 5.56mm MMR Yellow | UTM | 01-0974 | 5.56 | 900 | \$1,146.32 |
| 28 | 5.56mm TBR | UTM | 01-3125 | 5.56 | 900 | \$1,004.21 |
| 29 | 5.56mm NMR | UTM | 01-3097 | 5.56 | 900 | \$1,004.21 |
| 30 | 5.56mm FNC/SIG 551 MMR Red | UTM | 01-0753 | 5.56 | 900 | \$1,326.32 |
| 31 | 5.56mm FNC/SIG 551 MMR Blue | UTM | 01-0754 | 5.56 | 900 | \$1,326.32 |
| 32 | 5.56mm FNC/SIG 551 MMR Green | UTM | 01-0755 | 5.56 | 900 | \$1,326.32 |
| 33 | 5.56mm FNC/SIG 551 MMR Yellow | UTM | 01-0756 | 5.56 | 900 | \$1,326.32 |
| 34 | 5.56mm FNC/SIG 551 TBR | UTM | 01-3056 | 5.56 | 900 | \$1,326.32 |
| 35 | 5.56mm Linked SBR | UTM | 01-0770 | 5.56 | 1200 | \$1,654.74 |
| 36 | 5.56mm Linked LBBR | UTM | 01-3270 | 5.56 | 1200 | \$1,717.89 |
| 37 | 5.56mm Linked MMR Red | UTM | 01-3260 | 5.56 | 1200 | \$1,831.58 |
| 38 | 5.56mm Linked MMR Blue | UTM | 01-3261 | 5.56 | 1200 | \$1,831.58 |
| 39 | 5.56mm Linked MMR Green | UTM | 01-3262 | 5.56 | 1200 | \$2,387.37 |
| 40 | 5.56mm Linked MMR Yellow | UTM | 01-3263 | 5.56 | 1200 | \$2,387.37 |
| 41 | 5.56mm Linked TBR | UTM | 01-3047 | 5.56 | 1200 | \$1,831.58 |

22422 Proforce AMD2

Final Audit Report

2025-09-04

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