

STATE OF UTAH – STATE COOPERATIVE CONTRACT
CONTRACT NUMBER MA 454

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the Division of Purchasing and General Services (State), 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

FedEx Corporate Services, Inc., as agent for Federal Express Corporation and FedEx Ground System, Inc. (collectively, "FedEx")

6225 Lenox Park Boulevard
Address

Memphis TN 38115
City State Zip

Federal Tax ID# 62-1721435 Vendor # Utah Code N/A Commodity Codes: 91559, 96244
Vendor Contact Person: Elaine Heath Vendor Phone #: 858-450-9869
Vendor Fax #: 901-224-2471 Vendor email address: Elaine.heath@fedex.com

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide:

WSCA Master Price Agreement for Small Package Delivery Services
Covering inbound and outbound intrastate, interstate domestic express, ground and international services.

3. **CONTRACT PERIOD:** Effective date 08/28/2011 Termination date 08/27/2012 unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal option: Four (4) additional one-year renewal options.

4. **PRICING AS PER THE ATTACHED PRICE LIST**
PAYMENT TERMS: Net 30
MINIMUM ORDER: N/A

5. **ATTACHMENT A:** WSCA Standard Terms and Conditions
ATTACHMENT B: RFP Response and Pricing.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid # DR11031, dated February 14, 2011.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.


CONTRACTOR


Contractor's signature

Patricia Hale, Mgr FedEx Gov. Services
Type or Print Name and Title

7/25/11
Date

STATE OF UTAH


Kent D. Beers
Director, Division of Purchasing

7/27/11
Date

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS (CLIN) # 35232	Amendment CMS # 49385
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1) PARTIES

This **Amendment** to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between **Federal Express Corporation**, (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 FedEx brand equipment and services under the State Cooperative Contract for Small Package Delivery Services, Contract MA454, on behalf of the Western States Contracting Alliance (WSCA) Master Price Agreement (hereinafter the "WSCA Master Agreement") to Colorado State Agencies and other entities located in Colorado authorized to utilize State contracts..

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.

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

a. Exhibit A, Section 3. Terms and Orders, Initial Term-Work Commencement

The third sentence of the first paragraph of this section is hereby deleted and replaced in its entirety with the following sentence:

"This Addendum shall terminate on the earlier of August 27, 2014, or the date of expiration of the WSCA Master Agreement," unless sooner terminated.

**b. Exhibit A, Section 4. Modifications to WSCA Master Agreement,
D. Rates:**

"As of Effective Date of Amendment # 1 to the WSCA Master Agreement (August 27, 2012), rates under the Contract across all FedEx Domestic Services will increase 1.8%, and State customers will refer to the 2012 Service Guide for all accessorial charges, except there will be a waiver of all pick-up fees, and a cap of 7% on the Fuel Surcharge for FedEx Express and Ground services. Contractor shall have the option to adjust base rates prices and on an annual basis, any rate changes to take effect on August 26, 2013 and August 25, 2014.

7) START DATE

This Amendment shall take effect on Effective Date.

8) ORDER OF PRECEDENCE

Except for the Colorado 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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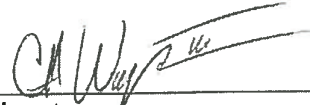
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* 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

FedEx Corporate Services, Inc..

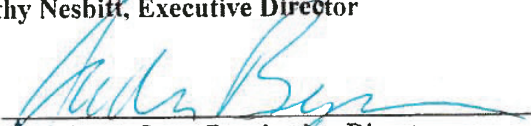
By: Charles Wagner
Title: World Wide Account Manager


*Signature

Date: 9/4/2012

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: 
Judson Byrn, State Purchasing Director

Date: 9/7/12

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: 9/24/12

Other Delegate: _____
(Type or Print Name)

