

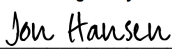

STATE OF COLORADO PRICE AGREEMENT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Department of Personnel and Administration, State Purchasing and Contracts Office	Original Contract Number 171217
Contractor Sill-TerHar Motors, Inc.	Amendment Contract Number 172129
	Amendment Performance Beginning Date The later of the Effective Date or October 18, 2021
	Contract Expiration Date September 30, 2022

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 Sill-TerHar Motors, Inc.	STATE OF COLORADO Jared Polis, Governor Department of Personnel and Administration, State Purchasing and Contracts Office Kara Veitch, Executive Director
DocuSigned by:  _____ By: Jon Hansen, Fleet Sales Manager Date: <u>10/25/2021</u>	DocuSigned by:  _____ By: John Chapman, State Purchasing Manager Date: <u>10/25/2021</u>

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: 

 Rachael Kamlet

Amendment Effective Date: 10/25/2021

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.

4. PURPOSE

This amendment is to replace Exhibit C and Exhibit C (1) with Exhibit C (2).

5. MODIFICATIONS

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

- A. Commencing on the effective date the Exhibit C (2) price list shall be in effect. All references to Exhibit C and Exhibit C (1) shall also reference Exhibit C (2).

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.

EXHIBIT C (2), VEHICLE AND PRICE LIST**Find Detail Sheets attached in BIDS**

Body Code	Body Code Description	Make	Model	Base Price
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K8	Pass Util Medium AWD Patrol Ford Interceptor Utility	Ford	Interceptor Utility	\$44,800
K8	Pass Util Medium Hybrid AWD Patrol Ford Interceptor Utility	Ford	Interceptor Utility Hybrid	\$44,050
F6	Police 1/2 Ton 4X4 PU Ford F-150 Police Responder	Ford	F-150 Police Responder	\$46,500
C2	Cargo Van 1/2 Ton Ford Transit 150 Medium Roof LWB	Ford	Transit 150	\$29,875
C3	Cargo Van 3/4 Ton Ford Transit 250 High Roof	Ford	Transit 250	\$33,700
C4	Cargo Van 1 Ton Maxi Van Ford Transit 350 FFV Standard	Ford	Transit 350	\$29,740
F2	1/2 Ton 4x4 Ford F150 Regular Cab, Long bed	Ford	F150	\$27,659
F2	1/2 Ton 4x4 Ford F150 Extended Cab, Long Bed	Ford	F150	\$29,138
F2	1/2 Ton 4x4 F150 Diesel	Ford	F150	\$31,954
F2	1/2 Ton 4x4 Ford F150 Regular cab, Short bed	Ford	F150	\$27,409
F3	3/4 Ton 4x4 Ford F250 FFV Standard	Ford	F250	\$27,955
F4	1 Ton 4x4 Ford F350 FFV Standard	Ford	F350	\$30,510
F4	1 Ton 4x4 Ford F350 Extended Cab, Short Bed, Gas	Ford	F350	\$32,610
F4	1 Ton 4x4 Ford F350 Extended Cab, Short Bed Diesel	Ford	F350	\$43,410
F8	3/4 T F250 Crew Cab FFV Standard	Ford	F250	\$31,555
KH	Pass Util Hybrid (Gas/Elec) Ford Escape 4X4	Ford	Escape	\$25,350
KP	Pass Util PHEV (Gas/Elec) Ford Escape	Ford	Escape	\$28,350
F3	3/4 Ton 4x4 Ford F250 Low	Ford	F250	\$27,955
F4	1 Ton 4x4 Ford F350 Crew Cab, Gas	Ford	F350	\$34,070
F4	1 Ton 4x4 Ford F350 Crew Cab, Diesel	Ford	F350	\$44,565
F4	1 Ton 4x4 Ford F350 Regular Cab, Diesel	Ford	F350	\$41,005
F4	1 Ton 4x4 Ford F350 Low Reg Cab	Ford	F350	\$30,510

F4	1 Ton 4x4 Ford F350 Extended Cab, Long Bed, Gas	Ford	F350	\$32,810
F4	1 Ton 4x4 Ford F350 Extended Cab, Long Bed Diesel	Ford	F350	\$43,305
F8	3/4 T F250 Crew Cab Low	Ford	F250	\$31,555
F8	3/4 T F250 Crew Cab Diesel	Ford	F250	\$41,950