# **CONTRACT AMENDMENT #1**

# SIGNATURE AND COVER PAGE

State Agency State Purchasing and Contracts Office	Original Contract Number 128156
Contractor Southland Envelope Company Inc.	Amendment Contract Number 174059
Current Contract Maximum Amount	Contract Performance Beginning Date March 29, 2019  Current Contract Expiration Date March 31, 2023

# THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR	STATE OF COLORADO	
Southland Envelope Company Inc.	Jared S. Polis, Governor	
	Department of Personnel & Administration	
DocuSigned by:	State Purchasing & Contracts Office	
By: Kevin Soloman  2/18/2022  Date:	Docusigned by:  John Chapman  EF45AFDEB51E414  By: John Chapman State Purchasing Manager  2/18/2022  Date:	
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.		
STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:		
By: Kallal kamlet  Name of Agency or IHE Delegate-Clark Bolser		
Amendment Effective Date: 2/22/2022		

#### 1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

#### 2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

# 3. AMENDMENT EFFECTIVE DATE AND TERM

#### A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in §3.B of this Amendment.

# B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or Month Day, Year, whichever is later and shall terminate on the termination of the Contract or Month Day, Year, whichever is earlier.

#### 4. PURPOSE

To amend the original contract with an updated Market Basket Price List and extend the contract term for an additional year.

### 5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The State Price Agreement pertains to agencies and political subdivisions as specified below. R-24-102-202-01 Mandatory and Permissive Price Agreements.
  (a) "Price agreement" means a contract negotiated, managed and maintained by the department for commonly sourced supplies and services. These contracts may be used by all governmental bodies, institutions, local governments and nonprofits certified pursuant to section 24-110-207.5, C.R.S.
- C. Exhibit C, Pricing and Rates shall be replaced with the attached Market Basket Pricing Sheet.

Work that is awarded to the vendor as a result of an existing relationship with a state agency or political subdivision but is not under a formal contract with that entity shall be by default <u>NOT</u> exempt from the 1% administrative fee even if the entity does not specify that they are using the state price agreement.

# 6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.