



**CONTRACT AMENDMENT NO. 1**

Contract No.: 46000000-21-STC  
Contract Name: Defense Products

**This Contract Amendment** to Contract No. 46000000-21-STC (“Contract”) is made by and between the State of Florida, Department of Management Services (“Department”) and Galls, LLC (“Contractor”), with its principal place of business located at 1340 Russell Cave Road, Lexington, KY 40505, collectively referred to herein as the “Parties.”

**WHEREAS** the Parties entered into Contract No. 46000000-21-STC on October 1, 2021, for the provision of Defense Products; and

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 6.9, Modification and Severability, of Exhibit B, Special Contract Conditions.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Amendment.** The Contract shall be amended as follows:

**a.** The definition for Net Price, in Exhibit A, Scope of Work, Section 1, Definitions is hereby removed and replaced in its entirety as follows:

**Net Price** – The final price paid by the Customer after applying the applicable discount for the Group, Manufacturer/Brand, and contract term, as shown on the Contractor’s submitted Product Group Discount Sheet, Attachment C. In addition to the Net Price, the Customer is also responsible for all shipping and freight charges.

**b.** Exhibit A, Scope of Work, Section 3.2, Preparation for Delivery is hereby removed and replaced in its entirety as follows:

**3.2 Preparation for Delivery**

All Products shall be packaged and prepared to ensure safe delivery to the Customer’s identified destination at the lowest rates, based on Customer’s requested shipping method and timeframes. The Customer is responsible for all shipping and freight charges.

Packaging shall comply with all applicable laws, including the requirements of section 403.7191, F.S. Due to the nature of the Products that are provided under this Contract, Contractors must ensure that Products are delivered only to authorized Customer representatives and are securely packaged, with precautions taken to prevent accidental spills, discharge, breakage, or misdelivery to unauthorized individual(s). Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer in accordance with this Contract.

Each container shall be marked to include a description of the Product, the name of the Contractor, and the State's Contract and purchase order numbers.

c. Section 15, MSRP List and Product Adjustments, of Exhibit A, Scope of Work is hereby removed and replaced in its entirety:

**15. MSRP List and MSRP List Adjustments**

The Contractor shall submit and maintain a current and complete MSRP List for each awarded Group and Manufacturer/Brand. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: Manufacturer/ Brand Model Number, Manufacturer/Brand Product Description (to include Ammunition Specification for Groups 7, 8, and 9), and MSRP. Include a cover page, which shall list the applicable Group, Manufacturer/Brand, and MSRP List date. The Department shall be the final arbiter of MSRPs if a Contractor's pricing differs from the published MSRPs. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add Products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Group, Manufacturer/Brand, and Ammunition Specification (for Groups 7, 8, and 9) for which the Contractor received an award. The Contractor shall be responsible for removing all noneligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

Revised MSRP Lists, regardless of whether the Contractor is adding Products or updating MSRPs for existing Products, must be accompanied by a revised product sheet, as described in the Product Sheet and Product Sheet Adjustments section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

d. Exhibit A, Scope of Work, Section 17, Price Sheet and Price Adjustments, is hereby removed and replaced in its entirety as follows:

**17. Product Sheet and Product Sheet Adjustments**

The Contractor shall submit a complete product sheet to include all Commodities for each Group, Manufacturer/Brand, and Ammunition Specification (for Groups 7, 8, and 9) for which the Contractor received an award. The Commodities listed on the product sheet must match the Commodities listed on the MSRP List. The product sheet is subject to the Department's approval. The product sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Manufacturer/Brand (as shown on the Product Group Discount Sheet);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website;
- Description (to include Ammunition Specification for Groups 7, 8, and 9);
- MSRP (as shown on the current MSRP List);

- Discount (as shown on the Product Group Discount Sheet for the Group, Manufacturer/Brand, and, for Groups 7, 8, and 9, Ammunition Specification); and
- Net Price to the Customer.

The discount provided will apply to all Products of a given Manufacturer/Brand and Ammunition Specification (for Groups 7, 8, and 9) within a Group. Prices for new Products added during the Contract period shall be based on the MSRP and the discount shown on the Product Group Discount Sheet for the applicable Group, Manufacturer/Brand, Ammunition Specification (for Groups 7, 8, and 9), and current Contract term (initial or renewal term). All products offered for a Manufacturer/Brand within each awarded Product Group (Groups 1-6) shall be available for purchase by Customers at the applicable discount provided within the Product Group Discount Sheet.

The Contractor may add Products to the product sheet at any time during the life of the Contract by submitting a complete and revised product sheet. Products added must be from a Group, Manufacturer/Brand, and Ammunition Specification (for Groups 7, 8, and 9) for which the Contractor received an award. The Contractor shall be responsible for removing all noneligible and unacceptable Commodities under the Contract from the Contractor's product sheet.

Revised product sheets, regardless of whether the Contractor is adding Products or updating MSRPs and Net Prices for existing Products, must be accompanied by a revised MSRP List, as described in the MSRP List and Product Adjustments section, as well as a list of all changes made from the previously submitted version of the product sheet. The Department will not consider any request to decrease the MSRP discount for any awarded Product.

- e. Exhibit G, Product Sheet, attached hereto and incorporated herein by reference, is added to the Contract.
- f. All references to the term "Price Sheet" throughout the Contract are hereby amended to read "Product Sheet."
- g. Contract Section III., Contract, is hereby removed and replaced in its entirety as follows:

### III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties. All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Attachments shall have priority in the following order:

- a) This Contract document
- b) Exhibit A, Scope of Work
- c) Exhibit F, Additional Special Contract Conditions
- d) Exhibit B, Special Contract Conditions
- e) Exhibit G, Product Sheet

- f) Exhibit C, Discount Sheet
- g) Exhibit D, MSRP List
- h) Exhibit E, Preferred Pricing Affidavit

**h.** Exhibit B, Special Contract Conditions, Section 5.4, Suspended, Convicted, and Discriminatory Vendor Lists, is hereby removed and replaced in its entirety as follows:

**5.4 Suspended, Convicted, Discriminatory, and Antitrust Violator Vendor Lists.**

In accordance with sections 287.042, 287.133, 287.134, and 287.137, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List during the term of the Contract.

**i.** Exhibit B, Special Contract Conditions, Section 12.3, Inspection of Records, Papers, and Documents, is hereby added as follows:

**12.3 Inspection of Records, Papers, and Documents.**

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

**II. 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.

**III. Conflict.** Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Contract will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

**IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

**IN WITNESS WHEREOF,** the Parties have executed this Amendment by their duly authorized representatives.

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

**Contractor:**  
Galls, LLC

DocuSigned by:  
*Patrick Gillespie*  
**By:** \_\_\_\_\_  
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DocuSigned by:  
*Dustin McDulin*  
**By:** \_\_\_\_\_  
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**Name:** Patrick Gillespie  
**Title:** Deputy Secretary of Business Operations  
**Date:** 4/13/2023 | 3:11 PM EDT

**Name:** Dustin McDulin  
**Title:** CFO  
**Date:** 4/10/2023 | 4:04 PM EDT