

PARTICIPATING ADDENDUM AMENDMENT

Amendment #2	Original Contract CMS # 35232	Amendment CMS # 72472
--------------	-------------------------------	-----------------------

1. PARTIES

This Amendment to the above-referenced Participating Addendum (hereinafter called the "Addendum") is entered into by and between **Federal Express Corporation** (hereinafter called "Contractor"), and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing Office, (hereinafter called the "State" or "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 an Addendum effective **September 20, 2011** that authorizes the utilization of **Small Package Delivery Services** to Colorado Ordering Entities as set forth in the WSCA Master Agreement by the lead State of **Utah** Master Contract, number **MA065** and in the State of Colorado's Price Agreement, number **91559YYY02M/WSCA**.

Additionally, the original Addendum has been amended by Amendment #1, CMS #**49385**, and effective **9/24/2012**, to further extend the contract term through **08/27/2014**.

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

6. MODIFICATIONS

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

A. In accordance with Section 3.A of Exhibit A, the Addendum is further extended through **8/27/2015**, unless sooner terminated.

B. A new Sub-section J. Performance Outside the State of Colorado and/or the United States, shall be added to Section 15. General Provisions, of Exhibit A, as follows:

"J. Performance Outside the State of Colorado and/or the United States

[In the event a State Ordering Entity's Contracts Funds include any federal funds, this clause is not applicable]. Following the Effective Date, Contractor shall provide written notice to the State, in accordance with **§4 of the Participating Addendum**, within 20 days of the earlier to occur of Contractor's decision to perform or its execution of an agreement with a Subvendor to perform, Services for State Ordering Entities outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§15.J** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this **§15.J** shall constitute a material breach of this Contract."

C. The information contained under Participating State of Section 4. Primary Contacts of the Participating Addendum shall be modified as follows:

"Name: Nikki Kalen

Address: 1525 Sherman Street, 3rd floor, Denver, Co 80203

Telephone: 303-866-5671
Fax: 303-894-7445
Email: nikki.kalen@state.co.us"

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

8. 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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 Participating State is relying on their representations to that effect.

<p align="center">CONTRACTOR Federal Express Corporation</p> <p>By: <u>Charles Wagner</u> Title: <u>Worldwide Account Manager</u></p> <p align="center"><u>[Signature]</u> Signature</p> <p>Date: <u>8/22/14</u></p>	<p align="center">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Personnel and Administration Kathy Nesbitt, Executive Director</p> <p>By: <u>Molly Randolph</u> Molly Randolph, Interim State Purchasing Director</p> <p>Date: <u>8.27.14</u></p>
<p align="center">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Governor's Office of Information Technology Suma Nallapati, Secretary of Technology and State Chief Information Officer</p> <p>By: _____ Brenda Berlin, Chief Financial Officer</p> <p>Date: _____</p>	<p align="center">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

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: Derege Barnes, Delegate Date: 8/27/14