

MASTER AGREEMENT AMENDMENT

Amendment # 3	Master Agreement # 164722	Amendment CMS # 189635
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Survival Armor, Inc.** (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 **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number 164722.
- B. The Contract was extended for an additional term beginning on November 11, 2022 and ending on November 10, 2023, via the issuance of Amendment #1, CMS # 174652.
- C. The Contract was extended for an additional term beginning on November 11, 2023 and ending on November 10, 2024, via the issuance of Amendment #2, CMS # 182876.

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

- A. Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2024, and ending on November 10, 2025.
- B. **Section 3.1.3** of the Master Agreement shall be modified as follows:
 - “a) All requested price increases must include documentation from the Contractor which provides a detailed explanation for the increase. The Lead State may request additional information if the Contractor’s explanation is determined to be inadequate. While requested price increases may be supported with reference to both direct and indirect costs, it shall be at the Lead State’s sole discretion (1) to determine if any requested price increase is appropriate for the Goods being offered under the Contract and (2) to approve or deny the request.”
 - “b) **Reserved**”
- C. **Section 3.1.6** of the Master Agreement shall be modified as follows:

“Any revisions to Product offerings (new NIJ-certified body armor, new ASTM verified ballistic helmets, and new ASTM verified ballistic shields, etc.) must be pre-approved by the Lead State, and may be allowed no more than once per quarter.”

D. Section 3.6.3 of the Master Agreement shall be modified as follows:

“**a)** Any revision to Product offerings (new NIJ-certified body armor, new ASTM verified shields, and ASTM verified helmets, etc.) must be pre-approved by the Lead State, and may be allowed no more than once per quarter.”

“**b)** Updated Product files are required by the 1st of the month of each quarter and shall go into effect upon approval by the Lead State.”

“**i.** Files received after the 1st of the month or that request additional changes after pre-approval by the Lead State may not be approved for up to one hundred twenty (120) days following last submission.”

“**ii.** Errors in the Contractor’s submitted files may delay the approval process.”

E. Section 4.2 of the Master Agreement shall be modified as follows:

“Body Armor and Ballistic-resistant products must be certified or verified to the NIJ or other standards listed below for the applicable products, until new standards are published and transition dates specified for those new standards occur.”

F. Section 4.2.3 “For new helmet part numbers provided or not previously approved and active on Exhibit A Product and Price list prior to September 7, 2023, ballistic helmets shall be verified to ASTM Standard Specification E3368/E3368M.”

G. Section 4.2.4 “For new shield part numbers provided or not previously approved and active on Exhibit A Product and Price list prior to September 7, 2023, ballistic shields shall be verified to ASTM Standard Specification E3347/E3347M.

H. Section 4.2.5 “Ballistic-resistant body armor certified to NIJ Standard 0101.06 (2008) is acceptable until the associated NIJ CPL is no longer maintained by NIJ. Body armor certified to NIJ Standard 0101.07 is acceptable to be requested as new products are listed on the NIJ CPL after the publication of 0101.07 November 30, 2023.”

I. Section 4.2.6 “Stab-resistant body armor certified to NIJ standard 0115.00 (2000) is acceptable until the associated NIJ CPL is no longer maintained by NIJ. Body armor certified to NIJ Standard 0115.01 is acceptable to be requested as new products after the publication of NIJ Standard 0115.01 and addition of products to the associated NIJ CPL.”

J. Section 4.3 of the Master Agreement shall be modified as follows:

4.3.2 addition

“**a)** NIJ Standard 0101.07 ballistic protection levels NIJ HG1, NIJ HG2, NIJ RF1, NIJ RF2, and NIJ RF3 body armor models shall be listed on the associated NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.”

4.3.3 addition

“**a)** NIJ Standard 0115.01 stab protection categories NIJ-STAB-Commercial and NIJ-STAB-Improvised body armor models shall be listed on the associated NIJ Stab Armor CPL. The stab panels shall have the NIJ mark on the label.”

4.3.5 addition

“**a) In Conjunction With Armor(ICW):** NIJ Standard 0101.07 hard armor intended to provide the stated level of ballistic protection when paired with a specific model of soft armor. ICW hard armor will follow information within protection levels NIJ RFI, NIJ RF2, and NIJ RF3. The ballistic panels shall have the NIJ mark on the label.”

4.3.9 shall be modified and replaced with:

“**Ballistic-resistant Helmets:** Helmets not approved and added to the price list by September 7, 2023 or earlier shall be verified to ASTM E3368/E3368M for new helmet and face shield part numbers.

a) New part numbers requested to be added to the price list that are not yet verified to ASTM E3368/E3368M must be approved by the Lead State.”

4.3.10 shall be modified and replaced with:

“**Ballistic-resistant Shields:** Shields not approved and added to the price list by September 7, 2023 or earlier shall be verified to ASTM E3347/E3347M for new shield part numbers.

a) New part numbers requested to be added to the price list that are not yet verified to ASTM E3347/E3347M must be approved by the Lead State.”

K. Section 4.4 of the Master Agreement shall be modified as follows:

4.4.3 shall be modified and replaced with:

“Contractor shall notify the Lead State when products previously approved are suspended or removed from the NIJ CPL (e.g., NIJ Safety Notice or NIJ Advisory Notice issued) or the ASTM Verified Products List, and the items shall be removed from the current price list.”

L. Section 4.5 of the Master Agreement shall be modified as follows:

4.5.3 shall be modified and replaced with:

“All materials and construction of products on the NIJ CPL shall be the same as reported to NIJ on the “Build Sheet”. All new materials and construction of products on the ASTM verified products list shall be the same as reported on the SEI/ASTM “Verification Submittal Form” for a detailed listing/description of the components and materials. (See section 4.2.4 and 4.2.5)”

Section 4.5.5 shall be modified and replaced with:

“Products intended to be worn by end users shall not be “bulk ordered” inventory, nor substantially tailored or modified “off the shelf” items to fit personnel as needed, since altering products could potentially change the performance aspects of products originally certified by or verified through the ASTM Verification program.”

M. Section 5.1 of the Master Agreement shall be modified as follows:

5.1.1 shall be modified and replaced with:

“All body armor must be listed on the appropriate NIJ CPL(s) with a model status of “active” on the date the Order is placed. All ballistic shields and ballistic helmets must be listed on the ASTM Verified Products List with a model status of “active” on the date the Order is placed. Items not subject to NIJ or ASTM compliance or verification testing shall have evidence of compliance with an appropriate standard. (See section 4.4.2)”

7. START DATE

This Amendment shall take effect on the Effective Date.

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.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Survival Armor, Inc.	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director
By: <u>Jeanine Mason</u> Title: <u>Director of Contracts & Export</u> <small>DocuSigned by:</small> <u>Jeanine Mason</u> <small>685DB337E2E5491.</small> Signature Date: <u>4/1/2024</u>	<small>DocuSigned by:</small> <u>John Chapman</u> By: <u>John Chapman, State Purchasing Manager</u> Date: <u>4/2/2024</u>

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Nathan Manley **Date:** 4/2/2024
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