**ATTACHMENT C**

**OKLAHOMA STATEWIDE CONTRACT TERMS**

1. **Statewide Contract Type**
   1. The Contract is a statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
   2. The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

# Orders and Amendments

* 1. Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
  2. Any ordering document shall be effective between Supplier and the Customer only and shall not be an Amendment to the Contract in its entirety or apply to any Acquisition by another Customer.
  3. Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Amendment to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

2.4 The state agency or other authorized entity who places an order is the legally responsible party under a Contract dispute arising from the Order.

# Termination

All terms in this Contract relating to termination flow through to the Customer. A customer may terminate for funding insufficiency, cause or convenience any order or agreement made pursuant to this Contract. The termination must be done according to terms set forth in this Contract.

# No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

# Contract Management Fee and Usage Report

* 1. Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier’s billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days’ written notice to Supplier without further requirement for an Amendment.
  2. While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.
  3. All Contract Usage Reports shall meet the following criteria:
     1. Electronic submission in Microsoft Excel format to [**strategic.sourcing@omes.ok.gov**](mailto:strategic.sourcing@omes.ok.gov);
     2. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
     3. Submission no later than forty-five (45) days following the end of each calendar quarter;
     4. Contract quarterly reporting periods shall be as follows:
        1. January 01 through March 31;
        2. April 01 through June 30;
        3. July 01 through September 30; and
        4. October 01 through December 31.
        5. Reports must include the following information:
        6. Procuring entity;
        7. Order date;
        8. Purchase Order number or note that the transaction was paid by Purchase Card;
        9. City in which products or services were received or specific office or subdivision title;
        10. Product manufacturer or type of service;
        11. Manufacturer item number, if applicable;
        12. Product description;
        13. General product category, if applicable;
        14. Quantity;
        15. Unit list price or MSRP, as applicable;
        16. Unit price charged to the purchasing entity; and
        17. Other Contract usage information requested by the State.
  4. Payment of the contract management fee shall be delivered to the address below, or by setting up ACH. Payments must be received within forty-five (45) calendar days after the end of each quarterly reporting period.

Office of Management and Enterprise Services

P.O. Box 248984

Oklahoma City, Oklahoma 73124-8984

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.