

PRICE AGREEMENT AMENDMENT

Amendment #1	Price Agreement # 201800000000000000103 Original Contract CMS # 103229	Amendment CMS # 162851
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1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Price Agreement) is entered into by and between **Proforce Marketing, Inc. dba Proforce Law Enforcement** (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 the Price Agreement effective August 3, 2017 for the provision of Law Enforcement Duty and Training Ammunition, as set forth in the Price Agreement, contract number 201800000000000000103.
- B. The Price Agreement was extended through July 31, 2020 by issuance of Option Letter #1, CMS # 140593.

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 Price Agreement, and the Price Agreement and all prior Amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

- C. Per **Section 2.C** of the Price Agreement, this Amendment shall extend the term of the Price Agreement through July 31, 2021.
- D. This Amendment shall modify Exhibit B of the Price Agreement, to account for pricing changes in the product offerings. Exhibit B shall now become Exhibit B-1, as per the attached. Further, all references in the Price Agreement to Exhibit B, shall now be a reference to Exhibit B-1.

7. START DATE

This Amendment shall take effect on August 1, 2020.

8. ORDER OF PRECEDENCE

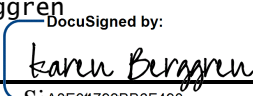
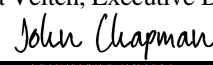
Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Price Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

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.

(SIGNATURE PAGE FOLLOWS)

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

<p align="center">CONTRACTOR Proforce Marketing Inc., dba Proforce Law Enforcement</p> <p>By: Karen Berggren <small>DocuSigned by:</small>  <hr/> <small>Signature</small> Date: 7/24/2020</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Kara Verne, Executive Director</p> <hr/> <p>By: John Chapman, State Purchasing Manager <small>DocuSigned by:</small>  Date: 7/24/2020</p>
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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

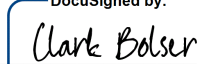
By: DocuSigned by:

Date: 7/24/2020

EXHIBIT B-1, PRODUCT AND PRICE LIST**REMINGTON AMMUNITION****Proforce Law Enforcement****Effective Date: 08/1/2020**

Product Description	Part Number	Rounds Per Box	Rounds Per Case	Training-only ammunition		Delivery Time Frame (In Weeks)
				Price Per Box	Price Per Case	
9MM						
115 GR. Metal Case	L9MM3	50	500	\$ 8.24	\$ 82.40	12 - 24
124 GR. Metal Case	L9MM2	50	500	\$ 8.24	\$ 82.40	12 - 24
147 GR. Jacketed Hollow Point (Subsonic)	RTP9MM8	50	500	\$ 14.56	\$ 145.60	12 - 24
147 GR. Metal Case	L9MM9	50	500	\$ 9.34	\$ 93.40	12 - 24
.38 SPL						
130 GR. Metal Case	L38S11	50	500	\$ 11.87	\$ 118.70	12 - 24
.38 SPL +P						
125 GR. Brass-Jacketed Hollow Point	GS38SBB	25	500	\$ 8.52	\$ 170.40	12 - 24
125 GR. Semi-Jacketed Hollow Point	RTP38S21	50	500	\$ 13.95	\$ 139.50	12 - 24
125 GR. Semi-Jacketed Hollow Point	RTP38S21	50	500	\$ 13.95	\$ 139.50	12 - 24
158 GR. Lead Round Nose	L38S5	50	500	\$ 11.87	\$ 118.70	12 - 24
.40 S&W						
165 GR. Metal Case	L40SW4	50	500	\$ 13.02	\$ 130.20	12 - 24
10MM						
180 GR. Metal Case	L10MM6	50	500	\$ 14.34	\$ 143.40	12 - 24
20 GA						
2-3/4" Target Loads, 7-1/2	GC207	25	250	\$ 5.42	\$ 54.20	12 - 24
12 GA						
2-3/4" Express Buckshot 00	12B00	5	250	\$ 1.95	\$ 97.50	12 - 24
2-3/4" Reduced Recoil 1oz. Rifled Slug	RR12RSB	5	500	\$ 2.23	\$ 111.50	12 - 24
2-3/4" Sabot Slug Frangible	LF12FSS25	25	250	\$ 28.42	\$ 284.20	12 - 24
2-3/4" Reduced Recoil Sabot Slug Frangible	RRL12FSS25	25	250	\$ 28.42	\$ 284.20	12 - 24

.223 REM						
55 GR. P.S.P.	R223R1	20	200	\$ 7.34	\$ 73.40	12 - 24
55 GR. AccuTip, Boat Tail	PRA223RC	20	200	\$ 10.40	\$ 104.00	12 - 24
55 GR. Metal Case	L223R3	20	200	\$ 6.00	\$ 60.00	12 - 24
55 GR. Lead-free Jacketed Powdered Metal Core	LF223R5B	20	500	\$ 10.48	\$ 262.00	12 - 24
62 GR. Hollow Point Match	R223R6	20	200	\$ 6.45	\$ 64.50	12 - 24
69 GR. Boat Tail Hollow Point Match	RM223R1	20	200	\$ 12.27	\$ 122.70	12 - 24
.30-06 SPFLD						
150 GR. GR PSP, Core-Lokt	R30062	20	200	\$ 12.09	\$ 120.90	12 - 24
165 GR. PSP, Core-Lokt	R3006B	20	200	\$ 12.09	\$ 120.90	12 - 24
.308 WIN						
150 GR. Metal Case	L308W4	20	200	\$ 11.00	\$ 110.00	12 - 24
168 GR. Boat Tail Hollow Point Match	RM308W7	20	200	\$ 14.05	\$ 140.50	12 - 24
.357 MAG						
125 GR. Brass-Jacketed Hollow Point	GS357MA	25	500	\$ 8.32	\$ 166.40	12 - 24
125 GR. Jacketed Hollow Point	L357M12	50	500	\$ 20.36	\$ 203.60	12 - 24
.22 LR						
40 GR. High Velocity	1500	100	500	\$ 7.49	\$ 37.45	12 - 24