



**State of Oklahoma
Central Purchasing**

Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 08/28/2011

Statewide Contract #: SW825

Contract Title: Small Package Delivery

Addendum Date: 09/12/2012

Addendum #: 3

This Addendum serves to renew the contract with Federal Express exclusively as the Small Package Delivery statewide contract vendor for the State of Oklahoma.

The State of Utah Cooperative Contract Amendment to the contract is attached to this amendment.

The rate documents are posted on the Central Purchasing Website.

Contract Period: 08/28/2012 through 08/27/2014.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
PARTICIPATING ADDENDUM (PA)
FOR SMALL PACKAGE DELIVERY SERVICES**

Between

The State of Oklahoma and FedEx Corpportate Services, Inc., as agent for Federal Express Corporation and FedEx Ground System, Inc. (collectively, "FedEx")

This Participating Addendum will add the State of OKLAHOMA as a Participating State to purchase from the WSCA Master Price Agreement, Number MA454 with FedEx.

1. Scope: This addendum covers Small Package Delivery Services for State Agencies, political subdivisions and entities.
2. Changes: Effective date of rates: 08/28/2013 through 08/27/2014 (Participating Addendum Effective Date).

Type of rates selected: SNCP (e.g., SNCP, MNCP)

3. Primary Contact: The primary state government contact for this participating addendum is as follows:

Contact: Joyce Leivas

State/Political Entity: Office of Management and Enterprise Services, Central Purchasing Division

Address: 2401 N Lincoln Blvd, Ste 116

City, State, Zip: Oklahoma City, OK 73105

Phone: 405-521-2479

Fax: 405-521-4475

Email: Joyce.Leivas@omes.ok.gov

4. Contract Number: The contract number for the Participating State is CPSW825.

This Participating Addendum and the WSCA Master Price Agreement, Number MA 454 , (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of: Oklahoma
By: [Signature]
Name: Scott Schlotthaver

Title: State Purchasing Director

Date: 8/21/2013

Carrier: Fedex

By: [Signature]

Name: DAVID GUANELLA

Title: Worldwide Account Manager

Date: 8-22-2013

- J. F.O.B. destination: All deliveries shall be F.O.B. destination. Destination shall mean delivered to the point specified in the order. The state assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the ordering agency. The contractor shall be responsible for filing, processing, and collecting all damage claims.
- K. As provided by Title 74 §85.33A, the Department of Central Services will assess a Contract Management Fee in the sum of 1% on all sales transacted by any political using this Contract.

The Contract management Fee shall be noted on the quarterly Contract Usage Report and paid by the Vendor to the Central Purchasing Division within 30 days from the completion of the quarterly reporting period. To ensure the payment is credited properly, the Contractor must identify the check as "Contract Management Fee" and include SW825 and reporting period covered.

The Contract Management Fee is not to be considered an add-on fee to the agency, but is to be included within the cost and discount percentage provided with the response to this solicitation. Failure to remit the fee quarterly shall result in cancelation of the contract. The contract Management Fee is non-refundable when an item is rejected, returned, or declined due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. The Contract Management Fee shall be sent to the attention of the Contracting Officer identified in this solicitation to:

Department of Central Services

P O BOX 528803

Oklahoma City OK 73152-8803

Attention: Joyce Leivas

L. Contract Usage Reporting Requirements

- a. Reports shall be submitted quarterly regardless of quantity. The usage report shall contain Date of order, Ordering Party Name, Location, Quantity purchased, Price and extended total of order.
- b. Usage Reports shall be delivered by email to the contracting officer within 30 calendar days upon completion of the quarterly reporting period cited below..
- c. Contract quarterly reporting periods shall be:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

- d. Failure to provide usage reports shall result in cancellation or suspension of contract.