

CONTRACT AMENDMENT

Amendment #2	Original Contract CMS (CLIN) # 33989	Amendment CMS # 44519
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1) PARTIES

This **Amendment** to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between **Conserve-A-Watt Lighting, Inc.** (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the **Department of Personnel and Administration, State Purchasing Office** (hereinafter called the "SPO").

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

The Parties entered into the Contract to provide products for facilities maintenance, repairs, and operations ("MRO") to Colorado State Agencies, local governments, and specifically approved non-profit organizations.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

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**. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for 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.

The Contract and all prior Amendments thereto, if any, are modified as follows: this Contract **Amendment #2** shall extend the term of the contract, and shall incorporate a "two-month extension" clause, and shall incorporate an "option to extend" clause with a "sample option letter".

a. Exhibit A, Section 3. Terms and Orders, Section A. Term

The Parties' respective performances under this **Addendum** shall be modified and extended and shall commence on the later of the Effective Date or **May 25, 2012**. This **Addendum** shall terminate on **February 28, 2013** unless sooner terminated or further extended as specified elsewhere herein.

b. Exhibit A, Section 3. Terms and Orders, new Section C.:

Insert a new paragraph and it shall read as follows:

"C. Two-Month Extension. The State, at its sole discretion upon written notice to Contractor as provided in **§5** of the **Addendum** (Primary Contract), may unilaterally extend the term of this **Addendum** for a period not to exceed two months if the Parties are negotiating a replacement Participating Addendum (and not merely seeking a term extension) at or near the end of any initial term or renewal term. The provisions of this **Addendum** in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two-month extension shall immediately terminate when and if a replacement Participating Addendum is approved and signed by the Colorado State Controller.

c. Exhibit A, Section 3. Terms and Orders, new Section D.:

Insert a new paragraph and it shall read as follows:

"D. Option Letter. The State may require continued performance for a period of up to one (1) year at the same rates and same terms specified in the Contract. If the State exercises this option, it shall provide written notice to Contractor at least 30 days prior to the end of the current contract term in form substantially equivalent to **Exhibit B, Sample Option Letter**, incorporated herein and attached hereto. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed the term in **§3(A)** of **Exhibit A** to the **Addendum** or as amended."

d. Exhibit A, Section 9. General Provisions, B. Order of Precedence:

The order of precedence is modified and it shall read as follows:

"

- i. **Exhibit A** to the **Addendum**, other than **§12** (Purchase Orders);
- ii. **§12** (Purchase Orders) of **Exhibit A** to this **Addendum**;
- iii. This **Addendum**;
- iv. **Exhibit B, Sample Option Letter**;
- v. The **Master Price Agreement**; and
- vi. An Order."

7) START DATE

This Amendment shall take effect on the later of its Effective Date or **May 25, 2012**.

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 Contract, the provisions of this **Amendment** shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

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.


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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR
Conserve-A-Watt Lighting, Inc.

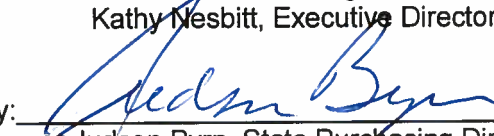
By: Stephen Koutavas
Title: President / Owner



*Signature

Date: 5/15/12

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Personnel and Administration
Division of Finance and Procurement
State Purchasing Office
Kathy Nesbitt, Executive Director

By: 


of Judson Byrn, State Purchasing Director

Date: 5/24/12

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract 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
David J. McDermott, CPA

By: 

Date: 5/24/12

EXHIBIT B – CMS #44519

SAMPLE OPTION LETTER

Date: X	Original Contract CMS #: X	Option Letter # X	CMS Routing # X
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- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
- a. Option to renew only *(for an additional term)*
- 2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:
- a. **For use with Option 1(a):** In accordance with [cite the section/paragraph of the **Original Contract**] between the **State of Colorado, [Division or Unit] and [Contractor]**, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at the same rates and same terms specified in the Original Contract, as amended. Unless specified in this Option Letter, there shall be no change to the current contract value as a result of this extension to the term.
 - b. **Multiple Amendments or Options Exercised:** In the event more than one amendment to the Contract occurs, the the Contract shall have been amended as follows: [cite all amendments to the contract by CMS routing number(s), the type of transaction(s), the effective date of the transaction(s), the amount of the transactoin(s),a nd the total to date.]
- 3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or others delegated; whichever is later

<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Personnel and Administration Kathy Nesbitt, Executive Director</p> <p>By: _____ -or- Judson Byrn, State Purchasing Director Date: _____</p>
<p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Print Name: _____ -or- Assistant Attorney General Date: _____</p>

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STATE CONTROLLER
David J. McDermott, CPA

By: _____ Date: _____
Print Name: _____
 -or- Delegated Signatory

