

**MASTER AGREEMENT AMENDMENT**

Amendment # 2	Master Agreement # 2016-185 Original Contract CMS # 88373	Amendment CMS # 126997
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**1. PARTIES**

This Amendment to the above-referenced Master Agreement is entered into by and between **U.S. Armor Corporation** (hereinafter called "Contractor"), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the "State"), and collectively referred to as the "Parties."

**2. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. FACTUAL RECITALS**

- A. The Parties entered into a Master Agreement effective March 25, 2016, which authorized Participating States to execute Participating Addenda with the Contractor for **Body Armor Products**, as set forth in the NASPO ValuePoint Master Agreement, Contract number, **2016-185**.
- B. The Master Agreement was extended through March 15, 2019, as set forth in **Amendment # 1, CMS # 107123**.

**4. CONSIDERATION**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

**5. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

**6. MODIFICATIONS**

This Amendment shall extend the term through **March 15, 2020**.

**7. START DATE**

This Amendment shall take effect on the Effective Date or **March 16, 2019**, whichever is sooner.

**8. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

**9. AVAILABLE FUNDS**

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

<b>CONTRACTOR</b> U.S. Armor Corporation  By: <u>STEPHEN ARMELLINO</u> Title: <u>PRESIDENT</u>  <u>[Signature]</u> Signature  Date: <u>1-8-2019</u>	<b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Personnel and Administration June Taylor, Executive Director  <u>[Signature]</u> By: <u>John Chapman, State Purchasing Manager</u>  Date: <u>1/19/19</u>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: [Signature] Date: 1/17/19