



**CONTRACT AMENDMENT NO.: 2**  
Contract No.: 46000000-21-STC  
Contract Name: Defense Products

**This Contract Amendment** to Contract No. 46000000-21-STC (“Contract”) is made by the State of Florida, Department of Management Services (“Department”) and Proforce Marketing, Inc, dba ProForce Law Enforcement (“Contractor”), with its principal place of business located at 2625 Stearman Rd Prescott, AZ 86301 collectively referred to herein as the “Parties.”

**WHEREAS** the Parties entered into the Contract which became effective on October 1, 2021, for the provision of Defense Products;

**WHEREAS** the Parties agree to renew the Contract as provided for in Exhibit B, Special Contract Conditions, subsection 2.2, Renewal; and

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

**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.** Section 8, Quarterly Sales Reports of Exhibit A, Scope of Work is hereby deleted in its entirety and replaced with the following:

**8 Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State’s fiscal quarters close on September 30, December 31, March 31, and June 30).

[The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\).](#) Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. 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.



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**b.** Exhibit F, Additional Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit F, Additional Special Contract Conditions.

**II. Contract Renewal.** The Contract is renewed for a period of three years pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of September 30, 2027.

**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.

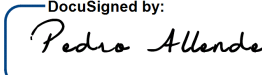
**IV. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

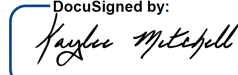
**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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

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

**Contractor:**  
**Proforce Marketing, Inc, dba ProForce Law Enforcement**

By:   
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By:   
F62570B5CFD349B...

**Name:** Pedro Allende

**Name:** Kaylee Mitchell

**Title:** Secretary

**Title:** Contract Specialist

**Date:** 3/20/2024 | 8:20 AM EDT

**Date:** 3/19/2024 | 11:29 AM EDT